

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE GALLERY AT RIDGEWOOD LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on March 14, 1996, as shown by the records of this office.

The document number of this corporation is N96000001428.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Fifteenth day of March, 1996



CR2EO22 (2-95)

Sandra B. Northam
Secretary of State

EXHIBIT C

**ARTICLES OF INCORPORATION
OF
THE GALLERY AT RIDGEWOOD LAKES
CONDOMINIUM ASSOCIATION, INC.
a Florida corporation**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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The undersigned incorporators, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopt the following Articles of Incorporation.

ARTICLE I - NAME

The name of this Corporation shall be THE GALLERY AT RIDGEWOOD LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, whose present address is 101 Spanish Moss Road, Davenport, FL 33837, hereinafter referred to as the "Association."

ARTICLE II - PURPOSE

The purpose for which the Association is organized is to promote the benefit of the members of the Association and to operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

ARTICLE III - DEFINITIONS

The terms used in these Articles and the By-Laws shall have the same definitions as those set forth in the Declaration of Condominium of The Gallery at Ridgewood Lakes, a Condominium, 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:

4.1 All of the common law and statutory powers of a corporation under the laws of the State of Florida and the statutory powers set forth in the Condominium Act.

4.2 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 and maintain a 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.

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

d. 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.

e. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Units, Common Elements, recreational facilities, and other areas within the Condominium or any property owned by the Association, and for the benefit of the Association's members, which power shall include the authority to impose fines for violation of such rules and regulations.

f. To enforce by legal means the provisions of the Condominium Act, these Articles, the By-Laws, and the Rules and Regulations of the Association.

g. To contract for the management and maintenance of the Condominium and to authorize a management agency 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/or 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 delegated to it by the Association, which powers and rights are vested in the Association by virtue of the Declaration, these Articles, the By-Laws 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 the rules, and execution of contracts on behalf of the Association. Any management and any other contracts or leases executed on behalf of the Association shall be terminable by the Association without cause upon thirty (30) days written notice without payment of a termination fee, and the term of any such agreement (except insurance policies) shall not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods. When professional management has been previously utilized by the Association, any decision to establish self management shall require the consent of sixty-seven percent (67%) of the units and fifty-one percent (51%) of unit mortgagees.

h. 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. Any agreement providing for services of the Developer to the Association may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

i. To pay taxes and assessments which are liens against any part of the Condominium, other than individual units and the appurtenances thereto, and to assess the same against the units subject to such liens.

j. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of individual units.

k. The Association shall have the power to purchase units in the Condominium and to hold, lease, mortgage and convey same. The Association shall have the power to own and convey property.

l. To maintain bank accounts on behalf of the Association.

m. To levy fines against unit owners and/or tenants for violations of the Declarations, these Articles of Incorporation, the By-Laws and the Rules and Regulations established by the Association to govern the units in THE GALLERY AT RIDGEWOOD LAKES CONDOMINIUM. The Board of Administration shall establish a procedure for the levy of such fines, which procedure shall be adopted as a part of the Rules and Regulations of the Association.

n. To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

o. To appoint such committees from the membership of the Association as are deemed appropriate by the Board of Administration and to make non-binding recommendations to the Board of Administration. The Board may, in its discretion, consider in making such appointments the specific areas of expertise of its membership which may be beneficial to such committees.

4.3 The Association shall have the power to merge or consolidate with other condominium associations and transfer the properties, rights and obligations of the Association to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by the Declaration, together with the covenants and restrictions established by such other association. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by the Declaration, except as provided in the Declaration.

ARTICLE V - MEMBERS

5.1 The members of the Association shall consist of all the record owners of Units. Membership shall be established as to each Unit upon the recording of a Declaration, or any amendment to a Declaration, submitting the property which included the Unit to the Condominium Form of Ownership. 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 amongst the public records in the county in which the Condominium is located of the deed or other instruments 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 received a true copy of the applicable deed or other instrument together with the new owner's mailing address and his local agent (if any) if the new owner resides outside of the State of Florida. Prior to the recording of any Declaration, the incorporator shall be the sole member of the Association.

5.2 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.

5.3 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 any entity, the vote for such Unit shall be cast in the manner provided by the By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5.4 The By-Laws shall provide for an annual meeting of the members of the Association and shall make provision for special meetings.

ARTICLE VI - DIRECTORS

6.1 The affairs of the Association shall be managed by a Board of Administration consisting of no less than three (3) Directors, nor more than five (5) Directors. Each Director shall be a person entitled to cast a vote in the Association, except as provided in Section 6.3 and 6.5 hereof and by the By-Laws.

6.2 Members of the Board of Administration shall be elected at the annual meeting of the Association members in the manner specified in the By-Laws. Non-developer Directors may be removed by the members as provided in the By-Laws and vacancies on the Board of Administration caused by such removal shall be filled in the manner provided by the By-Laws.

6.3 The initial Board of Directors of the Association shall consist of three (3) members who need not be members entitled to vote in the Association and shall be appointed by the Developer. The initial Board of Administration named in the Articles shall serve until unit

owners are entitled to elect unit owners to replace a member or members of the initial Board of Administration as contained in the schedule set out in paragraph 6.5. Any vacancies in the Developer appointed Directors shall be filled by the Developer appointing a replacement who need not be a member entitled to vote in the Association. All other vacancies between the annual meeting of members shall be filled by a vote of the remaining Directors, with the exception of vacancies caused by removal as specified in paragraph 6.2 above.

