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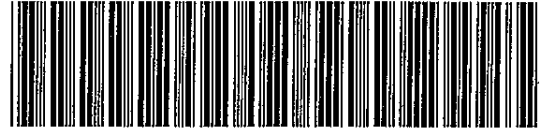
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TALLAHASSEE, FLORIDA

*Amended & Resubmitted
MD 8/9*



McKay Law Firm, P.A.



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Sarasota, Florida 34236

Scott D. McKay, Esq. **

Telese B. McKay, Esq. **

* Admitted in all Florida Federal District Courts

* Admitted in the 11th Circuit Federal Appellate Courts

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July 9, 2004

Via: U.S. Mail

Department of State
Division of Corporations
Corporate Filings
PO Box 6327
Tallahassee, FL 32314

**Re: Filing of Certificate to Amended & Restated Articles of Incorporation of
New Cedar Grove Owners Association, Inc.**

Dear Sir/Madam:

Enclosed please find the Certificate to Amended and Restated Articles of Incorporation of New Cedar Grove Owners Association, Inc. Also enclosed is our Firm check for \$43.75 which covers the \$35.00 filing fee and \$8.75 for a certified copy to be returned to us at the address above. If you have any questions or would like to discuss this matter further, please do not hesitate to contact me at your earliest convenience.

Sincerely,


Telese B. McKay, Esq.

For the Firm

tmckay@mckay-law.com

Direct Fax - 941.330.2233

Enclosure: 2



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

July 20, 2004

TELESE B. MCKAY, ESQ.
MCKAY LAW FIRM, P.A.
46 N. WASHINGTON BLVD., STE.21
SARASOTA, FL 34236

SUBJECT: NEW CEDAR GROVE OWNERS ASSOCIATION, INC.
Ref. Number: N98000006057

We have received your document for NEW CEDAR GROVE OWNERS ASSOCIATION, INC. and check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Please entitle your document Amended and Restated Articles of Incorporation.

The document must also contain the address of the registered agent which must be at a Florida street address.

Please return 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) 245-6882.

Maryanne Dickey
Document Specialist

Letter Number: 004A00045847

CERTIFICATE TO AMENDED + RESTATED

ARTICLES OF INCORPORATION

of

NEW CEDAR GROVE OWNERS ASSOCIATION, INC.
(present name)

N980000006057
(Document Number of Corporation (If known))

FILED
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TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment(s) adopted: (INDICATE ARTICLE NUMBER (S) BEING AMENDED, ADDED OR DELETED.)

THE ENCLOSED AMENDED + RESTATED VERSION OF THE
ARTICLES OF INCORPORATION REPLACE THE ENTIRE
TEXT OF THE ARTICLES OF INCORPORATION FILED ON
OCTOBER 16, 1998.

SECOND: The date of adoption of the amendment(s) was: JUNE 3, 2004

THIRD: Adoption of Amendment (CHECK ONE)

☐ The amendment(s) was(were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.

☒ There are no members or members entitled to vote on the amendment. The amendment(s) was(were) adopted by the board of directors.

Sandra Mazzuca
Signature of Chairman, Vice Chairman, President or other officer

Sandra Mazzuca
Typed or printed name

President 7/1/04
Title Date

**AMENDED & RESTATED
ARTICLES OF INCORPORATION
OF
NEW CEDAR GROVE OWNERS ASSOCIATION, INC.
(A Corporation Not-for-Profit)**

[Substantial Rewording of the Articles of Incorporation. See original Articles of Incorporation and prior amendments for present text.]

**ARTICLE I
NAME, IDENTITY, AND REGISTERED AGENT**

These Articles of Incorporation are for New Cedar Grove Owners Association, Inc., a corporation not-for-profit organized and existing under Chapters 617 and 720 of the Florida Statutes, hereinafter called the ("Association"). The Association's principal office address and mailing address is c/o Progressive Community Management, Inc., 1801 Glengary Street, Sarasota, FL 34231.

**ARTICLE II
PURPOSES**

The general nature, objects, and purposes of the Association are:

- A. To promote the health, safety, and social welfare of the Owners of all Lots located within New Cedar Grove, a subdivision in Sarasota County, Florida.
- B. To maintain all portions of New Cedar Grove and improvements thereon for which the obligation to maintain and repair has been delegated to the Association by the Declaration of Subdivision Restrictions of New Cedar Grove Owners Association, Inc. (the "Declaration"), which is recorded in the Public Records of Sarasota County, Florida.
- C. To operate without profit and for the sole and exclusive benefit of its Members.

**ARTICLE III
GENERAL POWERS**

The general powers that the Association shall have are as follows:

- A. To purchase, own, hold, improve, build upon, operate, maintain, convey, transfer, dedicate for public use, 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.
- B. 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 other acts necessary or expedient of carrying on any of the activities of the Association and pursuing any of the objects



and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

C. To establish a budget and to fix regular and special assessments to be levied against all Lots which are subject to assessment pursuant to the Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements. To use proceeds of assessments in the exercise of its powers and duties.

D. To place liens against any Lot subject to assessment of delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

E. To hold funds solely and exclusively for the benefit of the Members of the Association for the purposes set forth in these Articles of Incorporation.

F. To adopt, promulgate, and enforce rules, regulations, Bylaws, Declaration, and agreements in order to effectuate the purposes for which the Association is organized.

G. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

H. To charge recipients for services rendered by the Association and to charge use fees for exclusive use of the Common Areas, where such is deemed appropriate by the Board of Directors.

I. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

J. 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 Declaration.

K. To purchase insurance upon the Association property for the protection of the Association and its Members.

L. To reconstruct the Association Property and improvements after casualty and to further improve the Property, if required.

M. To enter into contracts and agreements for providing services to the Association.

N. To purchase Lots in the Association subdivision, to foreclose on Association liens against Lots of Owners, to convey, lease, mortgage, and improve Lots owned by the Association.

O. To operate any storm water management and discharge facility serving the Subdivision and to operate and maintain the Common Areas, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

P. In general, to have all powers which may be conferred upon a corporation not-for-profit in accordance with F.S. 617 as amended, except as prohibited herein.

Q. Contract for services, such as, to provide for operation and maintenance if the Association contemplates employing a maintenance company.

R. To dedicate and grant easements for ingress and egress and the installation, maintenance, construction and repair of utilities and facilities, including but not limited to, electric power, telephone, cable television and services, governmental purposes, sewer, water, gas, drainage, irrigation, lighting, television transmission, security, garbage and waste removal, emergency services, and the like as it deems to be in the best interest of, and necessary and proper for the Owners of the Association.

S. To borrow monies and execute evidences of indebtedness, securing such loans with the assessments of the Association.

ARTICLE IV

MEMBERS

The Members of this Association shall consist of all record Owners of Lots in New Cedar Grove. Owners of such Lots shall automatically become Members upon acquisition of the fee simple title to their respective Lots. The membership of any Member in the Association shall automatically terminate upon conveyance or other divestment of title to such Member's Lot, except that nothing herein contained shall be construed as terminating the membership of any Member who may own two or more Lots so long as such Member owns at least one Lot.

The interest of a Member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Lot, which is the basis of membership in the Association.

The Secretary of the Association shall maintain a list of the Members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his name, address and Lot number; provided, however, that any notice given to or vote accepted from the prior Owner of such Lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to search

the Public Records of Sarasota County or make other inquiry to determine the status and correctness of the list of Members of the Association and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

ARTICLE V **VOTING**

Each Lot in New Cedar Grove shall be entitled to one vote in all Association matters submitted to the membership, and the Owner of the Lot shall be entitled to cast the vote in his/her/its discretion.

ARTICLE VI **BOARD OF DIRECTORS**

A. The affairs of the Association shall be managed by a Board of Directors initially consisting of three Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time agreed upon by a majority of the Members of the Association, but in no event shall there be less than three (3) or more than nine (9) Directors. Additionally, the Board of Directors shall always consist of an odd number of Directors. The Directors need not be Members of the Association or residents of the State of Florida.

B. The Board of Directors shall have all the powers granted to the Association which are not specifically required to be approved by the Members of the Association.

C. All Directors shall be elected by the Members. Election shall be by plurality vote.

D. The term of each elected Director shall expire upon the election of his/her successor at the next succeeding annual meeting of Members.

E. Any elected Director may be removed from office with or without cause by a majority vote of the Members at any special or regular meeting after proper notice of the vote has been served on the Members, but not otherwise.

