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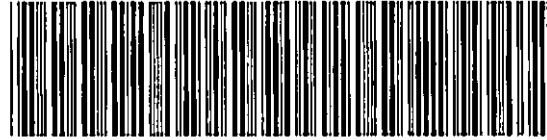
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Amended
Restated

JAN 14 2019
ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Windsome Estates Property Owners' Association, Inc.

DOCUMENT NUMBER: N14000006350

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Craig T. Galle, Esq.

(Name of Contact Person)

The Galle Law Group

(Firm/ Company)

13501 South Shore Blvd, Suite 103

(Address)

Wellington, Florida 33414

(City/ State and Zip Code)

pololawyer@aol.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Tara Lordi

(Name of Contact Person)

at

561-793-1970

(Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☒ \$43.75 Filing Fee &
Certificate of Status
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certificate of Status
(Additional Copy is
Enclosed)

2
→ 87.50

Mailing Address

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

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 3, 2019

CRAIG T. GALLE, ESQ.
THE GALLE LAW GROUP
13501 SOUTH SHORE BLVD - STE. 103
WELLINGTON, FL 33414

SUBJECT: WINDSOME ESTATES PROPERTY OWNERS' ASSOCIATION,
INC.
Ref. Number: N14000006350

We have received your document for WINDSOME ESTATES PROPERTY OWNERS' ASSOCIATION, INC., however, upon receipt of your document no check was enclosed. Please return your **document** along with a **check** or **money order** made payable to the Department of State for \$35.00.

Please file the document as either Articles of Amendment or Restated Articles of Incorporation pursuant to applicable Florida Statutes.

Our records do not reflect Amended and Restated Articles being filed. Therefore, the document must be entitled Amended and Restated Articles.

Please return 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) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 419A00000166

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TALLAHASSEE, FL

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
WINDSOME ESTATES PROPERTY OWNERS' ASSOCIATION, INC.**

FILED
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CLERK OF DISTRICT COURT

The Articles of Incorporation of Windsome Estates Property Owners' Association, Inc. filed on July 7, 2014 are hereby amended and restated in their entirety to provide as follows:

ARTICLE I

The name of the corporation shall be Windsome Estates Property Owners' Association, Inc. For convenience, the Corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the Bylaws of the Association as Bylaws.

Whenever these Articles of Incorporation refer to the "Property", it shall mean all property which is subject to the Declaration of Restrictions, Covenants, Easements and Conditions of Windsome Estates (the "Declaration") recorded or to be recorded among the Public Records of Palm Beach County, Florida, as amended from time to time. Capitalized terms not defined in these Articles shall have the same meaning as defined or set forth in the Declaration.

ARTICLE II

The Association is organized for the following purposes:

2.1 To provide for the maintenance and care of the Common Area or Common Property (as defined in the Declaration), and to provide for such other services as may be required or desired by the Association and which are within the purposes and powers of the Association as set forth in the Declaration and/or these Articles of Incorporation.

2.2 To enforce through appropriate legal means, the Declaration, these Articles and the Bylaws and any Rules and Regulations of the Association, including, without limitation, the Architectural Guidelines (as defined in the Declaration).

2.3 To engage in such other activities as may be to the mutual benefit of the owners of Lots within the Property, including, but not limited to, the levying, enforcement, and collection of dues and assessments.

**ARTICLE III
Powers**

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

3.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the terms of these Articles and the Declaration. Such powers shall include, without limitation, the powers granted or authorized by Chapter 720, Florida Statutes, as amended or renumbered from time to time.

3.2 The Association shall have all of the powers and duties expressly conferred upon it as set forth in the Declaration, these Articles and the Bylaws of the Association, and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services as set forth in the aforesaid documents as amended from time to time, including, but not limited to, the following:

(a) To make and collect membership assessments or membership fees against members and to use the proceeds for the maintenance, construction, reconstruction and repair of the Common Area and Common Property, and, such other areas and purposes as may be provided within the Declaration.

