

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of **THE FOREST AT RIDGEWOOD HOMEOWNERS' ASSOCIATION, INC.**, a Florida corporation, filed on January 24, 1994, as shown by the records of this office.

The document number of this corporation is N94000000522.

*Given under my hand and the
Great Seal of the State of Florida,
At Tallahassee, the Capital, this the
Third day of February, 1994*

CR2E022 (2-91)

<signature>

Jim Smith

Secretary of State

ARTICLES OF INCORPORATION

OF

THE FOREST AT RIDGEWOOD

HOMEOWNERS' ASSOCIATION, INC

A CORPORATION NOT-FOR-PROFIT

The undersigned, being desirous of forming a corporation not for profit, under the provisions of Chapter 617 of the Florida Statutes, hereby subscribes to these Articles for the purpose of forming a corporation and with the powers herein specified.

ARTICLE I. NAME

The name of this corporation shall be The Forest at Ridgewood Homeowners' Association, Inc. (hereinafter referred to as the "Village Association").

ARTICLE II. REGISTERED AGENT AND OFFICE

Mark Scott, whose address is 101 Spanish Moss Road, Davenport, FL 33837, is hereby appointed the initial registered agent of this Village Association.

ARTICLE III. INITIAL PRINCIPAL OFFICE

The initial principal office of the Village Association shall be located at 101 Spanish Moss Road, Davenport, FL 33837. The Village Association may change its principal office from time to time without amendment of these Articles of Incorporation.

ARTICLE IV. PURPOSE AND POWERS OF THE Village Association

A. The purpose and object of the Village Association shall be to administer the operation and management of The Forest at Ridgewood, a subdivision located in Polk County, Florida (hereinafter "Village") more fully described in Exhibit "A" attached hereto, (hereinafter "Property") according to the Village Declaration of Covenants, Conditions and Restrictions which is to be recorded in the public records of Polk County, Florida ("Village Declaration"), and any additions thereto which may be brought into the jurisdiction of this Village Association by annexation under the terms and conditions as set forth in the Declaration the Declarant.

B. The Village Association does not contemplate pecuniary gain or profit to the Members thereof and shall undertake and perform all acts and duties incident to the operation, management, preservation and architectural control of the Property in accordance with the terms, provisions and conditions of these Articles of Incorporation, the Bylaws of the Village Association

and the Declaration. The Village Association shall further promote the health, safety and welfare of the Members of the Village Association in the Village.

C. The Village Association shall have the following powers:

1. All of the powers and privileges granted to corporations not for profit under the laws of the State of Florida as the same may be amended from time to time as therein provided.

2. All of the powers reasonably necessary to implement and effectuate the purposes of the Village Association, including, without limitation, the power, authority and right to undertake all powers and duties set forth in the Declaration, these Articles and Bylaws as the same may be amended from time to time, the Declaration and Bylaws being incorporated herein as if set forth in full.

3. The right to tax, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses incident to the conduct of the business of the Village Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Village Association;

4. The right to 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 Village Association and to annex such property owned by it to the covenants and restrictions.

5. The right to borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

6. The right to 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 (2/3) of each class of Members, agreeing to such dedication, sale or transfer, provided, however, the Village Association shall have the right to grant permits, easements or licenses to a public agency or utility company for utilities, roads, other purposes reasonably necessary or useful for the proper maintenance or operation of the property, which grants shall not be deemed a dedication, sale or transfer requiring the consent of Members.

7. The right to 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, consolidations or annexation shall have the consent of two-thirds (2/3) of each class of Members.

[From Addendum to Articles of Incorporation -

8. OPERATE AND MAINTAIN COMMON PROPERTY SPECIFICALLY THE SURFACE WATER MANAGEMENT SYSTEM AS PERMITTED BY THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT INCLUDING ALL LAKES, RETENTION AREAS, CULVERTS AND RELATED APPURTENANCES.

9. TO SUE AND BE SUED.

10. TO CONTRACT FOR SERVICES TO PROVIDE FOR OPERATION AND MAINTENANCE IF THE ASSOCIATION CONTEMPLATES EMPLOYING A MAINTENANCE COMPANY.

11. EXIST IN PERPETUITY; HOWEVER, IF THE ASSOCIATION IS DISSOLVED, THE PROPERTY CONSISTING OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE CONVEYED TO AN APPROPRIATE AGENCY OF LOCAL GOVERNMENT, AND THAT IF NOT ACCEPTED, THEN THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE DEDICATED TO A SIMILAR NON-PROFIT CORPORATION.]

ARTICLE V. QUALIFICATION OF MEMBERS

The qualification of Members, manner of their admission to and termination of membership shall be as follows:

A. Every person or entity who is a fee simple records owner of a fee interest in any Lot which is subject to the Declaration, including contract sellers, shall be a Member of the Village 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 separate from ownership of any Lot which is subject to the Declaration.

B. The membership of any person or entity shall be automatically terminated upon his being divested of his title or interest in such Lot; provided that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Lots at any time while such person or entity shall retain fee title to or a fee ownership interest in any Lot.

C. Transfer of membership shall be recognized by the Village Association upon its being provided with a copy of the recorded deed conveying such fee simple title to a Lot to the new Member.

D. Except as an appurtenance to his Lot, no member can assign, hypothecate or transfer in any manner, his membership in the Village Association or his interest in the funds and assets of the Village Association. The funds and assets of the Village Association shall belong solely to the Village Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and the Bylaws hereof.

ARTICLE VI. VOTING RIGHTS

There shall be two classes of voting memberships:

CLASS A. The Class members shall be Owners of a Lot as such is defined in the Declaration, with the exception of Declarant. A Class A Member shall be entitled to one vote for each Lot owned.

