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**FLORIDA PROFIT/NON PROFIT CORPORATION
SWOOPE 1 TOWNHOME ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION FOR
SWOOPE 1 TOWNHOME ASSOCIATION, INC.,
A NOT-FOR-PROFIT FLORIDA CORPORATION**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 SWOOPE 1 TOWNHOME 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 Secretary State, Tallahassee, Florida. 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 homeowners association), and not subsequently reinstated, 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 Chapter 40C-42.027 of the Florida Administrative Code, and be approved in writing by the St. Johns River 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 homeowners 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 SWOOPE 1 TOWNHOME 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 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

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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 SWOOPE 1 TOWNHOME COMMUNITY, the townhome residential community planned for and developed on the Subject Property (more particularly described on Exhibit "A" attached hereto and incorporated by reference herein) as reflected on the Plat recorded or to be recorded in the public records of Orange County, Florida, including all residential property and common property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained and operated by the Association at Association Expense.

3.4 "Developer" shall mean and refer to Swoope 1 Townhouse Development, LLC., a Florida Limited Liability Company, 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 Developer in the Public Records of Orange 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 Orange County, Florida, as it may be amended from time to time.

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

3.10 "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

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otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42 of the Florida Administrative Code.

ARTICLE IV
PRINCIPAL OFFICE

The principal office and mailing address of the Association is located at 8965 SE Bridge Road, Suite 207, Hobe Sound, FL 33455.

ARTICLE V
REGISTERED OFFICE AND AGENT

J. Todd South, whose address is 1000 Legion Place, Suite 1200, Orlando, FL 32801, 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 shall provide for, among other things, the operation, management, maintenance, and improvement of the Association Property and the Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District Permit No. 42-095-130498-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or storm water management system.

The Association shall levy and collect adequate assessments against Members of the Association for the cost of maintenance and operation of the surface water or stormwater management system.

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 the 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.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

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6.3 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.

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. The 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 of Lots, with the exception of 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 of Lots classified as Residential Property shall be Class "A" Members. Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the ownership interest required for membership; provided, however, that in the event that: (i) two (2) or more contiguous Lots; or (ii) one (1) Lot and a portion contiguous thereto of another Lot are owned in common by the same Owner, and are combined, developed and improved by such Owner as a single unified residential home site, then the Owner of any such combination of Lots shall only be entitled to one (1) vote for each such combination of Lots so owned. 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 Lot owned by them shall be exercised as those holding a majority interest in the Lot designated as provided below. However, in no event shall more than one (1) Class "A" vote be cast with respect to any Lot which is owned by more than one person or entity. The Association shall recognize the vote or written assent 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 Lot 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. The Class "B" Member shall be entitled to three (3) votes for each Lot in which Developer holds the ownership interest required for membership; provided, however, that Class "B" membership shall cease and be converted to Class "A" membership when the total votes outstanding in Class "A" membership exceeds the total votes outstanding in Class "B" membership, at which time

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Class "B" membership shall be terminated and the Class "B" member shall automatically be entitled and required to vote as a Class "A" member. Notwithstanding the foregoing, the Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least one of the Lots or Parcels in any of the phases of the community. In addition, the COMMUNITY may be developed in phases, with the recordation of more than one (1) plat affecting the Subject Property. Developer intends to develop forty-eight (48) Lots in the Subject Property, and effective as of the date of these Articles, Developer shall have three (3) Class "B" votes for each of such Lots, regardless of whether any or all of such Lots have been included in a recorded plat of all or a portion of the Subject Property at the time these Articles are recorded. Further, in the event that the plats of the Subject Property create more than forty-eight (48) Lots, Developer shall also have three (3) Class "B" votes for each Lot in excess of the original estimate of forty-eight (48) Lots, from the date of recordation of the plat(s) which incorporate the increase in the number of Lots.

ARTICLE IX **BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a board of directors 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>
Maureen A. Brennan	8965 SE Bridge Road, Suite 207 Hobe Sound, FL 33455
Jeffrey B. Gelman	8965 SE Bridge Road, Suite 207 Hobe Sound, FL 33455
Jesse Hammen	2318 Winding Cove Oviedo, FL 32765

Members of the Board of Directors 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 designated by the Board of Directors are as follows:

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Office	Name	Mailing Address
President	Jeffrey B. Gelman	8965 SE Bridge Road, Suite 207 Hobe Sound, FL 33455
Secretary	Jesse Hammen	2318 Winding Cove Oviedo, FL 32765
Treasurer	Maureen A. Brennan	8965 SE Bridge Road, Suite 207 Hobe Sound, FL 33455

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

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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.

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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 may be made as provided by Florida Statutes Section 617.1002(1)(b) and, if not so made, shall be made 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.

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 Orange County, Florida.

ARTICLE XIV
INCORPORATOR

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

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Name

Mailing Address

Jeffrey B. Gelman

8965 SE Bridge Road, Suite 207
Hobe Sound, FL 33455

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.

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 12 day of June, 2012.

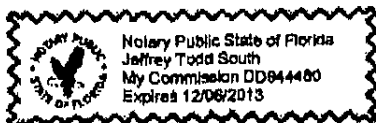


Jeffrey B. Gelman, Incorporator

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 12 day of June, 2012, by Jeffrey B. Gelman, who is ☒ personally known to me, or ☐ produced the following type of identification _____





Signature of Notary Public

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**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.

SWOOP 1 TOWNHOME ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at South Milhausen, PA, 1000 Legion Place, Suite 1200, Orlando, FL 32801, has named J. Todd South, located at the above registered office, as its Registered Agent to accept service of process within the State.

Swoop 1 Townhome Association, Inc.

By: _____

Jeffrey B. Gelman 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.

J. Todd South
Registered Agent
Dated: June 12, 2012

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TALLAHASSEE, FLORIDA

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10

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EXHIBIT A
To the SWOOPE 1 TOWNHOME ASSOCIATION, INC.
Articles of Incorporation

LEGAL DESCRIPTION

434 W Swoope Ave - TOWN OF WINTER PARK A/67 & B/86 & MISC BOOK 3/220 LOT 4
& N1/2 OF VAC ALLEY ON S BLK 11

444 W Swoope Ave - TOWN OF WINTER PARK A/67 & B/86 & MISC BOOK 3/220 LOT 5
& N1/2 OF VAC ALLEY ON S BLK 11

(((H12000157569 3)))
11