

EXHIBIT 5  
CERTIFICATE OF APPROVAL  
THE RIDGEWOOD CLUB, A CONDOMINIUM

THIS IS TO CERTIFY THAT

has been approved by THE RIDGEWOOD CLUB CONDOMINIUM, INC. as the purchaser of the following described property in Brevard County, Florida:

Such approval has been given pursuant to the provisions of the Declaration of Condominium.

IN WITNESS WHEREOF, this Certificate has been executed in the name of the Association by its officers thereunto duly authorized, on the \_\_\_\_\_ day of

\_\_\_\_\_, 1984.

THE RIDGEWOOD CLUB CONDOMINIUM  
ASSOCIATION, INC.

BY: \_\_\_\_\_  
PRESIDENT

ATTEST;

\_\_\_\_\_  
SECRETARY

STATE OF FLORIDA  
COUNTY OF BREVARD

Before me, the undersigned authority, personally appeared \_\_\_\_\_ and \_\_\_\_\_, President and Secretary respectively of THE RIDGEWOOD CLUB CONDOMINIUM ASSOCIATION, INC. to me well known and known to be the persons who

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## EXHIBIT 6

FILED

ARTICLES OF INCORPORATION

FOR

1905 APR -4 PM 12:43

THE RIDGEWOOD CLUB CONDOMINIUM ASSOCIATION, INC.SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned hereby associate themselves for the purpose of forming a corporation, not for profit under the laws of the State of Florida, pursuant to Chapter 617, Florida Statutes, and certify as follows:

ARTICLE INAME

The name of the Corporation shall be:

THE RIDGEWOOD CLUB CONDOMINIUM ASSOCIATION, INC.

which corporation shall hereinafter be referred to as the "Association".

ARTICLE IIPURPOSE

The purposes and objects of the Association shall be to administer the operation and management of the Condominium to be established in accordance with the Condominium Act of the State of Florida and pursuant to the development plans set forth in the Declaration of Condominium, upon or within the property in Brevard County, State of Florida, legally described upon Exhibit I attached to the Declaration of Condominium and made a part hereof which entire area is hereinafter referred to as THE RIDGEWOOD CLUB CONDOMINIUM and to undertake the performance of the acts and duties incident to the administration of the operation and management of said Condominium in accordance with the terms, provisions, conditions and authorization contained in these Articles of Incorporation and which may be contained in the formal Declaration of Condominium which shall be recorded in the Public Records of Brevard County, State of Florida, at the time that said property, and the improvements situated thereon are submitted to a plan of Condominium ownership and to own, operate, lease, sell, trade and otherwise deal with such property whether real or personal as may be necessary or convenient in the administration of said Condominium, and further to foster a fine residential community throughout the area of the developemnt.

ARTICLE IIIPOWERS

The association shall have the following powers:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida which are not in conflict with the terms of these Articles.

2. The Association shall have all of the powers and duties set forth in the Florida Condominium Act except as limited by these Articles and any attendant Declaration of Condominium; and all of the powers and duties reasonably necessary to implement and effectuate the purposes of the Association, as hereinabove set forth, including but not limited to the following:

(a) To make, establish and enforce reasonable rules

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and regulations governing the use of Condominium units, Common Elements and Condominium property as said terms may be defined in the Declaration of Condominium to be recorded.

(b) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Condominium and the Association.

(c) To use the proceeds of assessments in the exercise of its powers and duties.

(d) To undertake the maintenance, repair, including emergency repairs, replacement and operation of the Condominium and the Condominium properties or property leased by the Association for the benefit of its members, including the power to contract for the management of the Condominium and any recreational facilities.

(e) To purchase insurance upon the Condominium properties and insurance for the protection of the Association and its members.

(f) To reconstruct the Condominium improvements after casualty and construct further improvements of the Condominium properties.

(g) To make reasonable rules and regulations respecting the use of the Condominium properties.

(h) To approve or disapprove the leasing and transfer of ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.

(i) To enforce by any legal means the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation and the By-Laws of the Association, and the Rules and Regulations for the use of the properties in the Condominium.

(j) To acquire and/or to sell and/or convey and to enter into any agreements whereby it acquires and/or sells and/or conveys any interest in real or personal properties, whether by fee or otherwise, whether or not contiguous to the land of the Condominium, all to be for the use or benefit of the members of the Association; such power includes but is not limited to the power to purchase, hold, lease, mortgage, sell and convey Condominium units in THE RIDGEWOOD CLUB, A CONDOMINIUM.

(k) To grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

3. All funds and the titles to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium; these Articles of Incorporation and the By-Laws.

