



**ARTICLES OF INCORPORATION**  
**OF**  
**OCEAN RIDGE HOMEOWNERS ASSOCIATION OF MELBOURNE BEACH, INC.**

FILED  
OCT 29 11 35 AM '99  
TALLAHASSEE, FLORIDA

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, who is of full age, desiring to form a corporation not for profit, does hereby certify:

**ARTICLE I**

The name of the corporation is **OCEAN RIDGE HOMEOWNERS ASSOCIATION OF MELBOURNE BEACH, INC.** (hereinafter called the "Association").

**ARTICLE II**

The principal office of the Association is located at 1550 North Atlantic Avenue, Cocoa Beach, Florida 32931.

**ARTICLE III**

Leonard Spielvogel, whose address is 101 S. Courtenay Parkway, Merritt Island, Florida 32952, is hereby appointed the initial registered agent of this Association.

**ARTICLE IV**

**DEFINITIONS**

Unless otherwise provided herein to the contrary, all terms and words utilized herein shall be as defined in that certain Declaration of Protective Covenants, Conditions and Restrictions for Ocean Ridge, Brevard County, Florida dated March 22, 1996 and recorded or to be recorded in the Public Records of Brevard County, Florida (the "Declaration"). In the event of any conflict between these Articles and the Declaration, the Declaration shall control.

## ARTICLE V

### PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for Maintenance, preservation and architectural control of the Lots, Residential Units, and Common Area within that certain tract of land more particularly described in the Declaration and to promote the health, safety and welfare of the Owners within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3rds) of the votes of Members voting, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of all Eligible Members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of the votes of Members voting;

(g) Operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the applicable St. Johns River Water Management District permit requirements and applicable District rules, and assist in the enforcement of the restrictions and covenants contained herein.

(h) Fix, levy, collect and enforce against Members payment of Assessments adequate for the costs of Maintenance and operation of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements.

(i) Have and exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation law of the State of Florida by law may now or hereafter have or exercise.

**ARTICLE VI**

**MEMBERSHIP**

Every Owner of a Lot which is subject to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

**ARTICLE VII**

**MEETING OF MEMBERS: QUORUM REQUIREMENTS**

The presence at any meeting of Members entitled to cast or of proxies entitled to cast, one half (1/2) of the total number of votes shall constitute a quorum for any action except as otherwise provided in these Articles of Incorporation, the Declaration or the Bylaws of the Association.

**ARTICLE VIII**

**VOTING RIGHTS**

The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Any dispute concerning who has the right to cast the vote when more than one person holds an interest in a Lot shall be resolved or determined as set forth in the Declaration.

Class B. The Class B Member(s) shall be the Declarant, its successors and assigns, and shall be entitled to four (4) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the earlier occurrence of the following events:

(a) when the total votes outstanding in the Class A Membership equal or exceed the total votes outstanding in the Class B Membership; or

(b) on the date three (3) years from the date this Declaration is recorded, with it being agreed that notwithstanding the cessation of Class B membership in accordance with above, upon the subjecting of Additional Lands to this Declaration, Class B membership shall be reinstated for all Lots owned by Declarant so long as the total number of Class B votes shall then be greater than the total number of Class A votes; or

(c) within thirty (30) days after Declarant sends to the Association and to each Member notice that Declarant voluntarily wishes to turn over its control to the Association (hereinafter the "Turnover Date").

From and after the Turnover Date, the Class B Members shall be deemed Class A Members entitled to one (1) vote for each Lot in which they hold the interest required for membership.

## **ARTICLE IX**

### **BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Clyde E. Williams, Jr.	925 Euclid Avenue, Suite 2000 Cleveland, Ohio 44115
Karen A. P. Assink	925 Euclid Avenue, Suite 2000 Cleveland, Ohio 44115
James M. Havach	925 Euclid Avenue, Suite 2000 Cleveland, Ohio 44115

The initial directors shall serve until the Turnover Date or until their successors are earlier selected by the Class B Member. At the first annual meeting following the Turnover Date, the Members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years; and at each annual meeting thereafter, the Members shall elect one (1) director for a term of three (3) years.

