

Prepared By and Return To:

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14 MAY -8 PM 2:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

SHADOW WOODS ESTATES 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, subscribed, acknowledges and files with the Florida Department of State these Articles of Incorporation 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").

ARTICLE I
NAME

The name of this corporation is SHADOW WOODS ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (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 Johnson, Auvil, Pratico & Chane, P.A. who maintains an office at is 37837 Meridian Avenue, Suite 100, Dade City, Florida 33525. 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 to its members. The specific purpose for which it is formed is to provide for and promote the maintenance, operation, preservation, management and architectural control of common areas and lots units within that certain tract of property described in that certain DECLARATION OF COVENANTS,

CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SHADOW WOODS ESTATES, 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 as:

SEE EXHIBIT A ATTACHED HERETO,

(the "Property") or such other additional property as may be added in accordance with the Declaration. 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 Declaration, as same may be applicable to the Property, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, convey, sell, lease, transfer, assign, 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 Declaration; and to use and expend the proceeds of 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. With the written 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, dedicate, sell or transfer all or any part of the Association's real or personal property to any public agency, authority, or utility for such purposes, and subject to such conditions, as two-thirds (2/3) of each class of members determine;

(g) Easements. To grant easements as to the Common Area to the public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Property, and the providing of utility and other services.

(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;

(i) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Area (as those terms are defined in the Declaration) consistent with the rights and duties established by the Declaration and these Articles;

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

(k) 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 Restated Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

(l) Enforcement. To enforce by legal means the obligations of the members of this Association and the provisions of the Declaration;

(m) Litigation. To sue or be sued;

(n) Surface Water Management. Operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, and 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;

(o) Contracts. To contract for services; and

(p) 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 Lot is entitled to one 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
Becky Jenkins	14824 N. Florida Avenue Tampa, Florida 33613
Jamie Goodman	14824 N. Florida Avenue Tampa, Florida 33613

Section 3. The initial Board of Directors herein designated shall serve until Turnover and until the Turnover meeting thereafter. 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.

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 the Bylaws.

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 TALLAHASSEE, FLORIDA

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 Declarant unless such amendment receives the prior written consent of the Declarant, 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 Prior to Turnover. Prior to Turnover, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant'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 Declarant's prior written consent and approval of any proposed amendment. Thereafter, an amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after Turnover. Thereafter, Declarant shall join in such identical amendment so that its consent to same will be reflected in the Public Records of Hillsborough County, Florida.

Section 3. 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 names and addresses of the incorporator is:

Name:

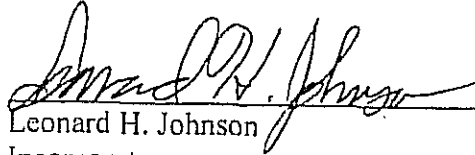
Address:

Leonard H. Johnson

37837 Meridian Avenue, Suite 100
Dade City, Florida 33525

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the Incorporator of this Association, has executed these Articles of Incorporation for Shadow Woods Estates Homeowners Association, Inc., on this 7th day of May, 2014.


Leonard H. Johnson
Incorporator

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 7th day of May, 2014, by LEONARD H. JOHNSON, as Incorporator of SHADOW WOODS ESTATES HOMEOWNERS ASSOCIATION, INC., on behalf of said corporation, and who acknowledged before me that the execution thereof is his free act and deed. He () is personally known to me or () has produced a Florida driver's license as identification.

My Commission Expiration
and Commission Number:


Print Name
NOTARY PUBLIC STATE OF FLORIDA

(Notarial Seal)



BECKY R. JARRETT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF070836
Expires 11/19/2017

Articles of Incorporation of
Shadow Woods Estates Homeowners Association, Inc.

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

14 MAY - 8 AM 2:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

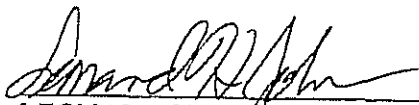
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IN COMPLIANCE WITH SECTIONS 48.091 AND 607.0505, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

SHADOW WOODS ESTATES HOMEOWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA AS A NOT-FOR-PROFIT HOMEOWNERS ASSOCIATION, WITH ITS PRINCIPAL PLACE OF BUSINESS LOCATED AT 14824 N. FLORIDA AVENUE IN TAMPA, HILLSBOROUGH COUNTY, STATE OF FLORIDA, HAS NAMED LEONARD H. JOHNSON, ESQUIRE OF JOHNSON, AUVIL, PRATICO & CHANE, P.A, WHOSE PHYSICAL ADDRESS IS LOCATED AT 37837 MERIDIAN AVENUE, SUITE 100, DADE CITY, STATE OF FLORIDA, 33525, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED 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 607.0505, RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE OF
REGISTERED AGENT:



LEONARD H. JOHNSON

DATE: 5/21/04

EXHIBIT A

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14 MAY -8 PM 2:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DESCRIPTION: A parcel of land lying in Section 3, Township 28 South, Range Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 3, run thence along the West boundary of said Southwest 1/4 of Section 3, S.00°33'25"W., 383.00 feet to a point on the South boundary of the North 383 feet of said Northwest 1/4 of the Southwest 1/4 of Section 3; thence along said South boundary, the following two (2) courses: 1) S.89°31'33"E., 73.62 feet to the POINT OF BEGINNING; 2) continue, S.89°31'33"E., 279.16 feet; thence N.28°55'20"E., 77.06 feet to a point of curvature; thence Northeasterly, 88.43 feet along the arc of a curve to the right having a radius of 792.78 feet and a central angle of 06°23'28" (chord bearing N.32°07'04"E., 88.38 feet); thence S.89°31'33"E., 62.62 feet to a point on the East boundary of the West 3/8 of the aforesaid Northwest 1/4 of the Southwest 1/4 of Section 3; thence along said East boundary, S.00°36'54"W., 822.38 feet to a point on the North boundary of the South 264 feet of said Northwest 1/4 of the Southwest 1/4 of Section 3; thence along said North boundary, N.89°32'52"W., 165.08 feet to a point on the West boundary of the West 1/2 of the East 1/2 of the West 1/2 of said Northwest 1/4 of the Southwest 1/4 of Section 3; thence along said West boundary, S.00°36'50"W., 225.86 feet to a point on a curve on the Northerly maintained right-of-way line of EHRLICH ROAD; thence along said Northerly maintained right-of-way line, Northwesterly, 165.39 feet along the arc of a curve to the right having a radius of 369.76 feet and a central angle of 25°37'43" (chord bearing N.65°31'29"W., 164.02 feet) to a point on the West boundary of the East 150.00 feet of the West 1/4 of the aforesaid Northwest 1/4 of the Southwest 1/4 of Section 3; thence along said West boundary, N.00°36'50"E., 233.96 feet to a point on the North boundary of the South 339 feet of said Northwest 1/4 of the Southwest 1/4 of Section 3; thence along said North boundary, N.89°26'12"W., 94.43 feet; thence along the East boundary of that parcel of land described in Official Records Book 19584, Page 1450, of the Public Records of Hillsborough County, Florida, and the Southerly extension thereof, N.01°02'50"E., 397.50 feet; thence along the North boundary of that parcel of land described in Official Records Book 19584, Page, 1450, N.89°31'33"W., 19.55 feet to a point on the East boundary of that parcel of land described in Official Records Book 5315, Page 177 and Official Records Book 7322, Page 518, both of the Public Records of Hillsborough County, Florida; thence along said East boundary, N.01°02'50"E., 207.01 feet to the POINT OF BEGINNING.

Containing 7.320 acres, more or less.