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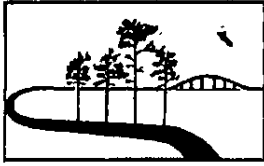
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

07 APR 25 PM 2:45

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PINEDA CROSSING CORPORATION

100 Parnell Street Merritt Island, FL 32953
Phone: (321) 449-9501 Fax: (321) 449-9504

April 24, 2007

Secretary of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

BY FEDERAL EXPRESS

Re: Filing New Corporation - **PINEDA RIDGE HOMEOWNERS' ASSOCIATION, INC.**


Ladies and Gentlemen:

Please find enclosed Articles of Incorporation including a Designation and Acceptance of Registered Agent for **PINEDA RIDGE HOMEOWNERS' ASSOCIATION, INC.** to file said entity as a new corporation. Also enclosed is a copy of said document, which we request that you certify after filing of the original and return to me at your earliest convenience. Enclosed is our check for \$78.75 in payment of the \$35.00 filing fee, \$35.00 registered agent filing, and \$8.75 certified copy.

Also enclosed is a pre-paid Federal Express for returning the Articles and certified copy to me as soon as possible after filing.

Please do not hesitate to call me if you have any questions. Thank you for your assistance and cooperation.

Sincerely,


John H. Jay II
President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
PINEDA RIDGE HOMEOWNERS' ASSOCIATION, INC.**
(A corporation not for profit under the laws of the State of Florida)

In order to form a corporation not for profit under and in accordance with the provisions of the laws of the State of Florida, the undersigned do hereby associate themselves into a corporation not for profit in accordance with the following ARTICLES OF INCORPORATION:

ARTICLE I - NAME

The name of this corporation shall be **PINEDA RIDGE HOMEOWNERS' ASSOCIATION, INC.** (hereinafter referred to as the "Association").

ARTICLE II - ADDRESS

The initial principal office and mailing address of the Association shall be located at 100 Parnell Street, Merritt Island, FL 32953. The Association 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 III - PURPOSE

The purpose for which the Association is organized is to provide an entity responsible for the operation of a single family residential community, to be known generally as PINEDA RIDGE, located in Brevard County, Florida and platted in the Public Records thereof (the "Subdivision"), and for the operation, construction, management, maintenance and care of all real and personal property acquired by the Association (the "Property").

ARTICLE IV - DIRECTORS

1. The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) Directors. The first Board of Directors shall have three (3) members, and the number of Directors on subsequent Boards will be determined from time to time in accordance with the provisions of the Declaration of Covenants and Restrictions for PINEDA RIDGE subdivision (hereinafter referred to as the "Declaration") and the By-Laws of the Association. Directors appointed by the Developer need not be members of the Association.

2. Directors of the Association shall be appointed or elected in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided for in the By-Laws.

3. The Directors named in these Articles shall serve until the Turnover Date, or until otherwise removed by the Developer as provided for in the By-Laws and any vacancies in their number occurring before the Turnover Date shall be filled by the remaining Directors or by the Developer as provided for in the Declaration or the By-Laws of this Association.

4. The names and addresses of the members of the first Board of Directors who shall serve until their successors are appointed and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
John H. Moynahan Jr.	100 Parnell Street, Merritt Island, FL 32953
Susan M. Moynahan	100 Parnell Street, Merritt Island, FL 32953
Lisa F. Woods	100 Parnell Street, Merritt Island, FL 32953

5. The "Turnover Date" is defined as the date that the Class B membership is converted to Class A membership.

ARTICLE V - INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The street address of the initial registered office of the Association is 100 Parnell Street, Merritt Island, FL 32953 and the initial registered agent of the Association at that address is John H. Moynahan Jr.

ARTICLE VI - INCORPORATORS

The names and addresses of the Incorporators of the corporation are John H. Moynahan Jr. at 100 Parnell Street, Merritt Island, FL 32953 and Lisa F. Woods at 100 Parnell Street, Merritt Island, FL 32953.

ARTICLE VII - DEFINITIONS

The terms contained and used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary or the context otherwise requires.

ARTICLE VIII - POWERS

1. The Association shall have all of the powers set forth in the Declaration and all of the common law and statutory powers and privileges granted to corporations not for profit under the laws of the State of Florida, except where the same are in conflict with the Declaration, these Articles, or the By-Laws of this Association which may be hereafter adopted.

2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association including, but not limited to, the following:

(i) To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Property and for the health, comfort, safety, and welfare of the Owners.

(ii) To own, control, operate, manage, maintain, repair, and replace the Common Areas, including the right to reconstruct improvements after casualty and the right to make further improvements to the Common Areas.

(iii) To levy and collect assessments against members of the Association as provided for in the Declaration and the By-Laws of the Association. Without limiting the generality of the preceding sentence, such assessments may be levied and collected to purchase insurance on the Common Areas, insurance for the protection of the Association, its officers, directors, and members, and comprehensive general public liability and property damage insurance; to acquire, operate, lease, manage, and otherwise trade and deal with such property, whether real or personal, which may be necessary or convenient for the operation and management of the Common Areas; to pay all maintenance, taxes, utility charges, and other expenses with respect to the Common Areas; and generally to accomplish the purposes set forth in the Declaration.

(iv) To engage the services of such professionals and to hire such employees or agents, including professional management agents or companies (which may be the Developer or an entity affiliated with the Developer), and purchase such equipment, supplies, and materials as may be needed to provide for the management, supervision, and maintenance of the Association and the Property.

(v) To enforce the provisions of the Declaration, these Articles of Incorporation, and the By-Laws of the Association.

(vi) To exercise, undertake, and accomplish all of the powers, rights, duties, and obligations which may be granted to or imposed upon the Association pursuant to the Declaration, including, but not limited to, the enforcement of all of the covenants, restrictions, and other terms contained in or imposed by the Declaration.

