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INC.

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Prepared By and Return To:

Leonard H. Johnson, Esquire / smp
Buchanan Ingersoll & Rooney, PC
401 E. Jackson Street, Suite 2400
Tampa, Florida 33602
www.birc.com

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

**CARROLLWOOD LANDINGS
HOMEOWNERS ASSOCIATION, INC.
A Florida Not For Profit Corporation**

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Florida Department of State, Division of Corporations, these Amended and Restated Articles of Incorporation (the "Articles"), for the purpose of forming a not for profit Florida corporation organized under and by virtue of the laws of the State of Florida as contained in Chapter 617, Florida Statutes, as amended (the "Acts"), and, for all such other purposes and with all such other powers as hereinafter set forth.

ARTICLE I
NAME

The name of this corporation is CARROLLWOOD LANDINGS HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (hereinafter called "Association" in these Articles).

ARTICLE II
OFFICE AND REGISTERED AGENT

The Association's principal office and mailing address is 14824 N. Florida Avenue, Tampa, Florida 33613. The Association's registered agent is Leonard H. Johnson, Esquire of the law firm of Buchanan Ingersoll & Rooney, PC who maintains an office at is 401 E. Jackson Street, Suite 2400, Tampa, Florida 33602. Both this Association's principal office and registered agent may be changed from time to time by the Board of Directors, as provided by law.

ARTICLE III
PURPOSE

This Association does not contemplate pecuniary gain or profit of its members. The specific purpose for which the Association is formed is to provide for and promote the maintenance, operation, preservation, management and architectural control of common areas and lots within that certain tract of property described in that certain DECLARATION OF (H19000010432 3)

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CARROLLWOOD LANDINGS, to be recorded in the Public Records of Hillsborough County, Florida, and any amendments or modifications thereof, (the "Declaration"), relating to certain real property located in Hillsborough County, Florida, and more particularly described on EXHIBIT A attached hereto and by this reference made a part hereof (the "Property") or such other additional property as may be added in accordance with the Declaration, and, to promote the health, safety, and general welfare of the Members and residents within the Property. The purpose of the Association shall include, without limitation of the maintenance of the Common Area within the Property, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to the Declaration.

ARTICLE IV POWERS

Without limitation this Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges, and perform all duties of this Association set forth in the Bylaws and the Declaration, as same may be applicable to the Property, and as the same may be amended from time to time as therein provided, said Bylaws and Declaration being incorporated herein as if set forth in full;

(b) Property. In any lawful manner, acquire (by gift, purchase or otherwise), own, hold, improve, build upon, manage, operate, maintain, repair, replace, convey, sell, lease, transfer, assign, dedicate for public use, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;

(c) Assessments. Fix, levy, collect and enforce by any lawful means, all charges or assessments established by, or pursuant to, the terms of the Bylaws and the Declaration; to pay all expenses in connection therewith and 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; and to use and expend the proceeds of any such charges and assessments in the exercise of its powers and duties hereunder;

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against the real or personal property of the Association;

(e) Borrowing. Borrow money and, with the approval of a majority of each class of members present (in person or by proxy) at a duly noticed meeting in which there is a quorum present, mortgage, pledge, deed in trust, hypothecate, assign, grant security interest in, or otherwise transfer any or all of its real or personal property as security for money borrowed,

debts incurred, or any of its other obligations, including without limitation the right to collateralize any such indebtedness with the Association's assessment collection rights;

(f) Dedications. Dedicate, sell, transfer or otherwise convey all or any part of the Property owned by the Association, including roadways, to any public agency, authority, or utility, for such purposes, and subject to such conditions, as the Association may determine. No such dedication or transfer shall be effective unless an instrument has been signed by a majority of the Board of Directors agreeing to such dedication, sale or transfer;

(g) Easements. Grant easements as to the Common Area and Common Facilities to public and private utility companies, including cable television and internet companies, and to public bodies or governmental agencies or other entities or persons, with or without cost or charge, at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Property, and the providing of utility and other services thereto;

(h) Mergers. With the approval of two-thirds (2/3) of each class of members present (in person or by proxy) at a duly noticed meeting in which there is a quorum present, participate in mergers and consolidations with other non-profit corporations organized for similar purposes, or annex additional real property and Common Area and/or Common Facilities;

(i) Annex. Annex additional real property in accordance with the provisions of the Declaration, with such annexations, when completed in accordance with the provisions of the Declaration, extending the jurisdiction, function, duties and membership of the Association to the real property thereby annexed;

(j) Rules. From time to time establish, adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Property and its Common Area and Common Facilities, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles;

(k) Budget. To adopt such annual budgets as are necessary to carry out the provisions of the Bylaws, Declaration and these Articles;

(l) SWFWMD Easements. Grant easements as to the Common Area and Common Facilities to Southwest Florida Water Management District ("SWFWMD"), with or without cost or charge, at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Property, and the preservation, operation and maintenance of the Stormwater Management System, as well as any and all conservation areas, drainage areas, and wetland mitigation areas;

(m) Stormwater Management System. Own, operate control and maintain the Common Areas and Common Facilities, and, the stormwater management system: as permitted by SWFWMD, including all inlets, lakes, ponds, swales, water control structures, retention and detention areas, water management areas, ditches, culverts, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, structures and related appurtenances, in a manner consistent with the requirements of any Environmental Resource Permit, or, any other permit issued by SWFWMD, and any applicable rules and/or regulations promulgated by SWFWMD, and, to assist SWFWMD in the enforcement of any restrictions and covenants contained in these Articles, the Bylaws, or the Declaration, including the ability to contract for services for operation and maintenance of the surface water management system facilities and to otherwise authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration. For purposes of these Articles, "Stormwater Management System" means a system 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, as permitted pursuant to Chapter 62-330, F.A.C.;

(n) Stormwater Management System Assessments. Levy and collect adequate assessments against the Members of the Association for the costs of maintenance, operation and replacement of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by SWFWMD. Notwithstanding any other provisions contained in these Articles, the Bylaws, or the Declaration to the contrary, the Association shall allocate sufficient funds in its annual budget for monitoring and maintenance of the wetland mitigation areas each year, which shall specifically include but not be limited to maintenance within retention areas, drainage structures and drainage easements, until SWFWMD determines that such mitigation area(s) is successful in accordance with the Environmental Resource Permit for the Property;

(o) Maintenance. Contract for the maintenance and management of the Property and its Common Area and Common Facilities, and to authorize a management agent to assist the Association in carrying out its powers and duties under the Bylaws and the Declaration, such as to provide for the operation and routine custodial maintenance facilities including the Stormwater Management System facilities, and, in any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign and otherwise dispose of property in any nature whatsoever, real, person, or mixed, tangible or intangible, in connection with the Association's affairs, specifically including the Stormwater Management System facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, conservation areas, drainage areas, wetlands and any associated buffer areas and wetland mitigation areas;

(p) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of

the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Bylaws, Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

(q) Enforcement. To enforce by legal means the obligations of the members of the Association; the provisions of the Bylaws and the Declaration, and the provisions of a dedication or conveyance of the Property to the Association with respect to the use and maintenance thereof;

(r) Litigation. To sue or be sued;

(s) Contracts. To contract for services; and

(t) Other. To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 and Chapter 720, Florida Statutes, by law may now or hereafter have or exercise, and, to engage in all lawful acts permitted or authorized by law, and to take any other action necessary for the purposes for which the Association is formed.

ARTICLE V **MEMBERSHIP**

This Association shall be a membership corporation, without certificates of shares of stock. Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one (1) Lot is entitled to one (1) membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot. The share of an Owner or a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance of such Owner's Lot.

ARTICLE VI **VOTING RIGHTS**

The voting rights of members are as set forth in the Declaration.

ARTICLE VII **BOARD OF DIRECTORS**

Section 1. This Association's affairs are managed by a Board of Directors comprised of three Directors. The number of Directors from time to time may be changed by amendment to this Association's Bylaws, and at all times it shall be no fewer than three (3) members nor more than seven (7) members. The Directors named below shall serve two (2) year terms until the Association's annual meeting held during the second year of such Director's term. The term of office for all Directors shall be two (2) years. Upon expiration of such two (2) year terms, any Director may succeed himself or herself in office. All Directors will be elected by secret written ballot. Each member may vote for each vacancy; however, cumulative voting is not permitted.

Section 2. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

<u>Name:</u>	<u>Address:</u>
Timothy F. Mobley	14824 N. Florida Avenue Tampa, Florida 33613
Sasha Goodman	14824 N. Florida Avenue Tampa, Florida 33613
Jamie Goodman	14824 N. Florida Avenue Tampa, Florida 33613

Section 3. The initial Directors herein designated shall serve until Turnover, as defined in the Declaration, unless they sooner die, resign, or are removed. Directors elected at the Turnover meeting shall serve on the Board as set forth in the Bylaws.

