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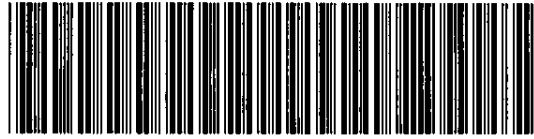
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VH



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 483788 81758A

AUTHORIZATION :

COST LIMIT : \$ 78.75

ORDER DATE : September 27, 2006

ORDER TIME : 10:58 AM

ORDER NO. : 483788-005

CUSTOMER NO: 81758A

DOMESTIC FILING

NAME: WINDSOR PARK HOMEOWNERS
ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP
 ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Jeanine Reynolds - EXT. 2933

EXAMINER'S INITIALS: _____



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 28, 2006

CSC

SUBJECT: WINDSOR PARK HOMEOWNERS ASSOCIATION, INC.
Ref. Number: W06000042689

We have received your document for WINDSOR PARK HOMEOWNERS ASSOCIATION, INC. and your check(s) totaling \$. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

Adding "of Florida" or "Florida" to the end of a name is not acceptable.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6962.

Valerie Herring
Document Specialist
New Filing Section

Letter Number: 206A00057852

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DIVISION OF CORPORATIONS

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ARTICLES OF INCORPORATION
OF
WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

In order to form a corporation not-for-profit, under and in accordance with Chapters 617 and 720 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit, for the purpose, and with the powers, hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

ARTICLE I

NAME

1. Name. The name of this corporation shall be WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC. ("Association"). The initial address of the Association shall be 4500 PGA Boulevard, Suite 400, Palm Beach Gardens, Florida 33418.

2. Definitions. The words used in these Articles shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Windsor Park (said Declaration, as amended, renewed, or extended from time to time, is hereinafter referred to as the "Declaration").

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Association, to exercise all the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration which is to be recorded in the public records of Palm Beach County, Florida, including, without limitation, the establishment and enforcement of the payment of assessments and other charges contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property.

ARTICLE III

POWERS

The Association shall have the following powers which shall be governed by the following provisions:

1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not-for-profit as set forth in Section 617.0302, Fla. Stat., which are not in conflict with the terms of these Articles, the Declaration, or the By-Laws of the Association.

2. Necessary Powers. The Association shall have all of the powers and duties set forth in the Declaration, except as limited by these Articles, and all powers and duties reasonably necessary to operate and administer the Properties pursuant to the Declaration, including but not limited to the following:

A. To make and collect assessments against Members to defray the costs and expenses of the Association property.

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

C. To purchase, own, hold, lease, improve, maintain, repair, replace, operate and convey the common property and Common Areas of the Association in accordance with the Declaration, including, without limitation, to operate and maintain the surface water management system permitted by the South Florida Water Management District.

D. To purchase insurance upon the property of the Association and insurance for the protection of the Association and its Members, in the amounts required by the Declaration.

E. To reconstruct the improvements to the Association's property after casualty, and to further improve the Association's properties, as provided in the Declaration.

F. To make and amend reasonable Rules and Regulations regarding the use of the property of the Association in accordance with the requirements set forth in the By-Laws.

G. To contract for the management of the Association property and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration to have the approval of the Board or the Membership. Any such contract may not exceed one (1) year, and must provide for termination by either party without cause and without payment of a termination fee on not more than ninety (90) days written notice.

H. To employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Association property.

I. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the Rules and Regulations for the use of the Association's property as same may be promulgated, modified, or amended from time to time by the Association.

J. To pay taxes and assessments, which are liens against any part of the Association's property.

K. To pay the cost of all power, water, sewer, waste collection, and other utility services rendered to the property of the Association, and not billed to Unit Owners.

L. To grant such permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful to the Association.

M. To enter any lot at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste, or to do such other work reasonably necessary for the proper protection, preservation, or maintenance of Association Property.

N. To do such other things as may be necessary in order to perform the duties and to exercise the powers provided for the Association in the Declaration.

3. Funds and Title to Properties. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

ARTICLE IV

MEMBERS

1. Members. The Members of the Association shall consist of all of the record owners of Units in Windsor Park.

2. Change of Membership. Subject to the terms and conditions of the Declaration for conveyances, change of membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing a record title to a Unit located in Windsor Park, and the delivery to the Association of a copy of such deed or other instrument. The owner designated by such instrument thus becomes a Member of the Association, and the membership of the prior owner is terminated as of the date of recording of such instrument.

3. Transfer of Membership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except upon transfer of title of his Unit.

4. Voting. The owner of each Unit shall be entitled to one vote as a Member of the Association. The exact number of votes to be cast by Members and the manner of exercising voting rights, shall be determined by the By-Laws; subject, however, to the terms and conditions of the Declaration.

ARTICLE V

TERM

The term for which this corporation is to exist shall be perpetual. If the Association is dissolved, the surface water management system maintained and operated by the Association, including the property containing the surface water management system and the water management portions of the Common Areas will be conveyed to an agency of local government determined to be acceptable by the South Florida Water Management District. If the local government declines to accept the conveyance, then the surface water management system,

property containing the surface water management system, and the water management portions of the Common Areas will be dedicated to a similar non-profit corporation.

ARTICLE VI

INCORPORATORS

The names and addresses of the Incorporators to these Articles are as follows:

| NAME | ADDRESS |
|---------------|--|
| James Gomez | 4500 PGA Boulevard, Suite 400 Palm Beach Gardens, Fl. 33418 |
| David A. Koon | 4500 PGA Boulevard, Suite 400 Palm Beach Gardens, Fl. 33418 |
| John Olinger | 4500 PGA Boulevard, Suite 400 Palm Beach Gardens, Fl. 33418 |

ARTICLE VII

OFFICERS

1. Officers. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer, which officers shall be subject to the directions of the Board.

2. Election of Officers. The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many Vice Presidents as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in the By-Laws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary.

Officers shall be elected by the Board at the first meeting of the Board following each annual meeting of the Members, provided, however, until the Transfer Date, the Developer shall have the right to approve all of the officers elected. The following persons shall serve as the initial officers.

| | |
|----------------|---------------|
| President | James Gomez |
| Vice President | David A. Koon |
| Secretary | John Olinger |

Treasurer

John Olinger

ARTICLE VIII

BOARD OF DIRECTORS

1. Directors. The affairs of the Association will be managed by a Board consisting of not less than three (3) or more than five (5) Directors. The composition of the Board, the manner of election to the Board, the term of office and other provisions regarding the Board shall be established by the Declaration and the By-Laws of the Association. The number of Directors on the Board until the Transfer Date shall be three (3). Thereafter, the number of Directors shall be five (5). After the Developer elects to divest itself of control of the Association, Directors must be Members of the Association.

2. Term of Directors. After the Transfer Date, members of the Board shall serve for a term of two (2) years; provided, however, that not less than two (2) members of the Board elected on the Transfer Date shall serve for initial terms of one (1) year and the balance of the Board elected on the Transfer Date shall serve for initial terms of two (2) years. Thereafter, the terms of no more than three (3) Board members will end each year. After the Transfer Date, at each annual meeting, Directors shall be elected to take the Board positions of the members of the Board who terms have expired.

3. Election of Directors. Directors of the Association shall be elected at the Annual Members' Meeting in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

4. Transfer Date. The first election of Directors shall not be held until three months after ninety percent (90%) of the Units have been conveyed by the Developer to the Members or until the Developer elects to terminate control of the Association, whichever shall first occur. The Directors named as the first Board, including any replacement members, shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

5. First Board. The names and addresses of the persons who are to serve as the first Board are as follows:

| NAME | ADDRESS |
|---------------|--|
| James Gomez | 4500 PGA Boulevard, Suite 400 Palm Beach Gardens, Fl. 33418 |
| David A. Koon | 4500 PGA Boulevard, Suite 400 Palm Beach Gardens, Fl. 33418 |
| John Olinger | 4500 PGA Boulevard, Suite 400 Palm Beach Gardens, Fl. 33418 |

ARTICLE IX

INDEMNIFICATION

Every Director, committee member, and officer of the Association (and the Directors, committee members, and officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels and whether or not suit be instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director, committee member, or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director, committee member, or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director, committee member, or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director, committee member, or officer may be entitled whether by statute or common law.

ARTICLE X

BY-LAWS

The By-Laws of the Association may be adopted, amended, altered, or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles or the Declaration, and provided further, that no amendment, alteration, or rescission may be made which adversely affects the rights and privileges of any Institutional Mortgagee, without the prior written consent of the Institutional Mortgagee so affected, and provided further that until the Transfer Date no amendments, alterations or rescissions of the By-Laws shall be effective unless the Developer, the Abacoa Property Owners' Assembly, Inc., and the Abacoa Development Company shall have joined in and consented thereto in writing. Any attempt to amend, alter, or rescind contrary to these prohibitions shall be of no force or effect.

ARTICLE XI

AMENDMENTS

1. Prior to such time as the first deed of conveyance of a Unit from Developer to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), these Articles may be amended only by an instrument in writing signed by the incorporator of these Articles and filed in the Office of the Secretary of State of the State of Florida.

2. After the First Conveyance, and prior to the Transfer Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

3. After the Transfer Date, these Articles may be amended in the following manner:

A.

(1) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(2) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(3) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total voting interests present at such meeting.

B. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

4. These Articles may not be amended without the written consent of a majority of the members of the Board.


5. Notwithstanding any provisions of this Article XI to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Developer, without the prior written consent thereto by Developer, for so long as Developer holds either a leasehold interest in or title to at least one (1) Unit; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

6. Notwithstanding the foregoing provisions of this Article XI, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Developer hereunder, including, but not limited to, Developer's right to designate and select members of the First Board or otherwise designate and select Directors, without the prior written consent of Developer.


7. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

8. Additional Consents Required. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles without the prior written consent of the Board of Directors of the Abacoa Property Owners' Assembly, Inc. and Abacoa Development Company (during the period Developer's Rights and Obligations remain in force, as defined in the Abacoa Declaration of Covenants, Conditions and Restrictions).

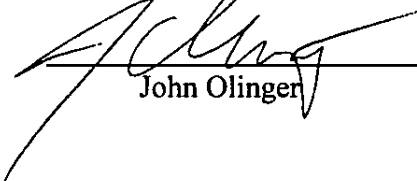
IN WITNESS WHEREOF, the Incorporators have hereunto affixed their signatures, this 3rd day of October, 2006.



James Gomez



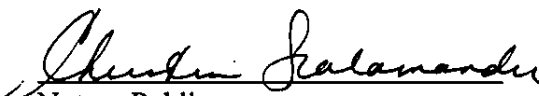
David A. Koon



John Olinger

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3rd day of October, 2006, by James Gomez, David A. Koon, and John Olinger. They are personally known to me.


Notary Public
Name: Christine Scalamandre
Commission # 22556313
Expiration date: 8/31/2010



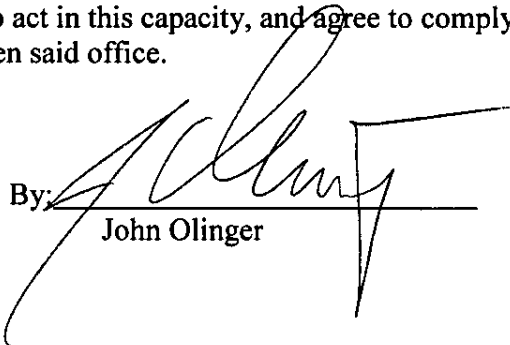
CERTIFICATE DESIGNATING A REGISTERED OFFICE AND
A REGISTERED AGENT FOR THE SERVICE OF PROCESS
WITHIN THE STATE OF FLORIDA

In accordance with Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at the City of Palm Beach Gardens, County of Palm Beach, State of Florida, has named John Olinger located at 4500 PGA Boulevard, City of Palm Beach Gardens, County of Palm Beach, State of Florida, as its agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT:

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, and agree to comply with the provision of the Act relative to keeping open said office.

By: 
John Olinger

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