

N98000006057



ACCOUNT NO. : 072100000032

REFERENCE : 999406 7142564

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : October 16, 1998

ORDER TIME : 3:11 PM

ORDER NO. : 999406-010

CUSTOMER NO: 7142564

CUSTOMER: Mr. Nick Roknich Iii
ROKNICH & GIBSON
ROKNICH & GIBSON
Suite 901
1800 Second Street
Sarasota, FL 34236

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 OCT 16 AM 9:34

DOMESTIC FILING

NAME: NEW CEDAR GROVE OWNERS
ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Cassandra Bryant

2589-2607-611

W98-23669

EXAMINER'S INITIALS:

100002666171--8
-10/19/98--01001--014
*****70.00 *****70.00
RECEIVED
98 OCT 16 PM 4:09
SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA
f 10/23/98



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 OCT 16 AM 9:34

October 19, 1998

CSC NETWORKS
1201 HAYS STREET
TALLAHASSEE, FL 32301

SUBJECT: NEW CEDAR GROVE OWNERS ASSOCIATION, INC.
Ref. Number: W98000023669

We have received your document for NEW CEDAR GROVE OWNERS ASSOCIATION, INC.. However, the document has not been filed and is being returned for the following:

— You must list the corporation's principal office and/or a mailing address in the document.

— The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as Registered Agent.")

— The registered agent must sign accepting the designation.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6973.

Claretha Golden
Document Specialist

Letter Number: 698A00051541

RESUBMIT

Please give original
submission date as file date.

RECEIVED
98 OCT 22 PM 2:53
DIVISION OF CORPORATIONS

ARTICLES OF INCORPORATION
OF
NEW CEDAR GROVE OWNERS ASSOCIATION, INC.
A Corporation Not For Profit

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 OCT 16 AM 9:34

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under the provisions of Chapter 617, Florida Statutes, and certifies as follows:

ARTICLE I
NAME OF CORPORATION

The name of this corporation shall be NEW CEDAR GROVE OWNERS ASSOCIATION, INC., hereinafter in this Articles referred to as the "ASSOCIATION" whose address is 3932 Swift Road, Sarasota, Florida 34231.

ARTICLE II
DURATION

The ASSOCIATION shall have perpetual existence.

ARTICLE III
PURPOSE

The purpose for which the ASSOCIATION is organized is to promote the common good and social welfare of each owner of a PLATTED LOT, as that term is defined in the Declaration of Protective Covenants, Conditions and Restrictions for NEW CEDAR GROVE, in the community known as NEW CEDAR GROVE.

ARTICLE IV
POWERS

The powers of the ASSOCIATION shall include and be governed by the following provisions:

(a) To make and collect assessments against members to defray the costs, expenses, and losses of the ASSOCIATION.

(b) To use the proceeds of assessments in exercise of its powers and duties.

(c) To maintain, repair, and replace streets, entryways, all other improvements, landscaping, lawns, trees and shrubs located on any of the common areas of NEW CEDAR GROVE for which the obligation to maintain or repair has been delegated to the ASSOCIATION.

(d) To purchase and maintain such policies of insurance as delegated to the ASSOCIATION by the members or as set forth in the Declaration of Protective Covenants, Conditions and Restrictions for NEW CEDAR GROVE, or as may be deemed necessary or desirable by the Board of Directors of the ASSOCIATION.

(e) To reconstruct improvements after casualty.

(f) To provide such services as may be deemed necessary or desirable by the Board of Directors of the ASSOCIATION and to acquire the capital improvements and equipment related thereto.

(g) To carry out all of the duties and obligations assigned to it under the terms of the Declaration of Protective Covenants, Conditions and Restrictions for NEW CEDAR GROVE.

(h) To employ personnel to perform the services required for proper operation of NEW CEDAR GROVE. To contract with lawn maintenance companies and irrigation companies for maintenance of Platted Lots.

(i) To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell, or otherwise dispose of, any and all real or personal property related to the purposes or activities of the ASSOCIATION; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the ASSOCIATION in pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

(j) To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the ASSOCIATION.

(k) To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the ASSOCIATION which may be hereafter adopted, and the terms and provisions of the aforesaid Declaration of Restrictions applicable to NEW CEDAR GROVE.

(l) The ASSOCIATION shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

ARTICLE V **MEMBERS**

(a) The members of this ASSOCIATION shall consist of all of the record owners of a PLATTED LOT within NEW CEDAR GROVE.

