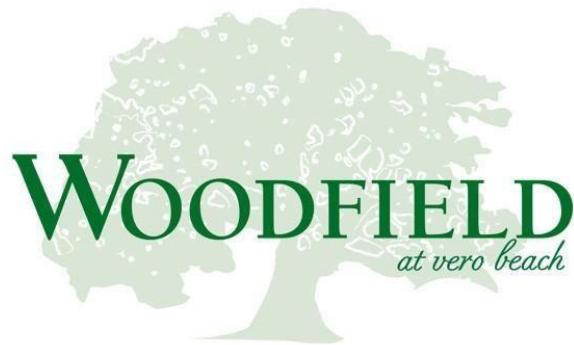


**ARTICLES OF INCORPORATION  
OF  
WOODFIELD PROPERTY OWNERS ASSOCIATION, INC.**



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In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

**1** Name of Corporation. The name of the corporation is Woodfield Property Owners Association, Inc. ("Woodfield POA").

**2** Principal Office. The principal office of Woodfield Property Owners Association ("Woodfield POA") is 2755 Woodfield Boulevard, Vero Beach, Florida 32966.

**3** Registered Office - Registered Agent. The street address of the Registered Office of Woodfield POA is 2755 Woodfield Boulevard, Vero Beach, Florida 32966. The name and address of the Registered Agent of the Woodfield POA is: O'Haire, Quinn, & Casalino Chartered - 3111 Cardinal Drive, Vero Beach, FL 32963.

**4** Definitions. A declaration entitled Declaration for Woodfield (the "Declaration") will be recorded in the Public Records of Indian River County, Florida, and shall govern all of the operations of a community to be known as Woodfield. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

**5** Purpose of Woodfield POA. Woodfield POA is formed to: (a) provide for ownership, operation, maintenance, and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; and (c) administer the interests of Woodfield POA and the Owners.

**6** Not for Profit. Woodfield POA is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

**7** Powers of Association. Woodfield POA shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges, and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

**7.1** To perform all the duties and obligations of Woodfield POA set forth in the Declaration and By-Laws, as herein provided.

**7.2** To enforce, by legal action or otherwise, the provisions of these Articles of Incorporation, the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Woodfield POA and Woodfield.

**7.3** To fix, levy, collect, and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

**7.4** To pay all Operating Costs, including, but not limited to, all licenses, taxes, or governmental charges levied or imposed against the property of Woodfield POA.

**7.5** To own, hold, improve, build upon, operate, lease, maintain, grant rights and easements, and (excluding real estate) acquire (by gift, purchase or otherwise), sell, annex, convey, dedicate, transfer grant rights and easements, sell, dedicate, transfer or otherwise

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dispose of personal property in connection with the functions of Woodfield POA except as limited by the Declaration.

**7.6** To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

**7.7** To license, lease, or create easements upon, or (excluding real estate) dedicate, grant, concession, sell or transfer all or part of Woodfield to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

**7.8** To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Woodfield POA, Woodfield, the Common Areas, Lots, Parcels and Homes, as provided in the Declaration, and to effectuate all of the purposes for which Woodfield POA is organized.

**7.9** To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

**7.10** To employ personnel and retain independent contractors to contract for management of Woodfield POA, Woodfield, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Woodfield POA.

**7.11** To contract for services to be provided to, or for the benefit of, Woodfield POA, Owners, the Common Areas, and Woodfield as provided in the Declaration, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.

**7.12** To establish committees and delegate certain of its functions to those committees.

**7.13** The obligation to operate and maintain the Surface Water Management System within Woodfield (including, without limitation, all lakes, retention areas, culverts and related appurtenances, if any) in a manner consistent with the applicable SJRWMD Permit requirements and applicable SJRWMD rules, and to assist in the enforcement of the Declaration which relate to the Surface Water Management System. The Woodfield POA shall be responsible for assessing and collecting assessments for the operation, maintenance, and if necessary, repairs of the Surface Water Management System within Woodfield.

**8** Voting Rights. Members have the voting rights set forth in the By-Laws.

**9** Board of Directors. The affairs of Woodfield POA shall be managed by a Board of five (5) Directors. Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held in conjunction with the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting.

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**10** Dissolution. In the event of the dissolution of Woodfield POA other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Woodfield POA and to manage the Common Areas, in the place and stead of Woodfield POA, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Woodfield POA and its properties. In addition, if Woodfield POA is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

**11** Duration. Woodfield POA shall have perpetual existence.

**12** Amendments.

**12.1** General Restrictions on Amendments. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

**12.2** Amending Articles. Subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) sixty-six and two-thirds percent (66 2/3%) of all the votes present, in person, by absentee ballot, electronic ballot, or by proxy at a duly called meeting of the Members at which there is a quorum.

**13** Limitations.

**13.1** Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

**13.2** By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

**14** Incorporator. The name and address of the Incorporator of this corporation is:

Jeffrey R. Margolis, Esq.  
Jeffrey R. Margolis, P.A.  
Duane Morris LLP  
200 South Biscayne Blvd., Suite 3400  
Miami, Florida 33131

**15** Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are

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elected by the Board and their names and addresses will be submitted annually to the Florida Department of State.

**16** Indemnification of Officers and Directors. Woodfield POA shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, personal representatives and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Woodfield POA, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

**17** Transactions in Which Directors or Officers are Interested. No contract or transaction between Woodfield POA and one (1) or more of its Directors or Officers, or between Woodfield POA and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Woodfield POA shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, the President and Secretary have executed this Amendment to the Articles of Incorporation as of this \_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESSES:

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.