

# N17000000535

\_\_\_\_\_  
(Requestor's Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

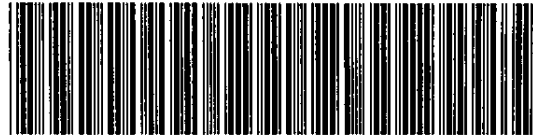
\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



700293715757

01/17/17--01041--011 \*\*87.50

FILED  
17 JAN 17 AM 10:54  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

## COVER LETTER

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

**SUBJECT:** WOODMONT PROPERTY OWNER'S ASSOCIATION, INC.

(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee &  
Certificate of  
Status

☐ \$78.75  
Filing Fee  
& Certified Copy

☒ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

FROM: David D. Spencer  
Name (Printed or typed)

1621 Lake Mount Drive  
Address

Snohomish, WA 98290  
City, State & Zip

360.862.9101  
Daytime Telephone number

spencer@davidspencerlaw.com  
E-mail address: (to be used for future annual report notification)

**NOTE: Please provide the original and one copy of the articles.**

**ARTICLES OF INCORPORATION  
OF  
WOODMONT PROPERTY OWNER'S ASSOCIATION, INC.**

17 JAN 17 AM 10:54  
FLORIDA SECRETARY OF STATE  
TALLAHASSEE FLORIDA

I, the undersigned, acting as the incorporator of a corporation under the provisions of the Florida Not For Profit Corporation Act (F.S. Ch. 617) (the "Act"), hereby sign and verify the following Articles of Incorporation for such corporation.

**Article I: Name**

The name of the corporation shall be Woodmont Property Owner's Association, Inc. (hereinafter referred to as the "Association").

**Article II: Street Address and Mailing Address of Initial Principal Office**

The street and mailing address of the initial principal office of the Association is 1016 Osceola Parkway, Kissimmee, FL 34744.

**Article III: Registered Office and Agent;**

The address of the initial registered office of the Association shall be 1016 Osceola Parkway, Kissimmee, FL 34744. The name of the initial registered agent of the Association at such address shall be Julian Vasquez, EA.

**Article IV: Name and Address of Incorporator**

The incorporator is David D. Spencer, Attorney at Law, 1621 Lake Mount Drive, Snohomish, WA 98290.

**Article V: Existence and Duration; Recording after Filing in Polk County;  
Restrictions on Ownership, Control and Amendment**

5.1 Existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Secretary of State. The Association shall exist in perpetuity.

5.2 Upon acceptance of these Articles for filing by the Florida Secretary of State and the issuance of the corresponding document number, these Articles shall be recorded in the real property records for Polk County, Florida. Once recorded, these Articles shall run with the land and thus be binding on all Association members, their successors and assigns.

5.3 Neither these Articles nor the CCRs (as defined in Article VI hereof) shall be amended, and the Association shall take no action (a) to change the description of the Property to which the CCRs apply or the Drainage System, as defined and discussed Sections 7.1 and 7.2; (b)

to change the control and maintenance rights and obligations of the Association (including but not limited to those concerning assessments as discussed in Section 7.3); (c) to diminish the rights of the Florida Department of Environmental Protection and/or the Southwest Florida Water Manager District or any successor agency to enforce these Articles or the CCRs set forth in Section 7.6; (d) to change the obligations of the Association and the rights of the Southwest Florida Water Management District or any successor agency thereto under Section 8.2; or (e) to diminish the rights of the Southwest Florida Water Management District or any successor agency thereto under Article IX.

#### **Article VI: Purposes of the Association**

The Association is organized as a non-profit Florida corporation in order to carry out all terms and conditions, including without limitation the rights and responsibilities of the Association and its members, as set out in these Articles and in the document entitled "Declaration of Covenants, Conditions and Restrictions" dated October 3, 1986, and recorded in Official Record Book 2469, Page 915, of the Public Records of Polk County, Florida (referred to herein as "Declaration I"), as incorporated into and amended by the document entitled "Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements", dated February 23, 1990, and recorded in Official Record Book 2827, Page 1165, and re-recorded in Official Record Book 2832, Page 700, of the Public Records of Polk County, Florida (referred to herein as "Declaration II"), with Declaration I and Declaration II being hereinafter referred to together as the "CCRs"). The terms of the CCRs are incorporated herein by reference as if fully set forth.

#### **Article VII: Selected Provisions Concerning the Association and the CCRs**

The provisions of this Article VII are intended to give emphasis to certain provisions of the CCRs and these Articles but shall not be construed to limit in any way the broad purposes of the Association as set forth in Article VI.

7.1 Description of the Real Property Affected by the CCRs. The CCRs apply to the real property comprising the development commonly known as Woodmont Commercial Park, located in Winter Haven, Florida, the legal description of which is attached hereto as Exhibit A (hereinafter, the "Property").

