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ACCOUNT NO. : 072100000032

REFERENCE : 579108 82458A

AUTHORIZATION :

COST LIMIT : 9 PREPAID

ORDER DATE : April 13, 1995

ORDER TIME : 9:49 AM

ORDER NO. : 579108

CUSTOMER NO: 82458A

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CUSTOMER: Steve L. Henderson, Esq  
MOSS HENDERSON VAN GAASBECK  
BLANTON & KOVAL  
P. O. Box 3406

Vero Beach, FL 32963

DOMESTIC FILING

NAME: SEA OAKS RIVER VILLAS  
CONDOMINIUM ASSOCIATION, INC.

XX ARTICLES OF INCORPORATION  
CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
PLAIN STAMPED COPY  
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Carol M. Hensal

EXAMINER'S INITIALS:

APR 13 1995 BSB

*W95-7946*



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham  
Secretary of State

April 13, 1995

CSC NETWORKS  
1201 HAYS STREET  
TALLAHASSEE, FL 32301

SUBJECT: SEA OAKS RIVER VILLAS CONDOMINIUM ASSOCIATION, INC.  
Ref. Number: W95000007946

We have received your document for SEA OAKS RIVER VILLAS CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling \$122.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please provide complete business street addresses for the directors, officers and incorporators.

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 (904) 487-6932.

Teresa Brown  
Corporate Specialist

Letter Number: 995A00016988

FILED  
ARTICLES OF INCORPORATION  
OF

SEA OAKS RIVER VILLAS CONDOMINIUM ASSOCIATION, INC.,  
A Florida Corporation Not-For-Profit

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, hereby adopts the following Articles of Incorporation:

Article I - Name

The name of the corporation is SEA OAKS RIVER VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit, hereinafter referred to as the "Association".

Article II - Purpose

The purposes for which the Association is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to the Florida Statutes.
2. To operate SEA OAKS RIVER VILLAS, A Condominium, pursuant to the Florida Condominium Act, as and when the Declaration is recorded in the Public Records of Indian River County, Florida with the Articles attached as an exhibit thereto.
3. To promote the health, safety, welfare, comforts, and social and economic benefit of the members of the Association.

Article III - Definitions

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

Article IV - Powers and Duties

The Association shall have the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, and the statutory powers set forth in the Condominium Act.

2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the Declaration, either expressed or implied, and to take any action reasonably necessary or appropriate to operate the Condominium pursuant to the Declaration, including but not limited to, the following:

a. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

b. To make and collect Assessments against members of the Association to defray the costs, expenses and losses incurred or to be incurred by the Association, and to use the proceeds thereof in the exercise of the Association's powers and duties.

3. To maintain, repair, replace, reconstruct, add to, and operate the Condominium, and other property acquired or leased by the Association for use by its members.

4. To purchase insurance upon the Condominium and insurance for the protection of the Association, its directors, officers and members, and such other parties as the Association may determine.

5. To make and amend reasonable Rules and Regulations for the use, maintenance, and appearance of the Units and the use of the Common Elements and the Association Property, and for the health, comfort, safety, welfare, and benefit of the Association's members.

6. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations of the Association.

7. To contract for the management and maintenance of the Condominium and to authorize a management agent or company (which may be the Developer or an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes, as well as exercising such other powers and rights designated to it by the Association, which powers and rights are vested in the Association by virtue of the Declaration, these Articles, the Bylaws and the Condominium Act. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Association.

8. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and for the proper operation of the Condominium and/or to contract with others, for the performance of such obligations, services and/or duties.

#### Article V - Members

1. The members of the Association shall consist of all of the record owners of Units. Membership shall be established as to each Unit upon the recording of the Declaration. Upon the transfer of ownership of fee title to, or fee interest in, a Unit whether by conveyance, devise, judicial decree, foreclosure or otherwise, and upon the recordation among the Public Records of Indian River County, Florida of the deed or other instrument establishing the acquisition and designating the Unit affected thereby, the new Unit Owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior Unit Owner as to the Unit designated shall be terminated; provided, however, that the Association shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument or is otherwise informed of the transfer of ownership of the Unit. Prior to the recording of the Declaration, the incorporator shall be the sole member of the Association.