(b) Change of membership in the ASSOCIATION shall be established by the recording in the Public Records of Sarasota County, Florida, of a deed or other instrument establishing a record title to a PLATTED LOT in NEW CEDAR GROVE and the delivery to the ASSOCIATION of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the ASSOCIATION. A membership of a prior owner shall be thereby terminated.

(c) A share of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the respective lot.

ARTICLE VI **VOTING**

(a) Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one vote for each PLATTED LOT in which he holds a fee simple ownership. When more than one person holds such interest in any one PLATTED LOT, all such persons shall be members and the vote attributable to such lot shall be cast as such co-owners shall determine, but in no event shall more than one vote be cast nor shall such vote be divided. Except where otherwise required under the provisions of these Articles, the Declaration of Protective Covenants, Conditions and Restrictions for NEW CEDAR GROVE, or by law, the affirmative vote of the owners of the majority of lots represented at any meeting of the members duly called at which a quorum is present, shall be binding upon the members.

(b) The developer, IMMO INVESTMENTS INC., shall have the right to appoint a majority of the Board of Directors of the ASSOCIATION prior to the TRANSFER DATE as that term is defined in the Declaration of Protective Covenants, Conditions and Restrictions.

ARTICLE VII **DIRECTORS**

(a) The affairs of the ASSOCIATION will be managed by a Board consisting of three directors.

(b) The Directors of the ASSOCIATION shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(c) The first election of Directors shall be held within sixty (60) days of the TRANSFER DATE. The Directors herein named shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

(d) The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed are as follows:

<u>NAME</u>	<u>ADDRESS</u>
<u>NICK ROKNICH III</u>	<u>1800 SECOND ST. SUITE 901</u> <u>SARASOTA FL. 34236</u>
<u>MARK SMITH</u>	<u>1800 SECOND ST. SUITE 901</u> <u>SARASOTA FL. 34236</u>
<u>MIROSLAV ROSER</u>	<u>3932 SWIFT RD.</u> <u>SARASOTA FL. 34231</u>

ARTICLE VIII OFFICERS

The affairs of the ASSOCIATION shall be administered by Officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the ASSOCIATION, which Officers shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:

NICK ROKNICH III

Vice-President:

MARK SMITH

Secretary/Treasurer:

MIROSLAV ROSER

ARTICLE IX INDEMNIFICATION

Every Director and every Officer of the ASSOCIATION shall be indemnified by the ASSOCIATION against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the corporation, or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that the Board of Directors shall approve any settlement agreements prior to reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE X BYLAWS

The first Bylaws of the ASSOCIATION shall be adopted by the Board of Directors, and may be altered, amended, or rescinded in the manner provided by the Bylaws.

**ARTICLE XI
AMENDMENTS**

These Articles may be amended or repealed by resolution of the Board of Directors; provided, however, that no amendment affecting the rights of IMMO INVESTMENTS, INC., or its successor or assigns as developer of NEW CEDAR GROVE, shall be effective without the prior written consent of said IMMO INVESTMENTS, INC. or its successors or assigns as developer.

**ARTICLE XII
REGISTERED OFFICE AND AGENT**

The street address of the initial Registered Office of the corporation shall be located at 1800 Second St. Suite 901, Sarasota, Florida 34236, and the name of the initial Registered Agent of this corporation at that address is Nick Roknich, III. However, the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

**ARTICLE XIII
INCORPORATORS**

The names and business addresses of the Incorporators of these Articles are as follows:

NAME

ADDRESS

MIROSLAV ROSEK

3932 SWIFT RD
SARASOTA FL. 34231

IN WITNESS WHEREOF, the subscribers have set their hands and seals this 14 day of OCTOBER, 1998 at Sarasota, Florida.

[Signature]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14 day of OCTOBER, 1998, by MIROSLAV ROSEK AND [Signature] who ~~is~~ personally known to me and who did not take an oath.

[Signature]
Notary's Name
Notary Public

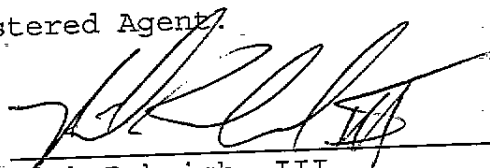
My Commission Expires:



NICK ROKNICH, III
COMMISSION # CC 442166
EXPIRES MAR 20, 1999
BONDED THRU
ATLANTIC BONDING CO., INC.

Having been named as Registered Agent and to accept service of process for NEW CEDAR GROVE OWNERS ASSOCIATION, INC., at the place designated in the Articles, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent.

10/21/98
Date


Nick Roknich, III
Registered Agent

NOR:FE/N/NEWCEDAR.ART

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98 OCT 16 AM 9:34