ARTICLE VII **OFFICERS**

The Officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice President, a Secretary, and a Treasurer, and such other Officers as the Board shall deem appropriate from time to time. The President shall be elected from among the Membership of the Board of Directors, but no other Officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such Officers under the direction of the Board of Directors. Officers shall be elected for a term of one year in accordance with the procedure set forth in the Bylaws.

ARTICLE VIII
CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX
BYLAWS

The Bylaws may be altered, amended or rescinded by a majority vote of the Members in the manner provided by such Bylaws.

ARTICLE X
AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles may be altered, amended, or repealed by the affirmative vote of the Owners of a majority of the Lots in New Cedar Grove. No amendment, however, altering the number of votes attributable to any Lot pursuant to Article V hereof shall be effective without the prior written consent of all Owners affected by the amendment. Alternatively, amendments may be approved by the Owners, in writing, without holding a Member meeting. A copy of each amendment shall be recorded in Public Records of Sarasota County, Florida.

ARTICLE XI
INDEMNIFICATION OF OFFICERS AND DIRECTORS

To the extent permitted by law, the Association shall indemnify and hold harmless every Director, Officer, Committee Member and agent of the Association (collectively "Indemnified Party") against all expenses and liabilities, including attorneys fees, actually and reasonably incurred or imposed in connection with any legal proceeding, or settlement or appeal of such proceeding to which the Indemnified Party may be made a party because of being or having been, a Director, Officer, Committee Member or agent of the Association. The foregoing right to indemnification shall not be available if a judgment or other final adjudication establishes that the actions or omissions to act of such Indemnified Party were material to the cause adjudicated and involved one or more of the following:

- (a) willful misconduct or a conscious disregard for the best interests of the Association; or,
- (b) a violation of criminal law, unless the Indemnified Party had no reasonable cause to believe the action was unlawful; or,
- (c) an act or omission which was committed in bad faith or with malicious purpose, or any manner exhibiting wanton or willful disregard for human rights, safety or property, in an action by or in the right of someone other than the Association or a Member.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors approves the settlement as being in the best interests of the Association. The foregoing right to indemnification shall be in addition to, and not exclusive of, all the rights to which a Director or Officer may be entitled.

ARTICLE XII

DISSOLUTION OF THE ASSOCIATION

A. The corporation shall have perpetual existence, but if the Association is dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and if that is not accepted, then the surface water management system shall be dedicated to a similar not-for-profit corporation.

B. Upon dissolution of the Association, any other assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

- (1) Any property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.
- (2) Except as may be otherwise provided by the terms of the Declaration, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the Lots in the Subdivision prorated to the number of votes attributable to such Lots pursuant to Article V hereof, and the share of each shall be distributed to the then Owners thereof.

ARTICLE XIII

BINDING EFFECT

The provisions hereof shall bind and inure to the benefit of the Members and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

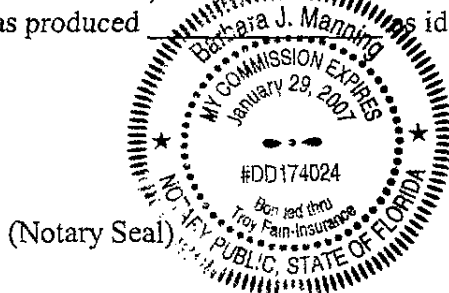
IN WITNESS WHEREOF, the Subscriber has affixed his signature this 2ND day of JULY, 2004.

New Cedar Grove Owner Association, Inc.

By: Sandra Mazzucco, President

STATE OF FLORIDA)
) SS.
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 2nd day of July, 2004 by Sandra Mazzucco, President of New Cedar Grove Association, Inc., a Florida not-for-profit corporation, who is personally known to me or who has produced Barbara J. Manning as identification and who did not take an oath.



Signature of Notary Public: Barbara J. Manning
Print Name: Barbara J. Manning

ACCEPTANCE OF REGISTERED AGENT

The individual indicated below has hereby been designated as the registered agent for New Cedar Grove Owners Association, Inc., hereby agrees to act in such capacity and acknowledges that it is familiar with, and accepts, the obligations of such position.

J. Markel
Print Name: JIM MARKEL

Date: 7-2, 2004