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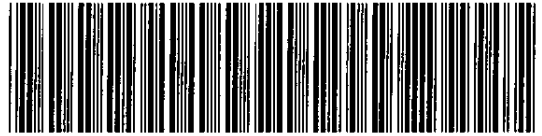
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10 MAR 25 AM 11:49

McKnight MAR 26 2010

EDWIN H. JACOBS
Attorney at Law
2119 Sterling Glen Court
Sun City Center Fl. 33573
Phone 813 633 3073

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

March 19, 2010

SUBJECT: EVERGLADES COURT HOME OWNERS ASSOCIATION, INC.
A Corporation Not For Profit
{Proposed name of corporate Not For Profit Homeowners Association}

Enclosed is the original of 7 pages with an attachment of five [5] pages, totaling twelve [12] pages, of the proposed Articles of Incorporation and, in addition, two [2] copies of said Articles with attachments.

Also enclosed is our check Number 4918, dated March 19, 2010 in the amount of **Ninety One Dollars and Fifty cents [\$91.50}** as and for the filing fees for filing a not for profit corporation;

1. \$35.00 - Filing Fee
 2. \$35.00 - Designation of Registered Agent
 3. \$ 8.75 - **Certified Copy**
 4. \$ 4.00 - Cost of Pages over eight [8] [The articles consist of Seven [7] pages
the attachment of five [5] pages totaling Twelve [12] pages.
 5. \$ 8.75 - **Certificate of Status**
- \$91.50 TOTAL**

Please return the Certified copy of the Articles and the Certificate of Status to
Edwin H. Jacobs, 2119 Sterling Glen Court, Sun City Center, FL 33573

Thanks for your help. It is appreciated.



Edwin H. Jacobs

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ARTICLES OF INCORPORATION
of
EVERGLADES COURT HOMEOWNERS ASSOCIATION, INC.
A Corporation Not For Profit

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
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THE UNDERSIGNED INCORPORATOR to these Articles of Incorporation hereby proposes the incorporation under Chapters 617 and 720, Florida Statutes, of a corporation not for profit, and hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida Articles of Incorporation, and hereby certifies as follows:

ARTICLE I: NAME AND LOCATION

The Name of the corporation shall be **EVERGLADES COURT HOMEOWNERS ASSOCIATION, INC.** [hereinafter referred to as the "Assoc."] and its initial office for the transaction of its' affairs shall be 2119 Sterling Glen Court, Sun City Center, Florida 33573.

ARTICLE II: PURPOSES

This Assoc. does not contemplate pecuniary gain or profit to the members thereof, and no distribution of income to its' members, directors or officers shall be made except that nothing herein shall preclude the Assoc. from compensating persons who may be members, directors or officers for services in exchange for services actually rendered to or costs actually incurred for the benefit of the Assoc. in furtherance of one or more of its' purposes. The general purpose of the Assoc. is to promote the common interests of the property owners of Lots 1 through 10, of DEL WEBB'S SUN CITY UNIT NUMBER FIVE, inclusive, as well as all the common area included in DEL WEBB'S SUN CITY UNIT NUMBER FIVE according to map or plat thereof as recorded in Plat Book 38 on page 31 of the Public Records of Hillsborough County, Florida [hereinafter referred to as UNIT NUMBER FIVE]. The specific purpose of this Assoc. is to perform the functions as contemplated in the Restrictive covenants and conditions incorporated in the Instrument recorded March 28, 1962 in Official Records Book 909 on page 41 of the Public Records of Hillsborough County, Florida with reference to DEL WEBB'S SUN CITY UNIT NUMBER FIVE [hereinafter referred to as the "DECLARATION"] as same, in the future may be amended, which shall include but not be limited to;

[a] Exercise all of the powers and privileges and to perform the duties and obligations of the Assoc. as set forth in the Declaration, and

[b] Fix, levy, collect and enforce payment, by any lawful means, all charges and/or

easements pursuant to the terms of the Declaration and/or the Laws of the State of Florida as the Board may from time to time determine, and