The Property includes Woodmont Avenue, a private road constructed on easements and not a public right-of-way, which bifurcates Woodmont Commercial Park and which is owned in fee by the Association pursuant to Quit-Claim Deed from BTD of Florida, Inc. to the Association dated October 31, 1986 and recorded in Official Record Book 2469, Page 928, Public Records of Polk County, Florida.

7.2 Description of the Drainage System Established by the CCRs. Declaration II establishes several easements that are part of the "Drainage System". Paragraph 12 of

Declaration II defines the Drainage System and the Association's maintenance obligation as follows:

"12. MAINTENANCE OF DRAINAGE SYSTEM. The storm water collection and drainage system which is now in place or which may be hereafter constructed within the Development will be referred to herein as the "Drainage System". All of the easements for drainage shown on the Plat [Plat Book 84, page 7, public records of Polk County, Florida] and created in this instrument are for the benefit of all of the owners or portions of the Development and are established for the purpose of providing storm water collection and drainage for the Development. The definition of "maintenance" set forth in Article I, Section 1(f) of the Declaration [Declaration I] is amended to also include the exercise of reasonable care to keep the Drainage System, including all pipes, drainage ditches and swales, retention and detention ponds and other portions of the Drainage System in a good, safe and attractive condition and properly operating and functioning in accordance with their design and the requirements of all governmental agencies having jurisdiction over the Development."

7.3 Control and Maintenance by the Association of Woodmont Avenue and the Drainage System. Article III, Sections 1, 2 and 3 of Declaration I, as amended by Paragraph 13 of Declaration II, establishes the control and maintenance of the Association over Woodmont Avenue and the Drainage System:

"13. ASSESSMENTS. Section 1, Section 2 and Section 3 of Article III of the Prior Declaration [Declaration I] are deleted and in lieu thereof the following are substituted:

'Section 1. Lien and Personal Obligation of Assessments. Developer hereby covenants for each lot within the Development, and each owner of a lot is hereby deemed to covenant by the acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association: (1) annual assessments and (2) special assessments; both for the maintenance and capital improvement of the road and road right-of-way and for the Drainage System and any other purpose authorized under this Declaration. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land and a continuing lien on each lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or persons who own the lot at the time of the assessment fell due, and such personal obligation shall pass to the successors in title of such person or persons.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to maintain the road and road right-of-way in a

safe and attractive condition and to maintain the Drainage System in the manner provided for herein and for such other purposes as are authorized by this Declaration or necessary for the purpose of operating the Association. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the road and road right-of-way so as to keep the road in a safe and attractive condition;

(b) Maintenance and repair of the Drainage System so as to keep the Drainage System in a properly operating, safe and attractive condition;

(c) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to any invitees or tenants of any owner arising out of their occupation and/or use of the road and road right-of-way or arising out of the maintenance or operation responsibilities of the Association with respect to the Drainage System. The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Association;

(d) Any other insurance deemed necessary by the Board of Directors of the Association;

(e) Taxes or governmental assessments which the owner of the road and road right-of-way is required to secure and pay.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of resurfacing, restructuring, repairing or replacing the road and any portion of the Drainage System. Any such assessment must be approved by members comprising a majority of the usable acreage in the Development.”

7.4 Duration of the CCRs. Declaration I establishes at Article V, Section 4, that the CCRs:

“...shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof for a period of twenty-five years from the date hereof. Thereafter, they shall be automatically extended for additional periods of twenty years unless agreed to in writing by the owners of at least three quarters of the members.”

The initial 25-year term having expired, the CCRs remain in effect and as of the date of these Articles of Incorporation are in the fifth year of the first 20-year extension period.

7.5 Association Members. Article II, Section 1 of Declaration I states “Every owner of a lot [within the Property] shall be a member of the Association” and membership may not be

separated from lot ownership.” Accordingly, as indicated by the online records of the Polk County Appraiser, the members of the Association are the owners of four parcels:  
26-29-02-663686-000011, 26-29-02-663686-000012, 26-29-02-663686-000030 and  
26-29-02-663640-003491.

7.6 Enforcement of the CCRs and these Articles. Article V, Section 1 of Declaration I states “the Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration.” Failure to enforce any covenant or restriction “shall in no event be deemed a waiver of the right to do so thereafter.” The same rights are hereby made applicable to the Association or any owner in any proceeding at law or in equity to enforce the provisions of these Articles. In addition, the Florida Department of Environmental Protection and/or the Southwest Florida Water Management District, or any government agency that may succeed to the authority of those agencies, shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the CCRs or these Articles.