CLASS B. The Class B members shall be the Declarant, and the Declarant shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of any of the following, whichever first occurs:

- a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- b. December 31, 1999.

Until the recordation of the Declaration in the public records of Polk County, Florida, the membership of the Village Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters upon which the membership would be entitled to vote.

When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised by one person as they determine, and such person shall be designated as the holder of the vote. If a corporation, partnership, joint venture or other entity is a fee simple title holder to a Lot, such entity shall designate one person as the holder of the vote. In no event shall more than one vote be cast with respect to any Lot.

ARTICLE VII. BOARD OF DIRECTORS

A. The business affairs of this Village Association shall be managed by the Board of Directors who need not be Members of the Village Association. The number of members of the first Board of Directors shall be three and the initial Board of Directors shall be appointed by the Declarant. Thereafter, the number of member of the Board of Directors shall be as set forth in the By-Laws.

B. The names and addresses of the persons who are to serve as the initial Board of Directors until their successors are appointed or chosen, are as follows:

<u>DIRECTOR:</u>	<u>ADDRESS:</u>
Joe Lewo	101 Spanish Moss Rd., Davenport, FL
Robert Mason	101 Spanish Moss Rd., Davenport, FL
Mark Scott	101 Spanish Moss Rd., Davenport, FL

C. At the first annual meeting after termination of the Class B membership, there shall be a director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one or two directors (being the same number of directors as those whose terms have expired) for a term of three years.

ARTICLE VIII. OFFICERS

A. The officers of the Village Association shall be a President, one or more Vice Presidents, Secretary and Treasurer, and if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directions of the Board of Directors.

B. Officers of the Village Association may be compensated in the manner to be provided in the Bylaws. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Village and the affairs of the Village Association, and any and all such persons and/or entity or person or entity is a Member, Director or officer of the Village Association.

C. The persons who are to serve as officers of the Village Association until their successors are chosen are:

<u>OFFICE:</u>	<u>NAME:</u>
President	Joe Lewo
Vice President	Robert Mason
Secretary/Treasurer	Mark Scott

D. The officers shall be elected by the Board of Directors at their annual meeting as provided in the Bylaws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

E. The President shall be elected from the membership of the Board, but no other officer need be a Director. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except Secretary and Treasurer.

ARTICLE IX. BYLAWS

A. The Board of Directors shall adopt by a majority vote the original Bylaws of the Village Association.

B. The Bylaws shall be amended by the procedure more fully set forth in the Bylaws and shall be approved by at least a majority of each class of membership.

ARTICLE X. AMENDMENT OF ARTICLES

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the votes of each class of Members. When the Class B membership ceases and is converted to Class A membership, amendment of these Articles shall require the assent of seventy-five percent (75%) of only the votes of such Class A membership.

ARTICLE XI. INDEMNITY

Every Director and every officer of the Village Association shall be indemnified by the Village Association against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him in connection with 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 at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of any claim for reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Village Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or other officer may be entitled.

ARTICLE XII. NON-PROFIT STATUS

No part of the income of this corporation shall be distributed to the Members except upon the dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

ARTICLE XIII. MERGER AND DISSOLUTION

The Village Association shall have the right to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members.

This Village Association may be dissolved by the approval of two-thirds of the votes of each class of members given in person by proxy or by written consent. Upon dissolution of the Village Association, other than incident to a merger or consolidation, the assets of the Village Association shall be dedicated to an appropriate public agency or other non-profit organization similar in purpose to the Village Association to be used for purposes similar to those for which this Village Association was created, including without limitation, the assignment of any of the Village Association's obligations concerning the drainage facilities to an

entity approved by Southwest Florida Water Management District. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval and dissolution pursuant to, Florida Statute 617.05.

In the event of termination, dissolution or final liquidation of the Village Association, the responsibility for the operation and maintenance of the surface water or stormwater management system, if any, 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 Southwest Florida Water Management District prior to such termination dissolution or liquidation.

ARTICLES XIV. DURATION

The corporation shall exist perpetually.

ARTICLE XV. FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require prior approval of the Federal Housing Administration or the Veteran's Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Property, dedication of Common Property, dissolution and amendment of these Articles.

ARTICLE XVI. SUBSCRIBER

The name and address of the subscriber to these Articles is Mark Scott, 101 Spanish Moss Road, Davenport, Florida 33837.

<Mark Scott>

Mark Scott

STATE OF FLORIDA

COUNTY OF POLK

The foregoing Articles of Incorporation were acknowledged before me this <12th> day of January, 1994 by Mark Scott, who is personally known to me or who has produced _____ as identification.

<Katheryn S. Griffith>

Notary Public

Print Name: <Katheryn S. Griffith>

My Commission Expires: <Nov. 2, 1994>

Commission #: <CC0557669>

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**CERTIFICATE DESIGNATING PLACE OF REGISTERED OFFICE
FOR SERVICE OF PROCESS WITHIN THIS STATE,
NAMING REGISTERED AGENT UPON WHICH
PROCESS MAY BE SERVED**

PURSUANT to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

THAT, THE FOREST AT RIDGEWOOD HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation in the City of Davenport, County of Polk, State of Florida, has named as its Registered Agent, Mark Scott in the City of Davenport, County of Polk, State of Florida, to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.

<Mark Scott>

MARK SCOTT

ADDENDUM: ARTICLES OF INCORPORATION

ADD TO: ARTICLE IV, C.

8. OPERATE AND MAINTAIN COMMON PROPERTY SPECIFICALLY THE SURFACE WATER MANAGEMENT SYSTEM AS PERMITTED BY THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT INCLUDING ALL LAKES, RETENTION AREAS, CULVERTS AND RELATED APPURTENANCES.

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