[c] Pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Assoc., and

[d] Maintain, repair and replace Common Properties as contemplated by the Declaration, and

[e] Have and exercise any and all the powers, rights and privileges of a not-for-profit corporation organized as a homeowners association under the laws of the State of Florida.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

A. Eligibility. Every person, whether an individual, corporation or other entity, who is the record owner of a lot that is subject to assessments pursuant to the Declaration, shall become members of the Assoc. upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person, each such person shall be a member. An owner of more than one Lot is entitled to a membership for each Lot owned. No person other than a Lot owner may be a member of the Assoc., and a membership in the Assoc. may not be transferred except by the transfer of title to a Lot.

If more than one person owns a fee interest in any Lot, all such persons are members but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file a certificate with the Secretary of the Assoc. naming the voting co-owner entitled to vote at such meeting, unless such co-owners have filed a general voting certificate with the Secretary, applicable to all votes until rescinded. Notwithstanding the foregoing, no separate certificate shall be necessary if title to the lot is held in a tenancy by the entireties, and in such event either tenant is entitled to cast a vote for said lot, unless and until either tenant notifies the Assoc. otherwise, in writing, and then, in that case, the co-tenant rules as described above shall apply.

B. Classes of Membership and Voting: The Assoc. shall have one class of voting membership who shall all be owners of properties in DEL WEBB'S SUN CITY UNIT NUMBER FIVE. Subject to the provisions of Section A of this Article, members are

entitled to cast on vote for each Lot owned. There shall be no cumulative voting for Directors or on any other matters. Proxy voting shall be governed by Florida Statutes.

C. Transferability: Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title.

ARTICLE IV; TERM OF EXISTENCE

This Corporation shall have perpetual existence.

ARTICLE V; INCORPORATOR

The name and address of the Incorporator of these **Articles of Incorporation** is Edwin H. Jacobs, whose address is 2119 Sterling Glen Court, Sun City Center, Fl. 33573.

ARTICLE VI; MANAGEMENT AND DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors, which shall consist of no less than three [3] nor more than five [5] individuals. The precise number to be determined from time to time by the Board of Directors of the Assoc. Directors shall be elected for one [1] year terms by the members at the annual members' meeting to be scheduled by the Board of Directors in the fourth quarter of each fiscal year in a manner prescribed in the Assoc. By-Laws and shall hold office until their respective successors are duly elected and qualified. As the Assoc. has only ten [10] lots, and thus having a very limited membership, The Board may from time to time select a president, or a vice president, or a secretary or a treasurer of the Assoc. as the Board may deem necessary to adequately administer the affairs of the Assoc. and/or such other officers, as in the opinion of the Board, may from time to time be necessary to adequately administer the affairs of the Assoc. Any individual may hold two [2] or more Assoc. offices except that the offices of the president and the treasurer may NOT be held by the same person. The officers may have such duties as may be specified by the Board of Directors of the Assoc. Vacancies occurring on the Board shall be filled by the Board, said replacement to serve as a Board member until the next annual election of Directors.

ARTICLE VII; INITIAL OFFICERS

The names of the initial officers who are to serve until their successors are elected under

the provisions of these Articles of Incorporation and the Assoc. By-Laws are;

Rita D. Bedard ---- Treasurer
1584 Council Drive
Sun City Center Fl. 33573

Donna W. Frost -----Secretary
1598 Council Drive
Sun City Center, Fl. 33573

ARTICLE VIII; INITIAL BOARD OF DIRECTORS

The number of persons constituting the initial Board of Directors of the Assoc. shall be three [3] and the names and addresses of such first Board of Directors, who shall hold office until their respective successors are elected, pursuant to these Articles of Incorporation and the By-Laws are the following;

Rita D. Bedard ----- Director - Treasurer
1584 Council Drive
Sun City Center Fl. 33573

Donna W. Frost ----- Director - Secretary
1598 Council Drive
Sun City Center, Fl. 33573

Arly P. Hawkins ---- Director
1580 Council Drive
Sun City Center Fl. 33573

ARTICLE IX; BYLAWS

After approval of a majority of the members of the Assoc., the By-Laws of the Assoc. shall be adopted by the initial Board of Directors, as constituted under Article VIII above, at the organizational meeting of the Board. Thereafter the By-Laws may be altered, amended, or rescinded by the affirmative vote of two thirds [2/3] of the Board of Directors, and after notice to the members, by the majority vote of the members at

any regular or special meeting of the membership.