#### **Article VIII: Succession of the Association**

8.1 Previous Association. Declaration I defines the “association” referred to in the CCRs as “Woodmont Property Owner’s Association, Inc., a not for profit [sic] Florida corporation, its successors and assigns.” That association was administratively dissolved by the State of Florida on September 24, 1999, for failing to file its annual report. Accordingly, the Florida not-for-profit corporation formed by these Articles of Incorporation is the successor to that original property owner’s association.

8.2 Dissolution Shall Not Affect Drainage System. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Drainage System shall be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code, and Volume 1, Section 12.3 of the Applicant’s Handbook of the Florida Department of Environmental Protection and Florida’s five water management districts, and be approved by the Southwest Florida Water Management District or any successor agency thereto, prior to such termination, dissolution or liquidation.

#### **Article IX: Governance of the Association**

The Association may act through its members or a Board of Directors consisting of one Director appointed by each member. The Bylaws of the Association shall be the membership and voting provisions of the CCRs, together with all other provisions of the CCRs related to the rights and responsibilities of the Association and its members. The Association members or its Board of Directors shall as necessary adopt resolutions consistent with the rights and responsibilities established by these Articles of Incorporation, by the CCRs, and as permitted by the Act; provided, however, that the Association shall not amend the CCRs without submitting the proposed amendment to the Southwest Florida Water Management District or any other applicable

governmental authority for a determination of whether a modification to any relevant permit is necessary in light of such amendment. The initial Chairperson of the Board of Directors shall be Armando Ramos, representing Tres Hermanos, LLC, the owner of Lot 1 of Woodmont Commercial Park, Parcel 26-29-02-663686-000011. Mr. Ramos' address is the Association's registered office, 1016 Osceola Parkway, Kissimmee, FL 34744.

#### Article X: Director Liability Limitations

A director shall have no liability to the Association for monetary damages for conduct as a director, except for acts or omissions that involve intentional misconduct by the director or any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled. If the Florida Not for Profit Corporation Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the full extent permitted by the Florida Not For Profit Corporation Act, as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification for or with respect to an act or omission of such director occurring prior to such repeal or modification.

IN WITNESS WHEREOF, the undersigned incorporator has signed these Articles of Incorporation this 17 day of January, 2017.


  
David D. Spencer

17 JAN 17 AM 9:55  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

#### CONSENT TO APPOINTMENT AS REGISTERED AGENT

I, hereby consent to serve as registered agent, in the State of Florida, for the following nonprofit corporation: Woodmont Property Owner's Association, Inc. I understand that as agent for this nonprofit corporation, it will be my responsibility to accept Service of Process in the name of the corporation; to forward all mail and license renewals to the appropriate officer(s) of the corporation; and to immediately notify the Office of the Secretary of State of my resignation or of any changes in the address of the registered office of the corporation for which I am agent.

Date: 1/11, 2017.

  
Signature  
Julian Vasquez  
1016 Osceola Parkway, Kissimmee, FL 34744



**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Commence at the northeast corner of the SE-1/4 of the NW-1/4 of Section 2, Township 29 South, Range 26 East, Polk County, Florida, as same is established and shown on the plat of Eloise Woods, North Lake Eloise Unit as recorded in Plat Book 22, pages 47 and 47A of the public records of Polk County, Florida, run thence south along the east boundary of the SE-1/4 of the NW-1/4 of said Section 2, a distance of 176.19 feet, thence south 89°03'41" west 30 feet to the point of beginning. Thence continue south 89°03'41" west, 324.80 feet, thence south 80°30'11" east parallel with the east boundary of said SE-1/4 of the NW-1/4, 6.42 feet (same being 845 feet south of the centerline of Roosevelt Drive), thence south 89°38'00" west parallel with said centerline, 65.52 feet, thence south 09°09'04" west 85.06 feet, thence north 89°03'41" east, 100.00 feet, thence south 00°56'19" east, 180.49 feet, thence south 89°03'41" west, 12.12 feet, thence south 00°56'19" east, 229.99 feet, thence north 89°03'41" east, 313.59 feet to a point 30 feet west of the east boundary of said SE-1/4 of the NW-1/4, thence north 00°30'11" west, 500.00 feet to the point of beginning. Subject to a drainage and utility easement over the south 15 feet of the west 313.70 feet thereof. Also subject to a storm water retention area over the following described: Begin at the above described point of beginning, run thence south 89°03'41" west, 324.80 feet, thence south 00°30'11" east, 6.42 feet, thence south 89°38'00" west, 65.52 feet, thence south 09°09'04" west, 85.06 feet, thence north 89°03'41" east, 384.59 feet, thence south 00°30'11" east, 410.50 feet, thence north 89°03'41" east 20 feet, thence north 00°30'11" west, 500.00 feet to the point of beginning. Also subject to a utility easement over the west 5.0 feet of the north 214.99 feet of the south 229.99 feet thereof.