ARTICLE VIII DURATION

This Association shall exist perpetually.

ARTICLE IX DISSOLUTION

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the consent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets, together with the control or right of access to any property containing the surface water management system facilities, shall be conveyed or dedicated to an appropriate governmental unit or public utility to be used for purposes similar to those for which this Association was created. If any such

conveyance or dedication is refused, such assets, together with the control or right of access to any property containing the surface water management system facilities shall be granted, conveyed, and assigned to a non-profit corporation or other organization similar to the Association and devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any member or other private individual.

Notwithstanding the foregoing, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System shall be transferred to and accepted by an entity which complies with Section 12.3.3.(c)(6) of the Applicant's Handbook Volume I, and such entity shall be approved by the SWFWMD prior to such termination, dissolution or liquidation.

ARTICLE X **BYLAWS**

This Association's Bylaws will initially be adopted by the Board of Directors. Thereafter, the Bylaws shall be altered, amended, or rescinded solely by the approval of the Board of Directors. In certain circumstances set forth in the Declaration or as may be set forth in any future supplemental declaration the Members may have authority to approve amendments to the Bylaws; in those circumstances such provisions shall control the alteration, amendment or rescission of the Bylaws.

ARTICLE XI **AMENDMENTS**

Section 1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to the Articles shall affect the rights of the Developer unless such amendment receives the prior written consent of the Developer, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental agency or entity having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such agency or entity must also be obtained. No amendment shall be effective until a copy of such amendment shall have been certified by the Secretary of State of the State of Florida and thereafter shall have been recorded in the Public Records of Hillsborough County, Florida.

Section 2. Amendments Affecting Stormwater Management System. Any amendment of these Articles as to the protective covenants, or any amendment to the Declaration that alters the Stormwater Management System environmental conservation areas and/or water management portions of the Common Areas, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must receive prior written approval from SWFWMD to be effective. If a modification to the Environmental Resource Permit is required, as determined by SWFWMD, in its sole and absolute discretion, any amendment affecting the Stormwater Management System may not be

finalized until such necessary permit modification is approved by the SWFWMD or the Association is advised by SWFWMD, in writing, that a modification is not necessary.

Section 3. Amendments Prior to Turnover. Prior to the statutory process of turning over the control of the Association by the Developer to its Members, as same is more specifically defined in the Declaration ("Turnover"), Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to Turnover, the Association must first obtain the Developer's prior written consent and approval of any proposed amendment. Thereafter, an amendment identical to that approved by the Developer may be adopted by the Association pursuant to the requirements for amendments from and after Turnover. Thereafter, Developer shall join in such identical amendment so that its consent to same will be reflected in the Public Records of Hillsborough County, Florida.

Section 4. Amendments From and After Turnover. From and after Turnover, but subject to the General Restrictions on Amendments set forth above, these Articles may be amended with the approval of two-thirds (2/3) of each class of members present (in person or by proxy) at a duly noticed meeting in which there is a quorum present.

ARTICLE XII INTERPRETATION

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporator intends for its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

ARTICLE XIII INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association to the fullest extent of the law against all expenses and liabilities, including counsel fees reasonably incurred by or imposed on him/her in connection with any proceedings or settlement of any proceedings to which he/she may be a party or in which he/she may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he/she is a Director or Officer at the time such expenses are incurred. The foregoing right to indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE VIX

INCORPORATOR

The name and address of the incorporator and subscriber of these Articles are as follows:

Name:

Address:

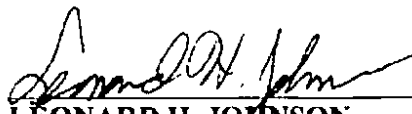
Leonard H. Johnson

401 E. Jackson Street

Suite 2400

Tampa, Florida 33602

IN WITNESS WHEREOF, for the purpose of forming this not for profit corporation under the laws of the State of Florida, the undersigned, constituting the Incorporator and Subscriber of this Association, has executed these Articles for CARROLLWOOD LANDINGS Homeowners Association, Inc., on this 9th day of January, 2019.



LEONARD H. JOHNSON

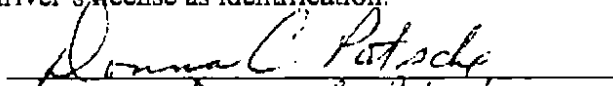
Incorporator and Subscriber

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 9th day of January, 2019, by LEONARD H. JOHNSON, as Incorporator of CARROLLWOOD LANDINGS HOMEOWNERS ASSOCIATION, INC., on behalf of said corporation, and who acknowledged before me that the execution thereof is his free act and deed. He (X) is personally known to me or () has produced a Florida driver's license as identification.

My Commission Expiration
and Commission Number:


Print Name Donna C. Patsche
NOTARY PUBLIC - STATE OF FLORIDA

(Notarial Seal)



DONNA C. PATSCHE
Commission # GG 188645
Expires March 20, 2022
Bonded Thru Budget Notary Services

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

IN COMPLIANCE WITH SECTIONS 48.091, 607.0504 AND 607.0505,
FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:


CARROLLWOOD LANDINGS HOMEOWNERS ASSOCIATION, INC., DESIRING
TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH
ITS PRINCIPAL PLACE OF BUSINESS AT THE CITY OF TAMPA, STATE OF FLORIDA,
HAS NAMED LEONARD H. JOHNSON, LOCATED AT 401 E. JACKSON STREET, SUITE
2400, TAMPA, COUNTY OF HILLSBOROUGH, STATE OF FLORIDA 33602, AS ITS AGENT
TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.


LEONARD H. JOHNSON
Incorporator and Subscriber

DATE: January 9, 201⁹~~8~~

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED NOT FOR PROFIT CORPORATION, AT THE PLACE DESIGNATED IN THIS
CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY. FURTHER, I CERTIFY
THAT I AM FAMILIAR WITH AND AGREE TO COMPLY WITH THE PROVISIONS OF
ALL STATUTES, INCLUDING THE DUTIES AND OBLIGATIONS PROVIDED FOR IN
SECTION 607.0504, AND, SECTION 607.0505, RELATIVE TO THE PROPER AND
COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE OF
REGISTERED AGENT:


LEONARD H. JOHNSON

DATE: January 9, 201⁹~~8~~

EXHIBIT A

(Per Official Records Book 7106, Page 1015 of the Public Records of Hillsborough County, Florida)

The South 3/4 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 8, Township 28 South, Range 18 East, all lying and being in Hillsborough County, Florida, LESS the North 465 feet and LESS the South 150 feet of the West 441.95 feet and LESS the road right-of-way.

AND

(Derived from Official Records Book 21492, Page 171 of the Public Records of Hillsborough County, Florida)

The North 465.00 feet of the South 3/4 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 8, Township 28 South, Range 18 East, Hillsborough County, Florida; less the North 227.25 feet thereof, and also subject to a 15.0 foot ingress-egress easement described as follows:

The South 237.75 feet of the North 465.00 feet of the East 15.0 feet of the South 3/4 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 8, Township 28 South, Range 18 East, Hillsborough County, Florida; together with an easement for ingress and egress over and above the following:

The East 15 feet of the South 3/4 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 8, Township 28 South, Range 18 East, Hillsborough County, Florida; less the North 465.00 feet thereof.

AND

(Per first American Title Insurance Company Commitment No. 5011612-2061-3998076, Dated September 27, 2018)

The West 250.0 feet of the North 227.29 feet of the South 3/4 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 8, Township 28 South, Range 18 East, Hillsborough County, Florida, also together with a 15.0 foot easement described as follows: The South 15.0 feet of the North 227.29 feet of the East 413.71 feet of the South 3/4 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4; and 15' foot ingress and egress described as: the East 15 feet of the South 3/4 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, less the North 227.29 feet of Section 8, Township 28 South, Range 18 East, Hillsborough County, Florida.

AND

(Per first American Title Insurance Company Commitment No. 5011612-2061-3998076, Dated September 27, 2018)

The North 227.25 feet of the South 3/4 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 8, Township 28 South, Range 18 East, Hillsborough County, Florida; Less the West 250.0 feet of the North 227.29 feet of the South 3/4 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 8, Township 28 South, Range 18 East, Hillsborough County, Florida; Together with a 15.0 foot ingress-egress easement described as follows: The East 15.0 feet of the South 3/4 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 8, Township 28 South, Range 18 East, Hillsborough County, Florida; less the North 227.25 feet thereof; less the South 25 feet thereof for public road deeded to Hillsborough County of Section 8, Township 28 South, Range 18 East, Hillsborough County, Florida.