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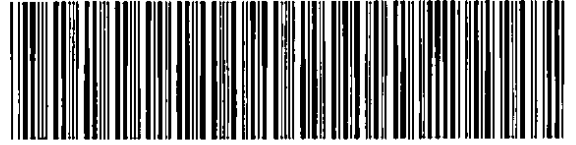
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-CERTIFIED CIRCUIT CIVIL MEDIATOR

BOARD CERTIFIED IN CONDOMINIUM\*  
& PLANNED DEVELOPMENT LAW

April 4, 2023

Amendments Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Re: Amended and Restated Articles of Incorporation of Windmill Village By The Sea  
Condominium No. 1 Association, Inc.

Dear Sir or Madam:

Enclosed for filing are the Amended and Restated Articles of Incorporation of Windmill Village By The Sea Condominium No. 1 Association, Inc., together with a photocopy to be date stamped and returned to this office in the self-addressed stamped envelope enclosed for your convenience. Also enclosed is a check in the amount of \$35.00 to cover the filing fee.

Thank you for your assistance in this matter and should you have any questions, please do not hesitate to contact our office.

Sincerely,



Myra Laurent  
Paralegal to Elizabeth P. Bonan, Esq.  
Enclosures

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**OF**

**WINDMILL VILLAGE BY THE SEA CONDOMINIUM NO. 1 ASSOCIATION, INC.**

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

**ARTICLE I**

**NAME**

The name of the corporation shall be **WINDMILL VILLAGE BY THE SEA CONDOMINIUM NO. 1 ASSOCIATION, INC.** For convenience the corporation shall be referred to in this instrument as the Association.

**ARTICLE II**

**PURPOSE**

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Section 718.112 of the Condominium Act, Florida Statutes (2022), as amended, for the operation of WINDMILL VILLAGE BY THE SEA CONDOMINIUM NO. 1, a condominium located in St. Lucie County, Florida.

2.2 The Association shall make no distributions of income to its members, directors or officers.

## ARTICLE III

### POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but limited to the following:

(a) To make and collect assessments, including without limitation to assess interest charges and late fees, against members as unit owners to defray the costs, expenses and losses of the condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) The maintenance, repair, replacement and operation of the condominium property.

(d) The purchase of insurance upon the condominium property and liability insurance for the protection of the Association and its members as unit owners.

(e) The reconstruction of improvements to condominium property after casualty and the further improvement of the condominium property.

(f) To make and amend reasonable rules and regulations respecting the use of the property in the condominium.

(g) To approve or disapprove the sale, mortgage, lease, sublease, ownership, or other transfer of units as may be provided by the Declaration of Condominium, these Articles, and the Bylaws.

(h) To charge transfer fees in connection with the sale, mortgage, lease, sublease, or other transfer of a unit when approval is required by the Declaration, Articles, and/or the Bylaws. The amount(s) of the fees fixed by the Board in the rules and regulations and charged by the Association shall be consistent with the provisions of Section 718.112(k)(2022), as amended, of the Florida Statutes.

(i) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.

(j) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

(k) To contract for the management or operation of portions of the common elements susceptible to separate management or operation.

(l) To employ personnel to perform the services required for proper operation of the condominium.

(m) To acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. All of such leaseholds, memberships and other possessory or use interests existing or brought into existence at the time of recording the Declaration shall be set forth and fully described therein. Subsequent to the recording of the Declaration, the Association may not acquire or enter into agreements acquiring such leaseholds, memberships or other possessory or use interests except as authorized by the Declaration and Bylaws. The Declaration and Bylaws may declare the expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and may include covenants and restrictions concerning the use of the same by the unit owners and such other provisions not inconsistent with the law as may be desired.

3.3 The Association shall have the power to purchase units in the condominium and to acquire, hold, lease, mortgage and convey the same.

3.4 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 of Condominium, these Articles of Incorporation and the Bylaws.

3.5 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium, these Articles, and the Bylaws.