ARTICLE X; AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

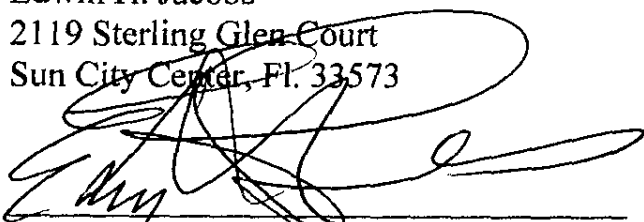
- [a] The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of members the annual or a special meeting.
- [b] Written notice setting fourth the proposed amendment with a summary of the changes to be affected thereby, shall be given to each member of record entitled to vote thereon within the time and in the manner provided by the Florida Statutes for the giving of notice and the meeting of members. If the meeting is an annual meeting, the proposed amendment and summary may be included in the notice of such annual meeting.
- [c] 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 the majority of those members present in person or by Proxy at such meeting. [Proxies shall be governed by Florida Statutes.]
- [d] Any number of amendments may be submitted to the members and voted on by them at any one meeting.
- [e] Notwithstanding anything herein to the contrary, no amendment of these Articles of Incorporation shall be valid which constitutes a material change, without the written approval of two thirds [2/3] of the members entitled to vote thereon. For the purposes of this Article, a material change to these Articles of Incorporation shall be deemed any change concerning
 - [1] voting rights of members,
 - [2] assessments, assessment liens, or subordination of assessment liens,
 - [3] reserves for maintenance, repair and replacement of common properties,
 - [4] responsibility for maintenance or repairs,
 - [5] *reallocation of interest in the general or limited common properties, or rights to their use,*
 - [6] boundaries of any lot,

- [7] convertibility of Lots into common areas or visa versa,
- [8] expansion or contraction of Unit Number Five,
- [9] insurance or fidelity bonds,
- [10] leasing of Lots,
- [11] imposition of restrictions on an Owner's right to sell or transfer his or her unit or Lot or
- [12] material changes in the "Declaration", of five [5] pages, a true copy of which is attached hereto and made a part hereof as if fully written herein.

ARTICLE XI: REGISTERED OFFICE AND AGENT

The name and address of the Registered Agent for service of process upon of the Assoc. and the address of the Registered Office of the Assoc. is

Edwin H. Jacobs
2119 Sterling Glen Court
Sun City Center, Fl. 33573

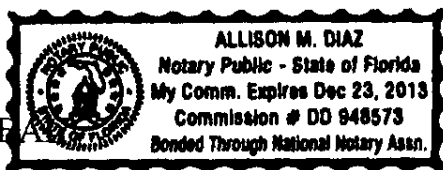

Edwin H. Jacobs, Incorporator

The foregoing instrument was acknowledged before me this 22 day of March 2110, by Edwin H. Jacobs being known to me as the person who executed the foregoing Articles of Incorporation, and who acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein set forth. He is personally known to me or produced Florida Driver's License as identification.

My Commission Expires Dec. 23, 2013

Allison M. Diaz
Signature

[AFFIX NOTARY SEAL]

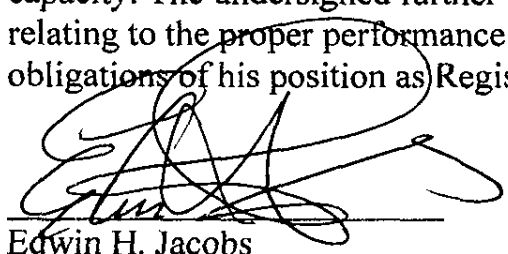


Allison M. Diaz
Name [Printed]
Notary Public: State of Florida

ACCEPTANCE OF REGISTERED AGENT

The undersigned, having been named as Registered Agent and to accept service of

of process for the **EVERGLADES COURT HOMEOWNERS ASSOCIATION, INC.**, hereby accepts the appointment as Registered Agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of statutes relating to the proper performance of his duties and is familiar with and accepts the obligations of his position as Registered Agent.


