



Cedar Pointe Village Eight Association, Inc

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Cedar Pointe Village 8

Articles of Incorporation

(through May 2003)

MERGED
ARTICLES OF INCORPORATION
OF
CEDAR POINTE VILLAGE 8 ASSOCIATION, INC.
(through May 2003)

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes 1971, and certify as follows:

ARTICLE 1

NAME

The name of the corporation will be CEDAR POINTE VILLAGE NO. 8 ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the Association.

ARTICLE 2

Purpose

2.1 The purpose for which the association is organized is to provide an entity pursuant to the Condominium Act, for the operation of the condominium.

ARTICLE 3

Powers

The powers of the Association will include and be governed by the following provisions:

3.1 The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles.

3.2 The Association will have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declaration of Condominium for the condominium operated by the Association; and it will have all of the powers and duties reasonably necessary to operate said condominiums pursuant to their separate Declarations of Condominium, as they may be amended from time to time, including but not limited to the following:

- (a) To make and collect assessments against members to defray the costs, expenses and losses of the separate condominiums.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate the condominium properties.
- (d) To purchase insurance for the condominium properties; and insurance for the protection of the Association and its members as condominium unit owners.
- (e) To reconstruct improvements after casualty and to further improve the condominium properties.
- (f) To make and amend reasonable regulations respecting the use of the condominium properties.
- (g) To approve or disapprove the transfer, mortgage and ownership of condominium units, as may be provided by the separate Declarations of Condominium and the Bylaws of the Association.

(h) To enforce by legal means the provisions of the Condominium Act, the separate Declarations of Condominium, these Articles of Incorporation, the Bylaws of the Association and the Regulations for the use of the condominium properties.

(i) To contract for the management and operation of the condominiums, including their common elements; and to thereby delegate all powers and duties of the Association, except such as are specifically required to have approval of the Board of Directors or of the membership of the Association.

(j) To lease such portions of the common elements of the condominium as are susceptible to separate management and operation.

(k) To enter into leases, as Lessee; including but not limited to long term leases, whereby recreational facilities upon lands within reasonable proximity of the condominium properties are demised to the Association. Said leases may create liens upon the condominium properties, including all condominium units, they may require rent and other monies due thereunder to be common expenses of the condominium, and they may require the demised premises or the Association's interest therein to be a part of the common elements of the condominiums.

(l) To employ personnel to perform the services required for the property management and operation of the condominiums.

(m) The Association may own and hold fee simple title to lands within reasonable proximity to the condominium property upon which recreational facilities, entrance ways, walkways, automobile parking areas and the like are or may be constructed, and to manage, control and maintain the same. Such facilities shall only be for the benefit of the apartment owners and their guests, invitees and tenants, and subject to reasonable rules and regulations promulgated by the Association. The Association shall assess each separate condominium unit owner for such owner's pro rate share of the necessary acquisition costs, including any mortgage payments in connection with the mortgage on the property so acquired, and also the necessary costs and expenses of operation and maintenance of said facilities. The assessments hereunder shall be based upon each apartment's share of the common expenses as set forth in the Declaration of Condominium. All such assessments hereunder shall be deemed a common expense of each condominium apartment and the Association shall have a lien against the individual condominium apartment for the assessment against it.

3.3 All funds, except such portions thereof as are expended for the common expenses of the condominium, and the titles of all properties will be held in trust for the members of the Association, in accordance with their respective interests under the separate Declarations of Condominium, and in accordance with the provisions of these Articles of Incorporation and the Bylaws of the Association.

3.4 The powers of the Association will be subject to and will be exercised in accordance with the provisions of the separate Declarations of Condominium and the Bylaws of the Association.

ARTICLE 4

Members

4.1 The members of the Association will consist of all of the record owners of the condominium units in the condominiums; and after termination of any condominium will consist of those who were members of the terminated condominium at the time of such termination, their successors and assigns, and of the record owners of condominium units in the remaining condominiums.

4.2 After receiving approval of the Association, change of membership will be established by recording in the public records of Martin County, Florida, a deed or other instrument establishing a record title to a condominium unit and by the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 The 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 his condominium unit.

4.4 The owner of each condominium unit will be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners and the manner of exercising voting rights will be determined by the Bylaws of the Association.

ARTICLE 5

Directors

5.1 The affairs of the Association will be managed by a board consisting of seven (7) persons. All directors must be members of the Association or the spouse of a member of the Association.

5.2 Directors of the Association will be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the Bylaws of the Association.

ARTICLE 6

Officers

The affairs of the Association will be administered by the officers designated in the Bylaws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors.

ARTICLE 7

Indemnification

Every director and every officer of the Association will be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of 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 Association, whether or not he is a director or officer at the time such expenses are incurred, except when the directors or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a settlement the indemnification will apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 8

Amendments

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

8.1 Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is to be considered.

8.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than sixty percent (60%) of the entire membership of the Association.

8.3 Provided, however, that no amendment will make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominiums. No amendment will be made that is in conflict with the Condominium Act or the Declarations of Condominium.

8.4 A copy of each amendment will be certified by the Secretary of State, State of Florida, and will be recorded in the public records of Martin County, Florida.

ARTICLE 9

TERM

The term of the Association will be perpetual.

ARTICLE 10

Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

GORDON MARK
2000 East Ocean Boulevard
Stuart, Florida

ALLEN MARK
2000 East Ocean Boulevard
Stuart, Florida

PHILIP H. REID, JR.
256 Worth Avenue
Palm Beach, Florida