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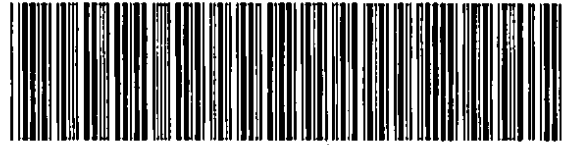
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Amended
Restated

AUG 07 2017

I ALBRITTON

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
WINDJAMMER CONDOMINIUM ASSOCIATION, INC.
(a condominium association)**

FILED
2017 AUG -1 PM 1:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The purpose of this Amended and Restated Articles of Incorporation is to continue the purposes of the Articles of Incorporation as originally filed with the Department of State on June 22, 1973, and amended at Official Records Book 1481, Page 1509, et. seq., and Official Records Book 1488, Page 773, Martin County, Florida.

ARTICLE I

NAME

The name of the corporation shall be WINDJAMMER CONDOMINIUM ASSOCIATION, INC., (a condominium association). For convenience, the corporation shall be referred to in this instrument as the Association. The office of the Association shall be located at 1850 Palm City Road, Stuart, Florida.

ARTICLE II

PURPOSE

A. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 718, Florida Statutes 2016 as amended, for the operation of WINDJAMMER CONDOMINIUM ASSOCIATION, INC., located upon the following lands in Martin County, Florida:

Lots 1, 2 and 3, Block 1, Property of John Taylor, according to the plat thereof filed January 26, 1914, recorded in Plat Book 5, Page 29, Palm Beach (now Martin) County, Florida public records; and the North 95.04 feet of the South 1989.34 feet of Government Lot 5, Section 8, Township 38 South, Range 41 East.

B. 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:

A. 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.

B. 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 not limited to the following:

1. To make and collect assessments against members as dwelling unit owners to defray the costs, expenses and losses of the condominium.

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

3. The maintenance, repair, replacement and operation of the condominium property.

4. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as dwelling unit owners.

5. The reconstruction of improvements after casualty and the further improvements of the property.

6. To make and amend reasonable rules and regulations, respecting the use of the property in the condominium; all such regulations and their amendments shall be approved by the Board of Directors. No such rule approved by the Board of Directors shall conflict with the terms and conditions set forth in the Declaration of Condominium and the Bylaws.

7. To approve or disapprove the transfer, mortgage and ownership of dwelling units as may be provided by the Declaration of Condominium and the By-Laws.

8. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium.

9. To contract for the management of the condominium and to delegate to such contractors 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.

10. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

11. To employ personnel to perform the services required for proper operation of the condominium.

C. The Association shall not have the power to purchase a dwelling unit of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

D. 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 By-Laws.

E. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV

MEMBERS

A. The members of the Association shall consist of all of the record owners of dwelling 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.

B. 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 Martin County, Florida, a deed or other instrument establishing a record title to a dwelling unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

C. 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 dwelling unit.

D. The owner of each dwelling unit shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of a dwelling unit and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V

DIRECTORS

A. The affairs of the Association will be managed by a Board consisting of the number of directors determined by the By-Laws but not less than three or more than seven. In the absence of such determination, the number of directors shall be five (5). Directors must be members of the Association.

B. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the 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 directors or officers may be entitled.

ARTICLE VIII

BY-LAWS

The By-Laws of the Association may be altered, amended or rescinded in the manner provide by the By-Laws.

ARTICLE IX

AMENDMENTS

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

A. 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.

B. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by written consent of a majority of the members of the Association. Except as elsewhere provided, such approvals must be either by:

1. If proposed by the Board of Directors, by not less than sixty-six and two-thirds percent (66 2/3%) of the votes of those members present and voting either in person or by proxy, at a duly called meeting of the members; or

2. If proposed by written consent of a majority of the members, by not less than seventy-five percent (75%) of the votes of those members present and voting either in person or by proxy at a duly called meeting of the members.

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

D. A copy of each amendment shall be recorded in the Public Records of Martin County, Florida.

ARTICLE X

TERM

The term of the Association shall be perpetual.

These Amended and Restated Articles of Incorporation of Windjammer Condominium Association, Inc., were approved by seventy-five percent (75%) of the Board of Directors and sixty-six and two-thirds (66 2/3) of the Members, present and voting at the meeting held on June 21, 2017, which vote was sufficient for approval

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its President and Secretary, and its corporate seal affixed on this 10 day of July, 2017.

WITNESSES AS TO PRESIDENT:

WINDJAMMER CONDOMINIUM
ASSOCIATION, INC.

William Troup
Printed Name: William Troup

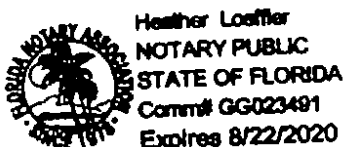
By: [Signature], President

Beth Gain
Printed Name: Beth Gain

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me on July 10, 2017, by Mike Moller, as President of Windjammer Condominium Association, Inc. ☒ who is personally known to me, or ☐ who has produced identification [Type of Identification: _____].

Notarial Seal



Heather Loeffler
Notary Public

WITNESSES AS TO SECRETARY:

WINDJAMMER CONDOMINIUM
ASSOCIATION, INC.

William Troup
Printed Name: William Troup

By: Mary Kay Jones
Mary Kay Jones Secretary

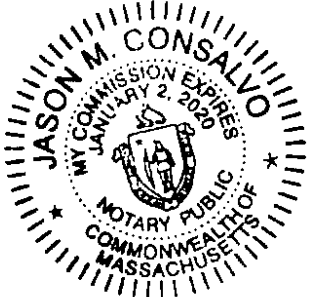
Taylor Meserve
Printed Name: Taylor Meserve

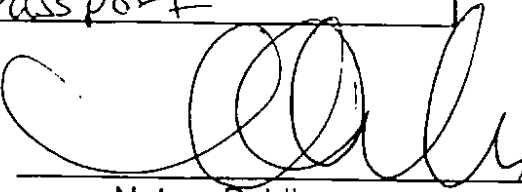


STATE OF ~~FLORIDA~~ Massachusetts
COUNTY OF Essex

The foregoing instrument was acknowledged before me on 13 July, 2017, by Mary Lou Tranos, as Secretary of Windjammer Condominium Association, Inc. [] who is personally known to me, or [☒] who has produced identification [Type of Identification: US Passport]

Notarial Seal





Notary Public