Edwin H. Jacobs

Date

3/22/10

Page 7 of 7

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Restrictive covenants and conditions incorporated in Instrument recorded March 28th 1962 in Official Record Book 909 on page 41 of the Public Records of Hillsborough County, Florida, affecting the following described property, to-wit:

ALL of DEL WEBB'S SUN CITY, UNIT NUMBER FIVE, according to map or plat thereof recorded in Plat Book 30 on page 31 of the Public Records of Hillsborough County, Florida.

BOOK 6545 PAGE 1520

1. All dwellings erected in this subdivision shall be erected on the building lots as designated on the recorded plat, and shall be one story single family units designated as town houses. All such town houses must contain at least 700 square feet of enclosed living area floor space. The term living area floor space is exclusive of all floor space in porches, pergolas, garages, carports and the servant's quarters. All dwellings shall be constructed of brick, cement block or other substantial masonry construction or insulated frame construction. No more than one dwelling unit shall be built on any one building lot.

2. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within those easements no structure, planting or other materials shall be placed or permitted to remain, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot, and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility or utility company is responsible.

3. All lots shall be served only by the community sewer and water system provided by the Little Manatee Utility Company, and the owners of the town houses on said property shall pay the monthly charge for such service as provided for in the franchise of record.

4. No house trailer or no temporary or permanent building of any nature, detached from the town house shall be built, erected, placed or maintained on any lot, except as provided in item 8 herein.

5. No store, office or other place of business of any kind, and no hospital, sanitarium or other place for the care or treatment of the sick, physically or mentally, nor any theatre, saloon or other place of entertainment shall be erected or permitted upon any lot, and no business of any kind or character whatsoever, shall be conducted in or from the building located on any lot or from any lot, except as provided in item 8 herein.

6. No swine, horses, cows or other livestock, no pigeons, ducks, turkeys or other poultry shall be kept upon any lot.

7. No permanent structure, solid wall, fence or hedge shall be erected or maintained on any property within 20 feet of a dedicated public street, a golf course boundary line or a lake boundary line. Landscaping shall be planned for all properties bordering the golf course or lake, so as to avoid undue obstructions of the view of the golf course or the lake.

8. No prefabricated building or structure of any nature whatsoever, permanent or temporary shall be moved or placed upon, or assembled or otherwise maintained, provided, however that a temporary office, tool shed, saw shed, lumber shed and sales office may be maintained on the property by any building contractor for the purpose of erecting and selling dwellings, but such temporary structures shall be removed at completion of construction or selling of dwelling, whichever is later.

9. All clothes lines, equipment and service yard shall be kept screened by adequate planting, so as to conceal them from view of neighboring properties, street or golf course properties. All rubbish, trash or garbage shall be removed from the lots, and shall not be allowed to accumulate thereon, and shall not be burned, except by use of the incinerator, and then only during the hours so specified by the governing authority.

10. That in order to promote and maintain efficiency and cooperation for the full enjoyment of, and by the owners of the town houses on the above described property, a board of management for each group or cluster of town houses erected in each subdivision block, be, and the same is hereby established and created as follows:

a. Each such Board of Management shall consist of three managers, who shall choose a chairman from among them.

