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FLORIDA PROFIT/NON PROFIT CORPORATION
Otter Woods Estates Homeowners' Association, Inc.

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
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ARTICLES OF INCORPORATION
OF
OTTER WOODS ESTATES
HOMEOWNERS' ASSOCIATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617 and Chapter 720, Florida Statutes, and certify as follows:

ARTICLE I

The name of the corporation shall be: Otter Woods Estates Homeowners' Association, Inc., which corporation shall hereinafter be referred to as the "Association." The Association is NOT a condominium association under Chapter 718, Florida Statutes.

ARTICLE II
Principal Office

The principal office and mailing address of the Association shall be 2101 NW 33rd Street, Suite 2800A, Pompano Beach, FL 33609, or at such other place as may be subsequently designed by the Association's Board of Directors (the "Board"). All books and records of the Association shall be kept at its principal office or at such other place as may be designated by the Board.

ARTICLE III
Definitions

Unless otherwise provided herein to the contrary, all capitalized terms used herein shall have the same definitions as those set forth in that certain Declaration of Covenants and Restrictions (the "Declaration") for Otter Woods Estates, a residential community (the "Community") to be recorded in the Public Records of Polk County, Florida, as same may be amended from time to time, unless the context requires otherwise.

ARTICLE IV
Purpose

This Association does not contemplate pecuniary gain or profit to the members of the Association ("Members"), and is formed for the purpose of providing for the maintenance, preservation, and architectural control of the Lots and Common Areas within that certain tract of land more particularly described in the Declaration and to promote the health, safety and welfare of the residents within the Association and any additions thereto as may hereafter be brought within the jurisdiction of this Association.

The purposes and objects of the Association shall be to administer the operation and management of the improvements and common amenities to be located on certain property in Polk County, Florida, legally described as:

See Exhibit "A" attached hereto ("Property").

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Such operation and management shall be in contemplation of and pursuant to the Declaration of the Otter Woods Estates Subdivision to be filed, as amended from time to time, as the same are recorded in the Public Records of Polk County, Florida. The Association shall own, operate, lease, sell, trade, and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of same in order to foster a harmonious living environment for the owners of the owners of the 22 Lots to be constructed in the Community.

ARTICLE V
Powers

The Association shall have the following powers:

1. The Association shall have all of the powers that are reasonably necessary and convenient to implement the purposes of the Association, as hereinabove set forth including, but not limited to, the following:

1.1. To make, establish and enforce reasonable rules and regulations governing the use of the Property pursuant to the Declaration.

1.2. To make and collect assessments against the Members of the Association to defray the costs, expenses and losses incident to the Property and the Association pursuant to the terms of the Declaration, these Articles of Incorporation (the "Articles"), and the Bylaws of the Association (the "Bylaws").

1.3. To use the proceeds of assessments in the exercise of its powers and duties.

1.4. To undertake the maintenance, repair, replacement and operation of the common amenities of the Property and any other property owned or leased by the Association for the benefit of its Members.

1.5. To purchase insurance upon the Property and insurance for the protection of the Association and its Members.

1.6. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the rules and regulations of the Association for the use of the Property.

1.7. To contract for the management, maintenance, repair, and replacement of the improved streets and common amenities and the Property, in general.

1.8. To employ personnel and/or independent contractors necessary to perform the services required for the proper operation of the business of the Association.

1.9. To borrow money on behalf of the Association as needed.

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1.10. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, repair, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property, buildings, improvements, and fixtures, in connection with the affairs of the Association.

1.11. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board. No such dedication or transfer shall be effective without obtaining the consent of two-thirds (2/3) of the Members of the Association to such dedication, sale, or transfer, in writing or by a vote at a duly called meeting of the Association, and unless prior written consent is obtained from the Declarant, for so long as the Declarant owns at least one (1) Lot in the Property.

1.12. Grant easements on or through the Common Areas or any portion thereof subject to the terms and provisions of the Declaration, and grant waivers or variances for encroachments into setback lines or requirements and other matters, for good cause shown, in the discretion of the Board.

1.13. Purchase insurance upon the Property or any part thereof and insurance for protection of the Association, its officers, directors and Owners subject to the terms and provisions of the Declaration.

1.14. All powers set forth in Chapter 617 and Chapter 720, Florida Statutes, not otherwise set forth herein.

2. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the Members in accordance with the provisions of the Declaration.

3. The Association shall make no distribution of income (in the form of dividends) to its Members, directors, or officers.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, the Bylaws, and the Articles (collectively, the "Governing Documents").

5. The Association shall have all of the powers and duties permitted by law, except as may be limited by the Governing Documents, and all of the powers and duties reasonably necessary to operate the Association.

ARTICLES VI Members

1. The Members of the Association shall consist of all of the record owners of the twenty-two (22) Lots located in the Community.

2. Transfer of membership in the Association shall be established by the recording in the Public Records of Polk County, Florida, a deed establishing record title to a Lot and the

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delivery to the Association of a certified copy of such instrument; and the owner or owners designated by such instrument shall thereby become a Member or Members of the Association. The membership in the Association of the prior owner or owners shall thereby be simultaneously terminated. Membership shall be subject to the Declaration, and shall be restricted to the categories provided for therein, and no other Members shall be admitted.

3. The share of a Member in the funds and the assets of the Association cannot be assigned, hypothecated, and/or transferred in any manner, except as an appurtenance to a Lot.

4. The Members of the Association, singularly or collectively, shall be entitled to only one (1) vote for each Lot owned by them, respectively. The exact manner of exercising the voting right when there are two (2) or more owners of a Lot shall be determined by the Bylaws and the Declaration. The Directors of the Association may, after affording a Member an opportunity to be heard, suspend the Member from voting and use of all or a portion of the facilities of the Association (except ingress and egress to such Member's Lot) during any period of time when there exists a violation by such Member of any provisions of the Declaration (including, but not limited to, the failure to make any payment of assessments, or otherwise, to the Association, after such payments become due and payable).

5. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

6. Any Person owning more than one Lot shall be entitled to cast the aggregate number of votes attributable to all Lots owned.

ARTICLE VII Directors

1. The affairs of the Association shall be managed by a Board consisting of the number of directors as shall be determined by the Bylaws of the Association, but such number shall not be less than three (3). In the absence of a determination as to the number of directors, the Board shall consist of three (3) directors.

2. The directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws and the Declaration.

3. The Developer shall appoint the members of the first Board and their replacements, for so long as Developer is entitled to exercise all voting rights as set forth in the Declaration, unless such control is sooner relinquished by the Developer, in its sole discretion, who shall hold office for the periods described in the Bylaws and the Declaration. The first election of the majority of directors by the membership of the Association shall be held within three (3) months after the date on which 20 Lots in the Community have been conveyed to Members.

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4. The directors herein named shall serve until the first election of the directors by Association Members, and any vacancies in their numbers occurring before the first election shall be filled as set forth in the Bylaws and the Declaration.

5. The names and addresses of the members of the first Board who shall hold office until their respective successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Edward Cannatelli	2101 NW 33 rd Street, Suite 2800A Pompano Beach, FL 33069
Frank Pesce	2101 NW 33 rd Street, Suite 2800A Pompano Beach, FL 33069
Bruce Herman	3020 NE 32 nd Avenue, Suite 226 Fort Lauderdale, FL 33308

ARTICLE VIII Officers

The affairs of the Association shall be administered initially by the officers named in these Articles of Incorporation. After the Developer has relinquished control of the Board, the officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association, and such officers shall serve at the pleasure of the Board. The names and address of the officers who shall serve until their successors are designated by the Board elected by the membership of the Association, are as follows:

<u>Name and Address</u>	<u>Office</u>
Edward Cannatelli	President
Frank Pesce	Vice President/Secretary/Treasurer

ARTICLE IX Indemnification

1. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to or be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including reasonable attorneys' fees at all judicial levels), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, unless: (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect

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to any criminal action or proceeding that he had reasonable cause to believe this conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon 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 interest of the Association, and, with respect to any criminal action or proceeding, have reasonable cause to believe that his conduct was unlawful.

2. Expenses. 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 action, suit or proceeding referred to in Paragraph 1 of this Article IX, or in defense of any claim, issue or matter therein, he shall be indemnified by the Association against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith. Any costs or expenses incurred by the Association in implementing and performing any of the provisions of this Article IX shall be fully assessable against Owners as Common Expenses of the Association.

3. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon the receipt of any demand by or on behalf of the affected director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized in this Article IX.

4. Miscellaneous. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, 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 and personal representative of such person.

5. Insurance. The Association shall have the power to purchase and maintain insurance on behalf 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, 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 provision of this Article.

6. Amendment. Anything to the contrary contained herein notwithstanding the provisions of this Article IX may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE X Bylaws

The first Bylaws of the Association shall be adopted by the Board named herein, and the same may be altered, amended or rescinded in the following manner:

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1. A resolution adopting a proposed amendment may be proposed by either the Board or by the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by either:

- 1.1. Not less than two-thirds of the Lot Owners; or
- 1.2. By all the directors, until the first election of directors.

ARTICLE XI Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner unless they are required to be proposed and adopted in a different manner by the Homeowners' Association Act (the "Act"), Chapter 720, Florida Statutes, as the Act may be amended from time to time:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution approving a proposed amendment may be proposed by either the Board or by any one or more Members of the Association. Directors and Members not present in person or by proxy at the meetings considering the amendment may express their respective approvals and disapprovals in writing, provided such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting.

3. Except as elsewhere provided, such approvals must be by not less than two-thirds (2/3) of the voting interests of the Association.

4. A copy of each amendment to the Articles of Incorporation, as approved, shall be filed with the Office of the Secretary of State and recorded in the Public Records of Polk County, Florida, and the same shall have attached thereto a description of the Property.

5. Notwithstanding the foregoing provisions of this Article XI, until the Developer (the "Developer" or the "Declarant") has relinquished control of the Association as hereinabove provided, no amendments of these Articles shall be adopted or become effective without the prior written consent of the Developer, its successors or assigns. Furthermore, the Developer may adopt an amendment without the approval of the Association or any Lot Owner so long as the Developer owns at least two (2) Lots.

6. No amendment shall make any changes in the qualifications for membership, not in the voting rights or property rights of Members, nor any changes in Article V or Article IX of these Articles, entitled "Powers" and "Indemnification", respectively, without the approval in writing of all Members. No amendment shall be made that is in conflict with the Declaration or

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Bylaws, nor shall any amendment make changes which would in any way affect the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this Paragraph 6 of Article XI shall be effective without the joinder or written consent of the Developer, as long as the Developer owns any real property encumbered by the Declaration.

7. Notwithstanding anything to the contrary contained herein, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone. The Declarant shall therefor have the right to amend these Articles for the same reasons and in the same manner as the Declarant alone. The Declarant shall therefore have the right to amend these Articles for the same reasons and in the same manner as the Declarant could amend the Declaration.

8. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded among the Public Records of Polk County, Florida.

ARTICLE XII

Term

This Association shall have a perpetual existence.

ARTICLE XIII

Incorporator

The name and post office address of the Incorporator of these Articles of Incorporation is:

Name

Address

Erik Pumbo

332 Avenue B SW, Suite 200-16
Winter Haven, Florida 33880

ARTICLE XIV

Resident Agent

The initial resident agent of the Association shall be:

Name

Address

Bruce Herman

3020 NE 32nd Avenue, Suite 226
Fort Lauderdale, FL 33308

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ARTICLE XV
Initial Address

The initial address of the Association shall be:

2101 NW 33rd Street, Suite 2800A
Pompano Beach, FL 33069

ARTICLE XVI
Self-Dealing, Validity of Agreement, and Waiver of Claims

1. No contract, agreement or undertaking of any sort between the Association and any ~~entity or individual shall be invalidated or affected by reason that the Association, its directors, officers, Members, the Declarant, its agents or employees hold a financial interest in or with the individual or entity.~~

2. By acquisition of a Lot or each and every individual or entity, of whatsoever kind or nature, thereby waives any claim for damages or other relief grounded in tort, contract or equity arising out of the negotiation, execution, performance and enforcement of contracts, agreements or undertakings described above, that may accrue at the time of purchase of thereafter against the Association, its directors, officers, Members, the Declarant, its agents and employees.

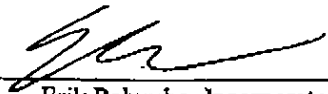
ARTICLE XVIII
Dissolution

The Association may be dissolved by a unanimous vote of Members at any regular or special meeting; provided, however, that the proposed action is specifically set forth in the notice of any such meeting, and that so long as the Declarant owns one (1) or more Lots in the Project, the Declarant's written consent to the dissolution of the Association must first be obtained.

ARTICLE XIX
Registered Office and Registered Agent

The name and street address of the initial registered office of the Association is Bruce Herman, 3020 NE 32nd Avenue, Suite 226, Fort Lauderdale, FL 33308.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this
6 day of April, 2022.

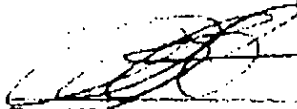

Erik Polumbo, Incorporator

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Acceptance of Designation as Registered Agent

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not for Profit Corporation Act.



Bruce Hermann

Dated: 4/5, 2022

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Exhibit A
Legal Description

A PARCEL OF LAND LOCATED IN SECTION 35, TOWNSHIP 27 SOUTH, RANGE 25 EAST, CITY OF AUBURNDALE, POLK COUNTY, FLORIDA, BEING A PORTION OF LOTS 110, 126 AND 127 OF WINONA PARK REALTY AND FRUIT COMPANY'S ORANGE LANDS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 62, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 110 WITH THE SOUTH RIGHT-OF-WAY LINE OF BOLENDER ROAD (VARIABLE-WIDTH MAINTAINED PUBLIC RIGHT OF WAY PER MAP BOOK 8, PAGES 78-84, PUBLIC RECORDS OF POLK COUNTY, FLORIDA); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: 1) N89°22'24"E, A DISTANCE OF 31.51 FEET; 2) N89°36'09"E, A DISTANCE OF 100.03 FEET; 3) S89°42'36"E, A DISTANCE OF 100.03 FEET; 4) S88°33'45"E, A DISTANCE OF 87.07 FEET; 5) S00°20'25"E, A DISTANCE OF 0.50 FEET; 6) N89°19'37"E, A DISTANCE OF 82.64 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, S00°00'00"E, A DISTANCE OF 27.35 FEET; THENCE SOUTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 47°49'56" AND A CHORD BEARING AND DISTANCE OF S00°12'18"W, 60.81 FEET) FOR AN ARC DISTANCE OF 62.61 FEET; THENCE SOUTHEASTERLY WITH A REVERSE CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 73°24'57" AND A CHORD BEARING AND DISTANCE OF S12°35'12"E, 274.96 FEET) FOR AN ARC DISTANCE OF 294.71 FEET; THENCE SOUTHEASTERLY WITH A REVERSE CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 49°10'00" AND A CHORD BEARING AND DISTANCE OF S24°42'40"E, 24.96 FEET) FOR AN ARC DISTANCE OF 25.74 FEET TO A POINT OF TANGENCY; THENCE S00°07'40"E, A DISTANCE OF 583.50 FEET; THENCE S89°37'39"W, A DISTANCE OF 466.20 FEET TO THE WEST LINE OF SAID LOT 126; THENCE WITH THE WEST LINE OF SAID LOTS 126 AND 110, N00°23'04"W, A DISTANCE OF 966.91 FEET TO THE POINT OF BEGINNING.

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