#### ARTICLE X

#### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of the votes of Members voting. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

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., or any successor provision, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE XI**

**DURATION**

The corporation shall exist perpetually.

**ARTICLE XII**

**INCORPORATOR**

The name and address of the incorporator is as follows

James M. Havach

925 Euclid Avenue, Suite 2000

Cleveland, Ohio 44115

**ARTICLE XIII**

**AMENDMENTS**

Amendment of these Articles shall require the assent of two-thirds (2/3rds) of the votes of Members voting. Amendment of these Articles may be proposed by the Board of directors and shall be voted on at a Special Meeting of the membership duly called for that purpose, or at an annual meeting of the membership; provided, however, the foregoing requirement as to a meeting of the membership shall not be construed to prevent the Members from waiving notice of a meeting; provided further, if Members (and/or persons holding valid proxies) with not less than two-thirds (2/3rds) of the votes of all Members entitled to vote sign a written consent manifesting their intent that an Amendment to these Articles be adopted, then such Amendment shall thereby be adopted as though proposed by the Board of Directors and voted on at a meeting of the membership as hereinabove provided.



## **ARTICLE XIV**

### **BYLAWS**

The Bylaws of this Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded by the assent of two-thirds (2/3rds) of the votes of Members voting in person or by proxy.

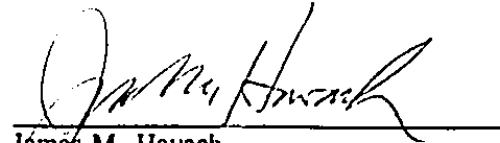
## **ARTICLE XV**

### **INDEMNIFICATION**

Subject to and consistent with the requirements and procedures for indemnification under the applicable provisions of the Florida Statutes, the Association shall defend, indemnify and hold harmless 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 (other than an action by or in the right of the Association), whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer, committee member or agent of the Association, from and against any and all liabilities, expenses (including attorneys' and paralegals' fees and for all stages prior to and in connection with any such action, suit or proceeding, including all appellate proceedings), judgments, fines and amounts paid in settlement as long as actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe this conduct was unlawful, except that 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 for gross negligence or misfeasance or malfeasance in the performance of his duty 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 of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper. The termination of any action, suit or proceedings 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 reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 26th day of March, 1996.

  
James M. Havach

STATE OF OHIO                    )  
  )  
COUNTY OF CUYAHOGA        )

The foregoing instrument was acknowledged before me this 26th day of March, 1996 by James M. Havach, who is [] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

  
Notary Public

KAREN A. P. ASWITH  
Notary Public for the State of Ohio  
My Commission Expires Feb. 15, 1998

**REGISTERED AGENT CERTIFICATE**

In pursuance of the Florida General Corporation Act, the following is submitted in compliance with said statute:

That Ocean Ridge Homeowners Association of Melbourne Beach, Inc. desiring to organize as a not for profit corporation under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation at the City of Cocoa Beach, County of Brevard, State of Florida, has named Leonard Spielvogel, located at 1015 Courtenay Parkway, Merritt Island, Florida 32952, as its registered agent to accept service of process and perform such other duties as are required in the state.

FILED  
MARCH 29 11 50  
MERRITT ISLAND  
FLORIDA

**ACKNOWLEDGEMENT:**

Having been named to accept service of process and serve as registered agent for the above-captioned Corporation, at the place designated in this Certificate, the undersigned hereby accepts to act in this capacity, and agrees to comply with the provision of said statute relative in keeping open said office, and further states he is familiar with §607.325, Florida Statutes.

*Leonard Spielvogel*  
\_\_\_\_\_  
Leonard Spielvogel

DATED: March 27, 1996

Sworn and Subscribed to before me this 27th day of March, 1996.

*Roseann G. Nelson*  
\_\_\_\_\_  
Notary Public, State of Florida  
at Large

Print Name: Roseann G. Nelson  
My Commission Expires: January 24, 2000  
Commission No. \_\_\_\_\_  
MY COMMISSION # CC509169 EXPIRES  
BOONCE THE ULTIMATE FAIR INSURANCE, INC.

Personally known to me.