b. The first board of management for each group or cluster of town houses erected in each separate subdivision block, effective as of the date of these presents, shall consist of H. R. Mathews, B. K. Fair, and D. R. Madsen, who shall serve until 60% of the town houses in each such block or cluster have been sold, at which time such board shall thereupon cause an election to be held among the owners of such town houses, who shall elect a new board of management from among the owners thereof. Thereafter, annual elections shall be held for the purpose of electing the board of management under such rules and regulations as shall be adopted by such board. Such adopted regulations shall not be inconsistent with the covenants and conditions and provisions of this instrument. The managers so elected shall serve for a term of one year without pay. The board of management or any member thereof may be removed and replaced at any meeting specially called by a majority of the owners of the group or cluster of town houses. Notice of any special meeting called for the purpose of considering the removal of the board of management or any member thereof shall be given or mailed to each of the members of the board of management at least three (3) days prior to such meeting. The notice shall contain the date, place and time of such meeting and shall be signed by a majority of the owners of the group or cluster of town houses. No board of management or member thereof may be removed unless by majority vote of the owners of the group or cluster of town houses.

c. For the purpose of voting, each town house shall have one vote constituting one voting unit, it being understood that the owners of each town house shall be entitled to one vote among them, regardless of the number of persons who may own such town house.

d. A majority vote of the managers shall entitle such board to carry out action on behalf of the owners of the town houses.

11. The board of Management shall have the following rights and powers:

a. To levy monthly assessments, payable in advance, against each town house.

b. To use and expend the assessments collected, to maintain, care for and preserve the buildings, grounds and improvements, including all common private property.

c. To pay, on an individual assessed basis, all taxes and assessments levied and assessed against real property in the subdivision, and on such equipment and tools, supplies and other personal property that is owned by the board of management for the common benefit of all town house owners.

d. To pay for water, insurance, sewerage and other utilities and expenses as shall be designated by the board.

e. To enter into and upon the town houses, when necessary, and at as little inconvenience to the owners of said town houses as possible, in connection with the duties of the board as outlined herein.

f. To repair and replace facilities, machinery and equipment as it is necessary and convenient in the discretion of the board.

g. To determine and fix the minimum amount of fire and extended coverage insurance for each town house and so notify the owner. In the event said owner fails to promptly insure the town house in a good and responsible company and furnish evidence of such insurance and payment of premiums, the board may secure insurance in the name of the board for the benefit of the owner and assess the charges for premiums and any other necessary expenses against the owner; to insure and keep insured other improvements on the property and the owner thereof against loss from fire or other casualty, and to purchase such other insurance as the board may deem advisable. Such insurance may be taken in the name of the board for the benefit of all the town house owners, or in such other manner as the board may deem advisable. Nothing herein contained shall prohibit an owner from purchasing such additional amounts or types of insurance as he may deem advisable.

h. To collect delinquent assessments by suit or otherwise, and to enjoin or seek damages from the owners of the town houses for violations of the covenants herein contained on the part of the owners to be performed, or for violation of the rules hereinafter referred to. All legal proceedings shall be brought in the name of the Chairman of the Board of Management.

i. To protect and defend the property from loss and damage by suit or otherwise.

j. To employ workmen, maids, janitors and gardeners and to purchase supplies and equipment. To enter into contracts and generally to have the power of an apartment house manager in conjunction with the matters hereinbefore set forth.

k. To make reasonable rules and to amend the same from time to time, and such rules and amendments shall be binding upon the owners when the owners of a majority of the town houses have approved them in writing. A copy of such rules and all amendments shall be delivered to each town house.

l. To create an assessment fund into which the Board shall place all sums collected by assessment or otherwise, the assessment fund to be used and expended for the purposes herein set forth.

m. To render to the owners semi-annual statements of receipts and expenditures.

n. To appoint officers and agents to carry out the business of the Board.

12. All alterations, fences, hedges or plantings that would cause a change in the exterior appearance of the above described property must be approved by the Board of Management prior to such alteration or change being made.

13. An initial assessment to cover the period of the first six months of ownership in the amount of \$210.00 for one-bedroom units and \$270.00 for two-bedroom units is hereby levied against each town house, which said assessment is to be paid by the purchaser to the Board of Management at the time of the sales closing and title transfer; provided, however, it is fully understood, that neither this assessment, nor the lien hereinafter provided for, nor any other assessment hereafter made, shall apply to the undersigned, but shall apply only to the purchasers of said town houses.

14. That for the purpose of enforcing the payment of the assessments provided for above, to be levied by the Board of Management, said assessments shall constitute a covenant running with the land and shall be binding upon the interest of all purchasers, their heirs, successors and assigns, and shall remain a lien upon said

lands until paid. Said liens shall be in favor of the Board of Management, and upon default, non-payment or non-performance by the owner of any town house, said lien may be foreclosed by the Board of Management in order to enforce payment of the assessments levied thereby. Any redemption thereafter shall be subject to the continuing lien for future assessments, and any purchaser after foreclosure shall also be subject to the continuing lien, as provided for herein. It is specifically understood and agreed, however, that the lien herein created shall at all times be subordinate and inferior to the lien of any mortgage which now exists or is hereafter created, held by any bona fide lending institution encumbering said town houses or any of them. It is the intention that the lien herein will be secondary and subordinate to the lien of any mortgage loan made by a bona fide lending institution, regardless of the time such mortgage is placed of record.

15. Prior to any sale or sub-lease by an owner or lessee, of his interest in this subdivision, approval of such proposed sale, lease or sub-lease must be obtained from the Board of Management. Said Board of Management shall be given notice in writing of any proposed sale, lease or sub-lease, and shall at once deliver a written notice thereof, to the owner of each town house within the boundaries of its managerial jurisdiction. Said Board of Management shall have 15 days after receiving such notice, to approve or disapprove the same, and in the event said proposal is disapproved, said Board of Management shall, within said 15 day period, have the option to purchase, lease or sub-lease the same, as the case may be, for and on behalf of the owners of other town houses, but only upon submission to a written vote and approval by a majority of the owners, on the same terms under which the owner or lessee proposed to sell, lease or sub-lease. If, at the expiration of said 15 day period, the Board of Management has not exercised its option, as provided herein, it shall have no further right or authority to prevent the proposed sale or lease, provided however, that nothing in this paragraph shall be construed to apply to the sales of any properties described herein, by either the Del E. Webb Corporation, or the Trustees named herein; and further provided, that nothing in this paragraph shall be construed to require an owner to obtain the consent of the Board of Management to mortgage his interest in this subdivision to a bona fide lending institution or to restrict the rights of such lending institution, as provided by law.

16. All owners, their successors and assigns, of any of the lands hereinabove described, waive any rights to partition or to seek a partition of any part or all of said property.

17. The foregoing restrictions, covenants and regulations run with the land, and shall be binding on all persons owning any of said properties, or any part or parcel thereof, or interest therein, for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years each, unless by a vote of a majority of the then owners of said lots to change the said covenants, in whole or in part. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in any such deeds, each and all of said restrictive covenants, conditions and regulations shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by a court of competent jurisdiction, and damages awarded against such violators; provided, however, that violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said lots or any part thereof.

Restrictions, DEL WEBB'S SUN CITY, UNIT #5, page 5.

~~BOOK~~ 65-45 PAGE 1524

Should any of these restrictive covenants be invalidated by law, regulations or court decree, such invalidation of any such restrictive covenants or regulations shall in no way affect the validity of the remainder of the restrictive covenants and regulations.

AMENDMENTS TO RESTRICTIONS, dated June 15th 1962, recorded June 10th 1962 in Official Record Book 954, page 50 of the Public Records of Hillsborough County, Florida, which amends Paragraph 7 on page 2 of the hereinabove described instrument as recorded in Official Record Book 909 on page 41 of the Public Records of Hillsborough County, Florida, be amended to read as follows:

7. No solid wall, fence or hedge shall be erected or maintained on any property within 20 feet of a dedicated public street, golf course boundary line or a lake boundary line. Landscaping shall be planned for all properties bordering the golf course or lake, so as to avoid undue obstruction of the view of the golf course or lake.

(In mimeographed restrictions, amendment found in Paragraph 7 on page 1)

OR BK 11620 PG 1859