2. The share of each member in the funds and assets of the Association, the Common Elements and the Common Surplus, and any membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that membership is established.

3. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit. In the event any Unit is owned by more than one person and/or by an entity, the vote for such Unit shall be cast in the manner provided by the Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4. The Bylaws shall provide for an annual meeting of the members of the Association and shall make provision for special meetings.

#### Article VI - Incorporator

The name and address of the incorporator is: MAJESTIC PARTNERS OF VERO BEACH, LTD., a Florida Limited Partnership, Vero Beach, Florida.

Article VII  
Principal Office Address and Name of Registered Agent

The address of the principal office of the Association is 1235 Winding Oaks Circle, Vero Beach, Florida 32963. The initial registered agent of the Association is Steve L. Henderson, 817 Beachland Boulevard, Vero Beach, Florida 32963.

Article VIII - Directors

1. The property, business and affairs of the Association shall be managed by a Board which shall consist of not less than three (3) directors, and which shall always be an odd number. The Bylaws may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors. Except for directors appointed by the Developer, and except to the extent required in order to elect a full Board due to the unwillingness of Unit Owners to serve on the Board, directors are required to be Unit Owners, or a shareholder, director, officer or partner of an entity which owns a Unit.

2. All of the duties and powers of the Association existing under the Condominium Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the members only when specifically required.

3. Initially the Developer shall have the right to appoint all of the directors. When members other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association, the members other than the Developer shall be entitled to elect not less than one-third (1/3) of the directors. Members other than the Developer shall be entitled to elect not less than a majority of the directors upon the earlier of the following:

(a) Three (3) years after fifty percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three (3) months after ninety percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) Seven years after recordation of the Declaration of Condominium, or 7 years after recordation of the declaration for the first condominium operated by the association if more than one, or 7 years after recordation of the declaration creating the initial phase, whichever occurs first.

The Developer is entitled to elect at least one director as long as the Developer holds for sale in the ordinary course of business at least five percent of the Units that will be operated ultimately by the Association. Thereafter, all of the directors shall be elected by the members in the manner determined in the Bylaws.

Notwithstanding the foregoing, the Developer may waive its right to elect one or more directors which it is entitled to elect, by written notice to the Association, and thereafter such directors shall be elected by the members.

4. Within seventy-five (75) days after the members other than the Developer are entitled to elect one or more directors, the Association shall call, and give not less than sixty (60) days notice of, a meeting of members to elect the directors which the members are then entitled to elect. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. Thereafter, the directors which the members are entitled to elect shall be elected at the annual meeting of the members.

5. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws, however any director appointed by the Developer may only be removed by the Developer, and any vacancy on the Board shall be appointed by the Developer if, at the time such vacancy is to be filled, the number of directors appointed by the Developer is less than the maximum number of directors which may, at that time, be appointed by the Developer as set forth above.

6. The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

Jacques Brion  
1235 Winding Oaks  
Circle  
Vero Beach, FL 32963

Robert Toomey  
1235 Winding Oaks  
Circle  
Vero Beach, FL 32963

Susan O'Keefe  
1235 Winding Oaks  
Circle  
Vero Beach, FL  
32963

#### Article IX - Officers

The officers of the Association shall be a president, vice-president, secretary, treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

President	Jacques Brion	1235 Winding Oaks Cir. Vero Beach, FL 32963
Vice President/Treasurer	Robert Toomey	SAME
Vice President/Secretary	Susan O'Keefe	SAME

#### Article X - 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 he or she is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding and with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe his or her conduct was unlawful. However, no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for willful misfeasance or malfeasance in the performance of his or her duty to the Association unless and only to the extent that the court in which the 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 indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and 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, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he or she had no reasonable cause to believe that his or her conduct was unlawful.



2. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

3. 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 director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, as arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

#### Article XI - Bylaws

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

#### Article XII - Amendments

Amendments to these Articles shall be proposed and adopted in the following manner:

1. A majority of the Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided by the Bylaws for the giving of notice of meeting of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of seventy-five percent of the entire membership of the Association.

4. Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

5. If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

6. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration. So long as Developer owns any Unit, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer shall join in the execution of the amendment, including, but not limited to, any right of the Developer to appoint directors pursuant to Article VIII.

7. No amendment to these Articles shall be made which discriminates against any Unit Owner(s), or affects less than all of the Unit Owners without the written approval of all of the Unit Owners so discriminated against or affected.

8. Upon the approval of an amendment to these Articles, articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the Condominium is located.

#### Article XIII - Multiple Condominiums

Notwithstanding anything contained herein to the contrary, the Association shall be authorized to operate any condominium in addition to Sea Oaks River Villas, a Condominium, which is developed within the Adjacent Lands. Any such condominium shall be operated by the Association if the declaration of condominium of such condominium provides the Association will operate the condominium, if such condominium is created by Developer or any assignee of Developer. This Association may, but will not be required to operate any other condominium within the Adjacent Lands created by any Person other than Developer, or its assigns, provided the Association joins in the declaration of condominium of such other condominium and agrees to operate same. In the event the Association operates any condominium in addition to Sea Oaks River Villas, a Condominium, then the following provision shall apply:

1. Definitions. The following definitions shall apply:

A. "Condominium" shall mean and refer to Sea Oaks River Villas, a Condominium, and any other condominium which the Association operates.

B. "Declaration" shall mean and refer to the Declaration of Condominium of Sea Oaks River Villas, a Condominium, and any other declaration of condominium operated by the Association, and any amendments to such declarations.

C. "Unit" shall mean and refer to a Condominium Unit within any Condominium operated by the Association.

D. "Unit Owner" shall mean the record owner of a Unit within any Condominium operated by the Association.

E. Any other defined term in these Articles or in the Bylaws shall be adjusted and modified where applicable to refer to all of the Condominiums operated by the Association.

2. The Bylaws may divide membership in the Association into classes or otherwise establish such that matters relating to only one Condominium will be voted upon only by the members who own Units in that Condominium, and matters relating to the Association or relating to all of the Condominium operated by the Association will be voted upon by all of the members.

3. The Bylaws may provide a means by which the directors will be divided among the various Condominiums operated by the Association.

Notwithstanding anything contained herein to the contrary, until such time as all of the Adjacent Lands is developed as part of the Condominium Property, or as one or more additional condominiums, no amendment to these Articles shall be made without the prior written consent of Developer and the owner of any portion of the Adjacent Lands which has not submitted to the Condominium Form of Ownership as part of the Condominium Property.

WHEREFORE, the Incorporator, and the Initial Registered Agent have executed these Articles on this 12<sup>th</sup> day of April, 1995.

MAJESTIC PARTNERS OF VERO BEACH,  
LTD., A Florida Limited Partnership.  
By MIP Management Corp., A Florida  
Corporation, General Partner

By: Jacques Brion  
President

STATE OF FLORIDA )

COUNTY OF Indian River )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 1995, by Jacques Brion, the President of MIP Management Corp., a Florida Corporation as General Partner of Majestic Partners of Vero Beach, Ltd., a Florida Limited Partnership, on behalf of the Partnership.



DONNIE LOU HICKMAN  
MY COMMISSION # CC300274 EXPIRES  
July 11, 1997  
BACKED THRU TROY FARM INSURANCE, INC.

Bonnie Lou Hickman  
Signature of Notary Public -  
State of Florida

Print, type or stamp  
commissioned name of Notary  
Public:

Personally known X or produced identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_

FILED

APR 13 PM 3:26

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to Section 48.091, Florida Statutes, the following is submitted:

SEA OAKS RIVER VILLAS CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the City of Vero Beach, County of Indian River, State of Florida, has named Steve L. Henderson, 817 Beachland Boulevard, Vero Beach, Florida 32963, as its agent to accept service of process within Florida.

Having been named to accept service of process for SEA OAKS RIVER VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, we hereby agree to act in this capacity, and we further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

  
Steve L. Henderson