(b) To fix, levy, collect and enforce payment by all lawful means, all charges or assessments; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Association or its property.

(c) To acquire, by gift, purchase, or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(d) To borrow money and assign, pledge, or hypothecate any or all of its income and/or lien rights and personal property as security for money borrowed or debts incurred.

(e) To dedicate, sell or transfer all or any part of the Association property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members pursuant to the provisions of the Declaration. No such dedication or transfer shall be effective unless approved in accordance with the provisions of the Declaration.

(f) To perform such other activities of the Association, which in the opinion of the Board of Directors, shall be reasonably appropriate to its accomplishment of the purposes for which it is organized and the performance of its duties and obligations.

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

(h) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association, and any Rules and Regulations adopted by the Association.

(i) To employ personnel to perform the services required for the proper operation of the Association.

(j) To make and amend reasonable Rules and Regulations respecting the use and appearance of the property, including the Lots and Common Area or Common Property.

3.3 The Association shall make no distribution of income to its members, directors or officers.

3.4 All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of 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 Bylaws.

3.6 The foregoing powers shall, except where otherwise expressed, be in no way limited or restricted by reference to, or inference from the terms of any other clause of this or any other Articles of these Articles of Incorporation, and shall be construed as purposes as well as powers, notwithstanding the expressed enumeration of purposes elsewhere in these Articles.

ARTICLE IV

Members

4.1 The Association shall have two classes of Membership. Every Owner of a Lot, except Declarant, shall be a Class A Member of the Association, provided, however, upon the termination of the Class B membership on the Turnover Date the Declarant shall be a Class A Member of the Association with respect to each Lot owned by the Declarant. Class A membership shall be appurtenant to and may not be separate from ownership of any Lot. Declarant shall be the Class B Member of the Association as set forth in the Declaration.

4.2 Change of Class A membership in the Association shall be established by the recording in the Public Records of Palm Beach County, Florida, of a deed or other instrument establishing a record title to a Lot and shall be evidenced by delivery to the Association of a certified copy of such instrument. The Class A membership of the prior owner shall be terminated as of the date of execution of such deed or other instrument.

4.3 The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner by such Member except upon transfer of his Lot.

4.4 The Association shall have two classes of voting membership.

Class A. The Class A Members shall be entitled to vote as a Member of the Association such vote equal to one (1) vote for each full acre of which they

are the Owner (rounded up or down for fractions of an acre as provided herein). For purposes of determining voting rights of the Class A Members, the total acreage in a Lot shall be deemed to include that portion of any Common Area easement(s) included on, across or within a said Lot. Each fraction of an acre shall be rounded off as follows:

(a) .001 to .499 shall be rounded off to the next lowest whole number;

(b) .5 to .999 shall be rounded off to the next highest whole number.

For example, an Owner of a Lot containing five (5) acres shall be entitled to five (5) votes. An Owner of a Lot containing 6.6 acres shall be entitled to seven (7) votes and an Owner of a Lot or Lots containing 6.4 acres shall be entitled to six (6) votes. Notwithstanding any document to the contrary, the total acreage for each Lot for the purpose of determining the number of votes attributable to each Lot shall be as shown on the Plat as amended or replatted from time to time.

When more than one person holds an interest in any Lot, all such persons shall be Members. The vote(s) for such Lot shall be exercised as they determine, but in no event shall more than one vote per full acre (as rounded up or down) be cast with respect to any Lot. In the event multiple Owners of a Lot cannot agree on the manner the vote(s) for such Lot shall be cast on any issue, no vote(s) shall be counted for such Lot for such issue. In the event a Lot is owned by a corporation, or limited liability company, any officer thereof may cast the vote(s) for such Lot and in the event a Lot is owned by a partnership, any general partner thereof may cast the vote(s) for the Lot. In the event a Lot is owned by a trust, any trustee thereof may cast the vote(s) for the Lot. In the event the authorized representatives for any Lot cannot agree on how to cast the vote(s) for such Lot on any issue, no vote(s) shall be counted for such Lot for such issue.