(vii) To access each Lot during reasonable hours, when necessary, for the maintenance, repair, or replacement of any Common Areas or for making emergency repairs necessary to prevent damage to the Common Areas, or to another Lot or Lots.

(viii) To pay taxes and other charges, on or against property owned or accepted by the Association.

(ix) To borrow money and, from time to time, to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for monies borrowed, in payment of property acquired or any other purpose of the Association, and to secure the repayment of any such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property, rights, or privileges of the Association, wherever situated.

(x) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property.

(xi) To charge recipients for services rendered by the Association and for use of Association property where such is deemed appropriate by the Board of Directors of the Association and is permitted by law.

(xii) To perform any actions, or refrain from taking any actions, as are permitted for corporations not-for-profit under the laws of the State of Florida.

ARTICLE IX - DUTIES AND POWERS RELATED TO SURFACE WATER AND STORMWATER MANAGEMENT SYSTEMS FOR THE PROPERTY

1. The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

2. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

3. Association assessments shall be used for the maintenance and repair of the surface water or stormwater management systems, including but not limited to work within retention areas, drainage structures and drainage easements.

ARTICLE X - EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE XI - MEMBERS

All Owners shall be members of the Association as provided in the Declaration.

ARTICLE XII - BY-LAWS

The first By-Laws of the Association shall be adopted by a majority vote of the Board of Directors of the Association and, thereafter, such By-Laws may be altered, amended, or rescinded only as provided in the By-Laws.

ARTICLE XIII - ASSOCIATION ASSETS

1. The share of a member in the funds and assets of the Association shall be an undivided share, and cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such member's Lot. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held, or used for the purposes authorized herein, in the Declaration, and in the By-Laws of this Association.

2. In the event of a permanent dissolution of the Association, the Owners may establish a successor nonprofit organization for the purpose of holding title to the Association assets and carrying out the duties and responsibilities of the Association hereunder. In the event no such organization is formed, then the assets shall be dedicated to any appropriate entity that will accept them. However, in no event shall the City of Melbourne or any other entity be required to take title to or operate any of the assets of the Association upon dissolution of the Association. The provisions of Article 17 notwithstanding, this paragraph 2 of Article 13 may not be amended or terminated without the consent of the City of Melbourne.

3. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XIV - TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS HAVE SELF- INTEREST

1. The Association shall be free to contract with any person or company for any services or actions which the Association is obligated to perform or deems necessary or desirable to perform for the benefit of the Association, as described in the Declaration. No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void, or voidable solely because of such common identity or interest, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or her or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact he or she is or may be interested in any such contract or transaction.

2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized such a contract or transaction.

ARTICLE XV - INDEMNIFICATION

1. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that such person is or was a director, officer, employee, or agent of the Association, against expenses (including attorney's fees and appellate attorneys' fee), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided such person acted in good faith and in a manner reasonably believed by him or her to be in the best interest of the Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful; provided however, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable because of gross negligence or willful misfeasance or malfeasance in the performance of his or her duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe that his or her conduct was unlawful.

2. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to above, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

3. Any indemnification (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in this Article. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, then by a majority of the members of the Association.

4. Expenses incurred in defending a civil or criminal action may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by the Association as authorized in this Article.

5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled under any By-Law, agreement, vote of the members of the Association, or otherwise, both as to action in his or her official capacity

while holding such office, as well as continuing to such a person after he or she has ceased to be a director, officer, employee, or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

ARTICLE XVI - TAX STATUS

The Association shall, through its Board of Directors and officers, file the necessary documentation to become and remain a "homeowners association" as defined in the Internal Revenue Code, Section 528, or similar provisions of corresponding law subsequently enacted, exempt from income tax as therein provided. The Association shall be operated at all times to maintain its eligibility as a not-for-profit corporation.

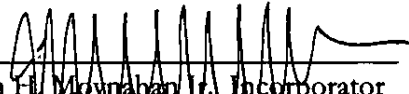
ARTICLE XVII - AMENDMENTS

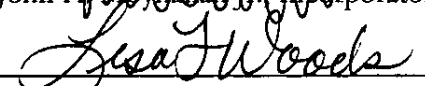
1. Prior to the Turnover Date, these Articles may be amended only by the majority vote of the Board of Directors.

2. After the Turnover Date, amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the directors, or by the affirmative vote of members of the Association owning not less than one-third of the Lots, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to the Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or, in the absence of the President, to any other officer of the Association, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him or her of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may waive such notice, by written waiver of notice. When such waiver of notice is filed in the records of the Association (whether before or after the holding of the meeting), it shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by the affirmative vote of members of the Association owning not less than two-thirds (2/3) of the Lots. Said amendment shall be filed with the Secretary of the State of Florida within twenty (20) days from the date on which the same was approved. The written vote of any member of

the Association shall be recognized even if such member is not in attendance at such meeting or represented there by a proxy, provided that the written vote is delivered by the member to the Secretary of the Association at or prior to such meeting.

IN WITNESS WHEREOF, the Incorporators have affixed their signatures this 24th day of April, 2007.

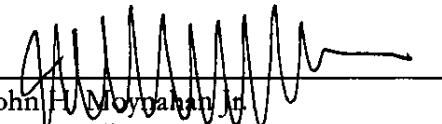


John H. Moynahan Jr., Incorporator


Lisa E. Woods, Incorporator

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts his appointment as registered agent as set forth in Article V and agrees to act in such capacity and to perform all duties and obligations in connection therewith, this 24th day of April, 2007.



John H. Moynahan Jr.
100 Parnell Street
Merritt Island, FL 32953

PinRidge/Art Incorpor.doc

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA