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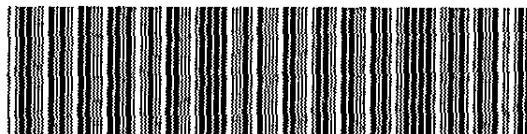
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BRINSON PROPERTIES, INC.
2001 Brinson Road, Unit #307
Lutz, Florida 33558
(813) 240-5667

August 1, 2007

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: The Woods Residents' Association, Inc./Articles of Incorporation

Ladies and Gentlemen:

Enclosed please find an original and one (1) copy of the Articles of Incorporation for The Woods Residents' Association, Inc., which we ask that you accept for filing. Also enclosed is a check made payable to the "Department of State" and in the amount of \$78.75 to cover the Filing Fee, Designation of Registered Agent and the cost of a certified copy.

Please return a certified copy of the Articles to the undersigned at the address noted above.

Sincerely,



James C. Sweasy, President

ARTICLES OF INCORPORATION
OF
THE WOODS RESIDENTS' ASSOCIATION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of the laws of the State of Florida and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is **THE WOODS RESIDENTS' ASSOCIATION, INC.** (the "**Association**").

2. Principal Office. The principal place of business and mailing address of the Association is 2001 Brinson Road, Unit #307, Lutz, Florida 33558.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 2001 Brinson Road, Unit #307, Lutz, Florida 33558. The name of the Registered Agent of the Association is:

JAMES C. SWEASY

4. Definitions. A declaration entitled Declaration of Covenants, Restrictions and Covenants for The Woods, An RV Subdivision (the "**Declaration**") will be recorded in the Public Records of Pasco County, Florida, and shall govern all of the operations of a community to be known as *The Woods*, wherein the Association established hereby shall be designated as the "Association", and which Declaration, as the same may be amended from time to time, is incorporated herein. All initially capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Area, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; and (d) promote the health, safety and welfare of the Owners.

6. Not-for-Profit. The Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties conferred upon corporations not-for-profit pursuant to the laws of the State of Florida necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the Declaration and By-Laws, as herein provided.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and The Woods.

7.3 To establish rules and regulations.

7.4 To sue and be sued.

7.5 To operate, maintain and manage the Surface Water Management System and other facilities and areas, including the detention basin/stormwater pond, if required by the Permits and/or the Declaration and otherwise in a manner consistent with the rules and regulations of the Southwest Florida Water Management District (SWFWMD), and levy and collect adequate assessments for the cost of maintenance and operation of said Surface Water Management System as more fully set forth in the Declaration.

7.6 To contract for services to provide for operation and maintenance of the Surface Water Management System facilities if the Association contemplates employing a maintenance company.

7.7 To fix, levy, collect and enforce payment, by any lawful means, of all charges and Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

7.8 To pay all Operating Costs and other appropriate expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association, and office and other expenses incident to the conduct of the business of the Association.

7.9 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Area) in connection with the functions of the Association except as limited by the Declaration.

7.10 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.11 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of; The Woods to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.12 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of (i) seventy-five percent (75%) of all the votes entitled to be cast at any meeting of the Members of the Association specifically called and held for such purposes, and (ii) the Declarant for so long as the Declarant (or any affiliate thereof) owns a Lot (or the beneficial interest therein).

7.13 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, The Woods, the Common Area, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.

7.14 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.15 To employ personnel and retain independent contractors to contract for management of the Association, The Woods, and the Common Area as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association.

7.16 To contract for services to be provided to, or for the benefit at; the Association, Owners, the Common Area, and The Woods as provided in the Declaration, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.

7.17 To establish committees and delegate certain of its functions to those committees.

8. Voting Rights. Owners and Declarant shall have the voting rights set forth in the Declaration and By-Laws.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than nine (9) directors. The initial number of directors shall be three (3). The number of directors shall be determined from time to time in accordance with the provisions of the By-Laws. Board members shall be appointed and/or elected as stated in the By-Laws and/or the Declaration. The election of directors shall be held at the annual meeting. At the first annual meeting in which the members of the Association are entitled to elect directors, the members shall elect five (5) directors: two (2) directors for a term of one (1) year, two (2) directors for a total of two (2) years, and one (1) director for a term of three (3) years. The candidate receiving the largest number of votes shall serve as the director for the three (3) year term; the two candidates receiving the second and third largest vote shall serve as directors for two (2) years; and the two (2) candidates receiving the fourth and fifth largest vote shall serve as directors for one (1) year. At each annual meeting of the members of the Association thereafter, the members shall elect the appropriate number of directors for a term of three (3) years. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME:

ADDRESS:

James C. Sweasy

2001 Brinson Road, Unit #307, Lutz, FL 33558

Terry Sweasy

2001 Brinson Road, Unit #307, Lutz, FL 33558

Gregory A. Compton

15350 Amberly Drive, Unit #2621, Tampa, FL 33647

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Area, in the place and stead the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if the Association is dissolved, then upon such dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred

to, and be accepted by, an appropriate governmental agency or authority. If a governmental agency will not so accept the Surface Water Management System, then the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to, and be accepted by, an entity approved by SWFWMD prior to such termination, dissolution or liquidation.

11. Duration. The Association shall have perpetual existence until dissolved in accordance with these Articles of Incorporation or by applicable law.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to the Turnover Date. Prior to the Turnover Date, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Turnover Date, Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above and in the Declaration, these Articles may be amended with the approval of (i) 66 and 2/3% of the Board; and (ii) seventy-five percent (75%) of the votes entitled to be cast at a duly called meeting of the Members held for such purpose and in which there is a quorum.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify, or which would result in any provision of these Articles being in conflict or insistent with, the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant.

13.3 By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Incorporator. The name and address of the Incorporator of this corporation is:

James C. Sweasy
2001 Brinson Road, Unit #307
Lutz, Florida 33558

15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President/Secretary:	James C. Sweasy
Vice President/Treasurer:	Terry Sweasy
Assistance Secretary:	Gregory A. Compton

16. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and Officer of the Association, and their respective heirs, executors and administrators, against all loss, liability, damages, actions, causes of action, and all cost and expenses, incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including, without limitation, reasonable attorney's fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Declarant, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest, and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of the 1st day of August, 2007.


James C. Sweasy

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named as Registered Agent of **THE WOODS RESIDENTS' ASSOCIATION, INC.** to accept service of process for said corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.


James C. Sweasy

Woods HOA Articles 073107.doc

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TALLAHASSEE, FLORIDA