4. The Association shall make no distribution of income or dividends to its members, administrators or officers.

5. The corporation is organized and operated solely for administrative and managerial purposes. It is not intended that the corporation show any net earnings, but no part of any net earnings that do occur shall inure to the benefit of any private member. If, in any taxable year, the net income of the corporation from all sources other than casualty insurance proceeds and other nonrecurring items exceed the sum of (1) total

common expenses for which payment has been made or liability incurred within the taxable year, and (2) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year, such excess shall be held by the corporation and used to reduce the amount of assessments that would otherwise be required in the following year. For such purposes, each unit owner will be credited with the portion of any excess that is proportionate to his interest in the Common Elements of the Condominium.

6. This corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Condominium and By-Laws. The voting shall be as set forth in the Declaration of Condominium and By-Laws.

7. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of these Articles of Declaration of Condominium and By-Laws.

#### ARTICLE IV

##### DUTIES

In addition to the duties imposed by the provisions of Florida Condominium Act, these Articles, the Declaration of Condominium and the By-Laws, the Association shall:

1. Maintain accounting records according to good accounting practices which shall be open to inspection by members or their duly authorized representatives at reasonable times, and supply written summaries at least annually to members or their duly authorized representatives.

2. Use its best efforts to obtain and maintain adequate insurance to protect the Association and the Common Elements. A copy of the insurance policies in effect shall be made available for inspection by unit owners at reasonable times.

3. In any legal action in which the Association may be exposed to liability in excess of the insurance protecting it and its members, and Association shall give notice of the exposure within a reasonable time to all members who may be exposed to the liability, whereupon such members shall have the right to intervene and defend in such action.

4. Make available for inspection by unit owners, lenders and insurors or guarantors of any first mortgage upon request during normal business hours or under other reasonable circumstances, current copies of the Declaration of Condominium, By-Laws, and other rules concerning the condominium project.

5. Permit within a reasonable time after request, the holders of 51 percent or more of first mortgages to prepare, at the mortgage holders expense, an audited financial statement for any immediately preceding fiscal year, if one is not otherwise available.

#### ARTICLE V

##### MEMBERS

1. The members of the Association shall consist of and be limited to all the record owners of units in the building of the Condominium comprising THE RIDGEWOOD CLUB, A CONDOMINIUM.

2. Admission to membership in the Association shall be

automatic upon the recording in the Public Records of Brevard County, State of Florida, of an Approval of Transfer executed by the Board of Administration, and of a Condominium deed or other instrument establishing a record title to a unit in the Condominium and the delivery to the Association of the certified copy of such instrument; the owner or owners designated by such instrument, thereby becoming a member or members of the Association. The membership in the Association of the prior owner or owners shall be thereby terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her unit.

4. The members of the Association, singly or collectively, shall be entitled to only one vote for each unit owned by them. The exact manner of exercising voting rights when there are two or more owners of one unit shall be determined by the By-Laws of the Association.

## ARTICLE VI

### ADMINISTRATION

1. The affairs of the Association will be managed by a Board of Administration consisting of the number of Administrators as shall be determined by the By-Laws of the Association, but shall be not less than three (3) in number. In the absence of a determination as to the number of members the Board of Administration shall consist of three (3) Administrators.

2. The Administrators of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Administrators may be removed and vacancies on the Board of Administration shall be filled in the manner provided by the By-Laws.

3. The first election of Administrators by the members of the Association shall be held pursuant to the provision of the Condominium Act (specifically Florida Statutes, Chapter 718.301), or when the Developer shall voluntarily call an election, whichever shall first occur, except that unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration not later than (a) 60 days after 75% of the units have been conveyed to unit purchasers other than the Developer or (b) three (3) years following conveyance of the first unit, whichever shall first occur. Not more than 60 days after unit owners other than the Developer elect a majority of members to the Board of Administration, the Developer shall relinquish control of the Association and the unit owners shall accept control pursuant to provisions of the Florida Condominium Act.

4. The Administrators herein named shall serve until the first election of Administrators by Association members, and any vacancies in their number occurring before the first election shall be filled by the remaining Administrators.

5. The names and addresses of the members of the first Board of Administration, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
MARVIN HELF	1001 NW 62nd Street, Suite 404 Fort Lauderdale, FL 33309

STUART B. FEINER

1001 NW 62nd Street, Suite 404  
Fort Lauderdale, FL 33309

NANCY FEINER

1001 NW 62nd Street, Suite 404  
Fort Lauderdale, FL 33309

#### ARTICLE VII

The affairs of the Association shall initially be administered by the officers named in these Articles of Incorporation. After the Developer has relinquished control of the Board of Administration, the officers shall be elected by the Board of Administration at its first meeting, following the annual meeting of the members of the Association; which officers shall serve at the pleasure of the Board of Administration. The names and addresses of the officers who shall serve until their successors are designated by the Board of Administration elected by the membership of the Association are as follows:

<u>NAME</u>	<u>ADDRESS</u>
MARVIN HELF	1001 NW 62nd Street, Suite 404 Fort Lauderdale, FL 33309
STUART B. FEINER	1001 NW 62nd Street, Suite 404 Fort Lauderdale, FL 33309
NANCY FEINER	1001 NW 62nd Street, Suite 404 Fort Lauderdale, FL 33309

#### ARTICLE VIII

##### INDEMNIFICATION

Every Administrator and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel 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 an Administrator or officer of the Association, whether or not he is an Administrator or officer at the time such expenses are incurred, except in such cases wherein the Administrator or officer is adjudged guilty or willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement, indemnification shall apply only when the Board of Administration approve such settlement and reimbursement as being for the best interest of the Association.

The foregoing right of indemnification shall be in addition to, and not exclusive of all other rights to which such Administrators or officers may be entitled.

#### ARTICLE IX

##### BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Administration named herein, and may be altered, amended or rescinded in the manner provided by the By-Laws.

#### ARTICLE X

##### AMENDMENTS

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

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution approving a proposed amendment may be proposed by either the Board of Administration or by any one or more members of the Association. Administrators and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Association at or prior to the meeting.

(a) Such approval must be by not less than sixty-six and two-thirds (66-2/3%) percent of the entire membership of the Board of Administrators and by not less than fifty-five (55%) percent of the votes of the entire membership of the Association; or

(b) By not less than seventy-five (75%) percent of the votes of the entire membership of the Association; the members of the Board of Administration of the Association shall be elected by unit owners other than the Developer, all amendments to the Articles of Incorporation shall be approved by sixty-six and two-thirds (66-2/3%) percent of the initial Board of Administrators as set forth in Article VII, and any successor to any member of the Board of Administrators appointed pursuant to Article VI, paragraph 4, shall have the same right and power to approve amendments hereto as any member of the initial Board of Administrators.

(c) Provided further that no amendments shall be adopted without the consent and approval of the Developer, so long as it shall own five (5) or more condominium units in THE RIDGEWOOD CLUB, A CONDOMINIUM.

3. No amendment shall make any changes in the qualification for membership or in voting rights of members, or any change in Paragraphs 3 and/or 4 of Article III hereof without approval in writing by all members.

4. A copy of each amendment to the Articles of Incorporation as approved together with an attached certificate of its approval by the membership sealed with the corporate seal and signed by the Secretary or Assistant Secretary and executed and acknowledged by the President or the Vice President, shall be filed with the Secretary of State with the necessary fees and a copy certified by the Secretary of State shall be recorded in the public records of Brevard County, State of Florida.

#### ARTICLE XI

##### TERM

This Association shall have perpetual existence.

#### ARTICLE XII

##### DEVELOPER

Wherever referred to herein, the term "Developer" shall mean his successors or assigns.

ARTICLE XIII

SUBSCRIBERS

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

<u>NAME</u>	<u>ADDRESS</u>
MARVIN HELF	1001 NW 62nd Street, Suite 404 Fort Lauderdale, FL 33309
STUART B. FEINER	1001 NW 62nd Street, Suite 404 Fort Lauderdale, FL 33309
NANCY FEINER	1001 NW 62nd Street, Suite 404 Fort Lauderdale, FL 33309

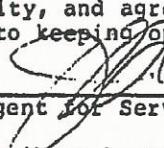
ARTICLE XIV

REGISTERED AGENT AND INITIAL REGISTERED OFFICE

This corporation organized under the laws of the State of Florida has selected JACK B. SPIRA, 5205 Babcock Street, NE, Palm Bay, County of Brevard, State of Florida, as its registered office, or at such other place as may be subsequently designated by the Board of Administration, and has named JACK B. SPIRA of that address as its Registered Agent to accept service of process within this State.

ACKNOWLEDGEMENT

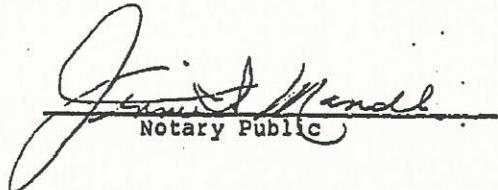
Having been named to accept service of process for the above stated corporation, at the place designated in this Article, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relative to keeping open said office:

By:   
Agent for Service of Process

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures on this 2nd day of April, 1985.

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared MARVIN HELF, STUART B. FEINER and NANCY FEINER who after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed therein, this 2nd day of April, 1985.

  
Notary Public

My commission expires:  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPT 16, 1987  
BONDED THROUGH MURKIN-ASHTON INC

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