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

6.5 Initially the Developer shall have the right to appoint all of the directors. When members other than the Developer own fifteen percent (15%) or more of the units in the condominium that will be operated ultimately by the Association, the members other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Administration. 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 (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

b. One hundred twenty (120) days after seventy-five (75%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

c. Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

d. Three (3) months after the Developer has conveyed ninety percent (90%) of the units that will be operated ultimately by the Association to individual purchasers; or

e. 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; or

f. 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.

g. Seven (7) years after the first Unit in a Condominium is conveyed by the Developer.

The Developer is entitled to elect at least one (1) director as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units that will be operated ultimately by the Association. Thereafter all of the directors shall be elected by the members in the

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manner determined by the By-Laws. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit owner except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board of Administration.

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.

6.6 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 an election for members of the Board of Administration, they 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.

6.7 Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws, 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.

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

<u>NAME</u>	<u>ADDRESS</u>
Mark Scott	101 Spanish Moss Rd., Davenport, FL 33837
Jerry Davis	101 Spanish Moss Rd., Davenport, FL 33837
Karl Hoeft	101 Spanish Moss Rd., Davenport, FL 33837

ARTICLE VII - 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 By-Laws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

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<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
Mark Scott	President	101 Spanish Moss Rd., Davenport, FL 33837
Jerry Davis	Vice President	101 Spanish Moss Rd., Davenport, FL 33837
Karl Hoeft	Secretary/Treasurer	101 Spanish Moss Rd., Davenport, FL 33837

ARTICLE VIII - INDEMNIFICATION

8.1 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 is or was a director, officer or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts actually and reasonably incurred by him in connection with the action, suit or proceeding 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, if he had no reasonable cause to believe his conduct was unlawful; except, that 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 gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association. In the event of settlement, the indemnification provided for herein shall be available only when the Board of Administration of the Association approves such settlement in advance. The termination of any action, suit or proceeding by judgment, order, settlement, conviction of any action, suit or proceeding by judgment, 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 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, that he had no reasonable cause to believe that his conduct was unlawful.

8.2 To the extent that a director, officer or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

8.3 Any indemnification under paragraph 8.1 above (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 or committee member is proper under the circumstances because he has met the applicable standard of conduct set forth in paragraph 8.1 above. Such

determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by approval of not less than a majority of the members.

8.4 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interest directors on the Board in the specific case upon receipt of an undertaking by or on behalf of the directors or officers to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized herein.

8.5 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, and By-Laws, 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 or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

8.6 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer or committee member of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles of Incorporation.

ARTICLE IX - BY-LAWS

9.1 The first By-Laws shall be adopted by the Board and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X - AMENDMENTS

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

10.1 Either (i) a majority of the Board, or (ii) at least one-third (1/3) of the members of the Association, 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.

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

10.3 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 a majority of the votes of the entire membership of the Association. Members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting.

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

10.5 If not less than a majority of the directors and not less than a majority of the members eligible to vote, sign and acknowledge 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. Such statement must be executed in the manner required for the execution of a deed.

10.6 Anything herein to the contrary notwithstanding, until such time as the unit owners other than the Developer elect a majority of the members of the Board of Administration pursuant to these Articles and the By-Laws of the Association, a majority of the Board of Administration may amend these Articles without the necessity of a meeting of the unit owners or joinder by the unit owners in such amendment.

10.7 No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members without approval in writing 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. Article VI may not be amended without the written consent of the Developer as long as the Developer is a member of the Association.

10.8 No amendment to these Articles shall be made which discriminates against any Unit Owner(s), or affects less than all of the Unit Owners within THE GALLERY AT RIDGEWOOD LAKES, a Condominium, without the written approval of all of the Unit Owners so discriminated against or affected.

10.9 Upon the approval of an amendment to these Articles, articles of amendment shall be executed and delivered to the Secretary of State, State of Florida, as provided by law, and a copy certified by the Secretary of State shall be recorded in the public records of Orange County.

ARTICLE XI - INCORPORATORS

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

<u>NAME</u>	<u>ADDRESS</u>
Mark Scott	101 Spanish Moss Rd., Davenport, Florida 33837

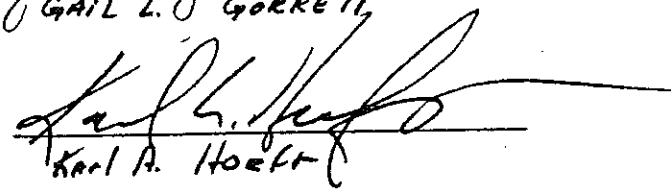
**ARTICLE XII - INITIAL REGISTERED
OFFICE, ADDRESS AND NAME OF REGISTERED AGENT**

The street address of the initial registered office of the Association is **101 Spanish Moss Road, Davenport, FL 33837**. The initial registered agent of the Association at that address is **Mark Scott**.

IN WITNESS WHEREOF, the Incorporator and the Initial Registered Agent, have executed these Articles on the 13 day of MARCH, 1996.


GAIL L. GORRELL



MARK SCOTT


Karl A. Hoelt

**STATE OF FLORIDA
COUNTY OF POLK**

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized to take acknowledgments in the State and County aforesaid, personally appeared MARK SCOTT, to me known to be the person described as the incorporator in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he subscribed to those Articles of Incorporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13 th day of March, 1996.


NOTARY PUBLIC
Print name: Janet G. Rayborn
My Commission Expires:
Commission No.:

