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	Fictitious Name
	Name Reservation
	Reinstatement

REGISTRATION/QUALIFICATION	
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**ARTICLES OF INCORPORATION FOR
WILDFIELDS PROPERTY OWNERS ASSOCIATION, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION**

By these Articles of Incorporation, the undersigned Incorporator forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles"):

ARTICLE I
NAME

The name of the corporation shall be WILDFIELDS PROPERTY OWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association".

ARTICLE II
DURATION

Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State. The Association shall exist perpetually unless and until dissolved according to law. If the Association is terminated, dissolved or liquidated (other than by merger or consolidation with another property owners association), and not subsequently reinstated, and if then required by applicable law, the portion of the Association Property consisting of the Surface Water or Storm Water Management System and the responsibility for operation and maintenance thereof must be conveyed to and accepted by an entity which would comply with the Southwest Florida Water Management District Permit requirements and applicable District rules, and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation. The remainder of the Association Property, after the payment of debts and expenses, shall be conveyed to a not for profit property owners association similar to the Association or shall be dedicated to any applicable municipal or other governmental authority as determined by the Board of Directors of the Association provided that such other association or authority shall then be responsible for the operation and maintenance thereof.

ARTICLE III
DEFINITIONS

The following words shall have the definitions set forth below for purposes of these Articles:

3.1 "Association" shall mean and refer to WILDFIELDS PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, or its successors and assigns.

3.2 "Association Expenses" shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the

performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Association Property, including any reserves established by the Association, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to the Declaration, the Bylaws, and these Articles.

3.3 "Association Property" shall mean and refer to the portions of the Subject Property as shall be deeded to the Association to be devoted to the use of the Members of the Association and maintained and operated by the Association at Association Expense as reflected on the Plat recorded or to be recorded in the Public Records of Sumter County, Florida, and such other property as may be transferred to the Association, including all common property and any improvements located thereon, and all personal property.

3.4 "Developer" shall mean and refer to L.L. Swor, Inc., a Florida corporation, and its successors and assigns. No successor or assignee of the Developer shall have any rights or obligations of the Developer unless such rights and obligations are specifically set forth in the instrument of succession or assignment or unless such rights pass by operation of law.

3.5 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions for the Association to be imposed by the Developer on the Subject Property and to be recorded by the Developer in the Public Records of Sumter County, Florida.

3.6 "Member" shall mean and refer to each Owner who is a Member of the Association as provided in Article VII of these Articles.

3.7 "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Parcel included in the Subject Property, including the Developer and its successors and assigns; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or by conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single owner for each Parcel owned, irrespective of whether such ownership is joint, in common or tenancy by the entirety.

3.8 "Parcel" shall mean and refer to each separately described platted lot or tract in the Subject Property intended for development and use, subjected to the encumbrance of the Declaration, to be recorded in the Public Records of Sumter County, Florida, as it may be amended from time to time.

3.9 "Surface Water Management System" or "Storm Water Management System" shall mean a system including, but not limited to, roadway and rear-yard under-drains, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

3.10 "Subject Property" shall mean and refer to all that certain real property described on "Exhibit A" attached to these Articles.

ARTICLE IV
PRINCIPAL OFFICE; MAILING ADDRESS

The principal office the Association is located at 8626 U.S. Highway 441, Leesburg, FL 34788. The mailing address of the Association is 8626 U.S. Highway 441, Leesburg, FL 34788.

ARTICLE V
REGISTERED OFFICE AND AGENT

Anna S. Swor, whose address is 8626 U.S. Highway 441, Leesburg, FL 34788., is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI
PURPOSE AND POWERS OF THE ASSOCIATION

6.1 Purpose. The Association is formed to provide for, among other things, the operation, management, maintenance, and improvement of Association Property, including water retention areas, storm water facilities, private roads and parking lots, landscaping and irrigation and the operation and maintenance of the Surface Water Management System or Storm Water Management System, including all lakes, if any, retention areas, storm water facilities, if any, culverts and related appurtenances, and in so doing to promote the health, safety and welfare of the Owners, and in a manner consistent with the Southwest Florida Water Management District Permit requirements (as issued with respect to the Subject Property after construction plans are approved) and applicable District rules, to assist in the enforcement of or enforce the Declaration.

6.2 Powers. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the operation, management, maintenance, administration and improvement of Association Property. Unless otherwise specifically prohibited by law, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part to any agency of local government or successor or not-for-profit corporation. Without limiting the foregoing, the Association shall have the power 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, and as the same may be amended from time to time as therein provided;

(b) To pay all Association Expenses, including 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 personal property in connection with the affairs of the Association;

(d) Omitted;

(e) Omitted;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and common area, provided that any such merger, consolidation or annexation shall have the affirmative vote of two-thirds (2/3) of the Members;

(g) The Association shall operate, maintain and manage the Surface Water Management System or Storm Water Management System in a manner consistent with the Southwest Florida Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of the Declaration which relate to the surface water or storm water management system;

(h) The Association shall maintain the private roads and parking lots within the property (utilizing the dues of the Owners), so as to provide free and passable ingress and egress to the nearest state or county maintained road;

6.3 Assessments. The Association shall levy collect adequate assessments and charges against Members of the Association for the costs of maintenance and operation of the surface water or storm water management system(s), and the private roads and parking lots within the property, landscaping, irrigation, and garbage removal and all other Association Expenses and shall have full authority to collect and enforce payment by any lawful means, including, but not limited to, recording liens against the Member's Parcel and foreclosing the same.

6.4 Dividends and Distributions. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers.

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ARTICLE VII
MEMBERSHIP

Each Owner, including the Developer, shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. Association membership of each Owner shall be appurtenant to the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title of a Parcel shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VIII **VOTING RIGHTS**

8.1 Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of the Developer, until Class "B" membership has been converted to Class "A" membership, as provided in Section 8.1 (b) of these Articles and the Declaration, and after such conversion, all Owners shall be Class "A" Members. Prior to the replat of Lot 1, PB 6, Page 44, "Owner" shall mean an owner of a portion of Lot 1. After the replat of Lot 1, PB 6, Page 44, "Owner" shall mean an owner of one of the six replatted buildable lots. Class "A" Members shall be entitled to one (1) vote for each Parcel in which they hold the ownership interest required for membership. When more than one person or entity holds the ownership interest required for membership in the Association, each such person or entity shall be a Member, but the single vote of such Members with respect to the Parcel owned by them shall be exercised by those holding a majority interest in the Parcel designated as provided below. However, in no event shall more than one (1) Class "A" vote be cast with respect to any Parcel which is owned by more than one person or entity. The Association shall recognize the vote or written consent of a particular co-owner, who or which is designated by a majority interest of all co-owners, entitled to cast the vote attributable to the Parcel owned by such co-owners, provided that such written designation shall be delivered to the Secretary of the Association not less than twenty-four (24) hours prior to the taking of the particular vote in question.

(b) Class "B". The Class B Member shall be the Developer, its successors and assigns. Prior to the replat of Lot 1, PB 6, Page 44, the Class B Member shall be entitled to nine (9) votes. After the replat of Lot 1, PB 6, Page 44, the Class B Member shall be entitled to nine (9) votes per platted lot. The Class B Membership shall cease and terminate on the "turnover date" as required by Section 720.307 of the Florida Statutes. The Developer shall have the right, but not the obligation, to convert Class B Membership into Class A Membership sooner than required by Section 720.307, Florida Statutes (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

ARTICLE IX
BOARD OF DIRECTORS

(a) Number, Initial Board, Election. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as the "Board") of not less than three (3) nor more than seven (7) directors who need not be Members. The initial Board shall be comprised of three (3) persons. The numbers of Directors may be changed from time to time by or in accordance with the Bylaws of the Association, but shall never be fewer than three (3). 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>
Larry L. Swor	8626 U.S. Highway 441 Leesburg, FL 34788
Anna S. Swor	8626 U.S. Highway 441 Leesburg, FL 34788
Chris S. Swor	8626 U.S. Highway 441 Leesburg, FL 34788

Members of the Board shall be elected at the annual meeting of the Association in the manner specified in the Bylaws.

ARTICLE X
OFFICERS

The affairs of the Association shall be administered by the officers. The officers shall be elected by the Board of Directors in accordance with the Bylaws, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the initial officers who shall serve until their successors are elected by the Board of Directors are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Anna S. Swor	8626 U.S. Highway 441 Leesburg, FL 34788
Vice President	Anna S. Swor	8626 U.S. Highway 441 Leesburg, FL 34788
Secretary	Anna S. Swor	8626 U.S. Highway 441 Leesburg, FL 34788
Treasurer	Anna S. Swor	8626 U.S. Highway 441

ARTICLE XI
INDEMNIFICATION

11.1 Action Against Party Because of Corporate Position. 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 completed claim, 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, employee, or agent of the Association, or is or was serving at the request of the Association as a director, partner, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees inclusive of any appeal), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such claim, 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 interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct unlawful. The termination of any claim, action, suit, or proceeding 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 interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 Action by or in the Right of Association. 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 completed claim, action, or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, partner, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees inclusive of any appeal) actually and reasonably incurred by him in connection with the defense or settlement of such claim, action, or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and 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 negligence or misconduct in the performance of his duty to the Association unless and only to the extent that a court of competent jurisdiction (the "Court") in which such claim, action, or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court shall deem proper.

11.3 Reimbursement if Successful. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any claim, action, suit, or proceeding referred to in Sections 11.1 or 11.2 of this Article XI, or in defense of any claims, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees inclusive of any appeal) actually and reasonably incurred by him in connection therewith, notwithstanding that he has not been successful (on the merits or otherwise) on any other claim, issue, or matter in any such claim, action, suit, or proceeding.

11.4 Authorization. Any indemnification under Sections 11.1 and 11.2 of this Article XI (unless ordered by a court) shall be made by the Association as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 11.1 and 11.2. Such determination shall be made (a) by the board of directors 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, by a majority vote of a quorum of disinterested directors.

11.5 Advanced Reimbursement. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

11.6 Indemnification Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, rule of law, provision of certificate of incorporation, bylaw, agreement, vote of Members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity, while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person. Where such other provision provides broader rights of indemnification than these bylaws, said other provision shall control.

11.7 Insurance. The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, partner, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity, or 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 this Article.

ARTICLE XII **BYLAWS**

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XIII **AMENDMENTS**

Amendments to these Articles of Incorporation shall be made as provided by Florida Statutes Section 617.1002 (b) or in the following manner:

13.1 Resolution. A resolution setting forth a proposed amendment for adoption may be proposed either by the Board of Directors or by 10% of the votes of all Members in any class. The Board of Directors will direct that such a proposed resolution be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

13.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

13.3 Vote. 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 Members of each class entitled to vote thereon as a class.

13.4 Agreement. If all of the Directors and all of the Members eligible to vote sign a written statement adopting an amendment to these Articles, then the amendment shall thereby be adopted as though subsections 13.1 through 13.3 had been satisfied.

13.5 Limitations. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with Chapter 617, Florida Statutes, or with the Declaration or the Bylaws. Any such proposed amendment shall be subject to the provisions of Article X hereof.

13.6 Filing. A copy of these Articles of Incorporation and a copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Sumter County, Florida.

ARTICLE XIV **INCORPORATOR**

The name and address of the incorporator to these Articles of Incorporation is as follows:

Name

Address

Anna S. Swor

8626 U.S. Highway 441
Leesburg, FL 34788

ARTICLE XV **NON-STOCK CORPORATION**

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the

Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

ARTICLE XVI

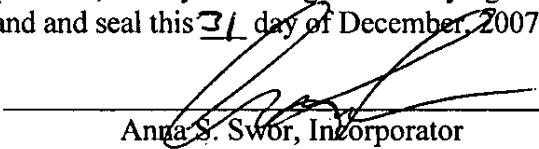
DEVELOPER'S RIGHTS AND VETO POWER

(a) The Developer's Rights in the Association. the Developer shall be entitled to appoint at least one (1) member of the Board for as long as the Developer is the owner of any Parcel or lot. So long as the Developer is entitled to representation on the Board, whether the Developer exercises the right to appoint or not, the Board and the Association shall have no authority to, and shall not undertake any action, which shall: (i) Adopt signage restrictions, or prohibit or restrict in any manner the sales and marketing program of the Developer (b) Make any special or individual assessment against or impose any fine upon the Developer's property; (c) Terminate or cancel any contracts of the Association entered into while the initial Board was in office; (d) terminate or waive any rights of the Developer under these Articles of Incorporation; (e) convey, lease, mortgage, alienate or pledge or permit any easements on Association Property; (f) terminate or cancel any easements granted by the initial Board or by the Association or by the Declaration; (g) terminate or impair in any fashion any easements, powers or rights of the Developer hereunder; h) restrict the Developer's right of use, access and enjoyment of any of the Parcels or lots: or (i) cause the Association to default on any obligation under any contract or these Articles of Incorporation, unless the Developer consents in writing to the prohibited action. The Developer's appointee on the Board, or other person designated to so act by the Developer, shall exercise the Developer's consent.

(b) Developer's Veto Power. Notwithstanding any provision of these Articles of Incorporation to the contrary, from and after the termination of the Class B membership, the Developer shall have veto power over all actions of the Association and the Board. This power shall expire when the Class A vote equals ninety (90%) percent of the total membership vote of the Association. No action authorized by the Association or the Board shall take effect, nor shall any action, policy or program be implemented, until and unless: (i) the Developer shall have been given written notice of each meeting of the Members and of the Board by certified mail, return receipt requested or by personal delivery, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and the Board, which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and (ii) the Developer shall have been given the opportunity at each such meeting to join in the discussion of any proposed action, policy, or program to be implemented by the Board or the Association and to make its concerns and suggestions known to the Members of the Association or the Board, At such meeting, the Developer shall have veto power over any such action, policy or program proposed, authorized or taken by the Board or the Association. Except as set forth in subsection (iii) below, the Developer's veto must be exercised by the Developer, its representatives or agent at, or within five (5) days after, the meeting to consider such proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and (iii) If any action, policy or program is to be implemented by written consent

without the formality of a meeting, the Developer shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and the Developer shall have five (5) days after receipt of such notice to exercise its veto.

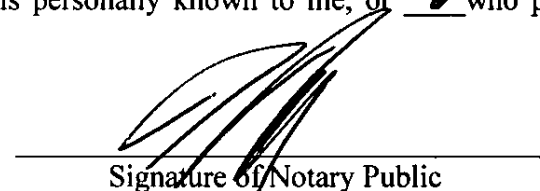
IN WITNESS WHEREOF, I, the undersigned, being the Incorporator hereinbefore named, for the purpose of forming this corporation not for profit under the laws of the State of Florida, do make and file these Articles of Incorporation, hereby declaring and certifying that the facts herein stated are true, and hereunto set my hand and seal this 31 day of December, 2007.



Anna S. Swor, Incorporator

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Articles Of Incorporation was acknowledged before me this 31st day of December, 2007, by Anna S. Swor, who is personally known to me, or ✓ who produced a Florida drivers license as of identification.



Signature of Notary Public

 **Timothy P. Hoban**
Commission # DD311300
Expires June 17, 2008
Bonded Troy Fain - Insurance, Inc. 800-345-7019

**CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICES OF PROCESS**

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said acts.

WILDFIELDS PROPERTY OWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 8626 U.S. Highway 441, has named Anna S. Swor, located at the foregoing registered office, as its Registered Agent to accept service of process within the State.

Inc.

WILDFIELDS Property Owners Association,

By: _____

Anna S. Swor, Incorporator

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above state corporation at the place designated in this Certificate, I hereby state that I am familiar with and accept the obligations of the Registered Agent. I also hereby agree to comply with provisions of said Acts relative to those obligations.

Anna S. Swor
Registered Agent

Dated: December, 31st, 2007

2008 JAN 11 P 12:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

EXHIBIT A
To the WILDFIELDS PROPERTY OWNERS ASSOCIATION, INC.
Articles of Incorporation

LEGAL DESCRIPTION
SUBJECT PROPERTY

Lot 1, Plat of Business Park 44, Plat 44, Plat Book 6, Page 48, Public Records of Sumter County, Florida.