## **ARTICLE IV**

### **MEMBERS**

4.1 The members of the Association shall consist of all of the record owners of units in the condominium; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of St. Lucie County, Florida, a deed or other instrument establishing a record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owners designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

4.4 The owner of each unit shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

## **ARTICLE V**

### **DIRECTORS**

5.1 The affairs of the Association will be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of such determination shall consist of three directors. Every Director must be a member of the Association or a legal spouse of a member of the Association.

5.2 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 of directors shall be filled in the manner provided by the Bylaws.

## **ARTICLE VI**

### **OFFICERS**

The affairs of the Association shall be administered by its elected officers as designated in the Bylaws. The officers shall be elected by the board of directors at its first meeting following the annual meeting of members of the Association and shall serve at the pleasure of the board of directors.

## **ARTICLE VII**

### **INDEMNIFICATION**

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or



officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

## **ARTICLE VIII**

### **BYLAWS**

The Bylaws may be amended in the same manner as is provided below to amend these Articles.

## **ARTICLE IX**

### **AMENDMENTS**

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

9.2 A resolution for the adoption of a proposed Amendment may be proposed either by the Board of Directors 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 provided such approval is delivered to the secretary at or prior to the meeting. Except as may be elsewhere provided,

(a) such approvals must be by not less than 60% of the entire membership of the Board of Directors and by not less than 60% of the entire votes of the entire membership of the Association; or

(b) by not less than 65% of the entire membership of the Association.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of, without approval in writing by all members and the joinder of all record owners or mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of St. Lucie County, Florida.

## ARTICLE X

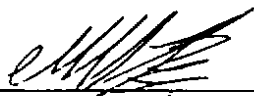
### TERM

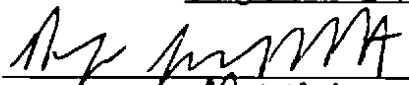
The term of the Association shall be perpetual.

These Amended and Restated Articles of Incorporation of Windmill Village by the Sea Condominium No. 1 Association, Inc. were approved by 60% of the Board of Directors and 60% of the entire membership, which vote was sufficient for approval.

**IN WITNESS WHEREOF**, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 30 day of March, 2023.

**WITNESSES AS TO PRESIDENT:**

  
Print Name: Miguel Bedon

  
Print Name: Myra Laurent

**WINDMILL VILLAGE BY THE SEA  
CONDOMINIUM NO. 1 ASSOCIATION,  
INC.**

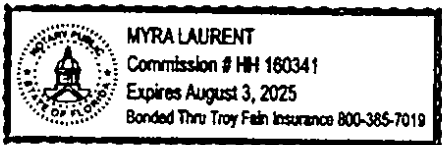
By: 

Robert Padovano, President

STATE OF FLORIDA  
COUNTY OF Martin

The foregoing instrument was subscribed, sworn and acknowledged before me by means of  physical presence or  online notarization, by Robert Padovano, as President of Windmill Village By The Sea Condominium No.1 Association, Inc.,  who is personally known to me, or  who has produced Florida Drivers License as identification on March 30, 2023.

**Notarial Seal**



[Signature]  
Notary Public  
Print Name: Myra Laurent  
My Commission Expires: August 3, 2025

**WITNESSES AS TO SECRETARY:**

**WINDMILL VILLAGE BY THE SEA  
CONDOMINIUM NO. 1 ASSOCIATION,  
INC.**

[Signature]  
Print Name: Miguel Bedon  
[Signature]  
Print Name: Myra Laurent

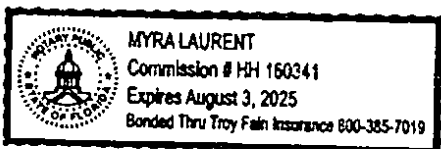
By: [Signature]  
LINDA VICKERY, Secretary



STATE OF FLORIDA  
COUNTY OF Martin

The foregoing instrument was subscribed, sworn and acknowledged before me by means of  physical presence or  online notarization, by Linda Vickery, as Secretary of Windmill Village By The Sea Condominium No.1 Association, Inc.,  who is personally known to me, or  who has produced Florida Driver's License as identification on March 30, 2023.

**Notarial Seal**



[Signature]  
Notary Public  
Print Name: Myra Laurent  
My Commission Expires: August 3, 2025