Class B. The Class B Member shall be entitled to the vote(s) attributable to each Lot it owns, plus two (2) times the number of total Class A votes from time to time existing in Members other than Declarant. The Class B membership shall cease on the Turnover Date (as defined in the Declaration).

ARTICLE V

Transfer of Control of the Association

Declarant shall transfer control of the Association to Members other than the Declarant (such that the Members other than the Declarant shall be entitled to elect a majority of the members of the Board of Directors) upon the earliest to occur of the following events:

(a) Three (3) months after ninety percent (90%) of the Lots that will ultimately be subject to the Declaration and be part of the Community operated by the Association have been conveyed to Class A Members, or

(b) Thirty (30) days after the Declarant elects to terminate the Class B Membership.

For purposes of this Article V, the term or phrase "Members other than the Declarant" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale. Notwithstanding the foregoing, the Declarant may elect to effectuate, in its sole discretion, transfer of control of the Association earlier than as set forth above.

ARTICLE VI

Directors

6.1 The affairs of the Association will initially be managed by a Board of Directors consisting of three (3) Directors elected or appointed by the Class B Member and after the Turnover Date shall consist of the number of Directors as determined by the Bylaws which Directors shall be elected in the manner set forth in the Bylaws.

6.2 Subsequent to the Turnover Date Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors elected or appointed by the Class B Member may only be removed or replaced by the Declarant, and after the Turnover Date Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

The names and addresses of the initial Directors are: Tara Lordi, Joie Talley and Craig T. Galle, 13501 South Shore Boulevard, Suite 103, Wellington, FL 33414.

ARTICLE VII

Officers

The affairs of the Association shall be administered by officers elected by the Board of Directors pursuant to the provisions of the Bylaws, which officers shall serve at the pleasure of the Board of Directors.

ARTICLE VIII

Indemnification

To the greatest extent allowed by law, every Director and every officer and committee member 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 proceedings to which he may be a party, or in which he becomes involved, by reason of his being or having been a Director or officer or committee member of the Association, or any settlement thereof, whether or not he is a Director or officer or committee member at the time such expenses are incurred, except in such cases wherein the Director or officer or committee member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest 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 or committee member may be entitled.

ARTICLE IX

Bylaws

The first Bylaws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE X

Amendments

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

10.1 Prior to the Turnover Date the Declarant or Class B Member or Board of Directors may amend these Articles of Incorporation without the consent or approval of any Member, Owner, Institutional Mortgagee or other party, person or entity unless otherwise provided by applicable law. Subsequent to the Turnover Date, a resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided,

(a) Subsequent to the Turnover Date such approvals must be by not less than a majority of the entire membership of the Board of Directors and by not less than a majority of the total eligible voting interests of the membership of the Association. Such membership approval may also be obtained by written consent in lieu of a meeting. 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.

10.2 Provided, however, that no amendment subsequent to the Turnover Date shall make any changes in the qualifications for membership nor the voting rights or share of common expenses of members, without the approval in writing by all members and the joinder of all record owners of mortgages upon Lots or the improvements thereon.

10.3 A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XI

Term

The existence of the Association shall be perpetual unless it is dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of the members to insure that adequate provision has been made for the continued maintenance or satisfactory disposition of the assets of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated, granted, conveyed or assigned to an appropriate public agency to be used for purposes similar to those for which this Association was created

or to a non-profit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE XII

Transactions in which Directors or Officers are Interested

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIII

Dissolution of the Association

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

B. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Chapter 617, Florida Statutes or Statute of similar import, and approved by three-fourths (3/4) of the voting rights of the Association's members.

ARTICLE XIV

Subscribers

The name and address of the incorporator of the Articles of Incorporation is as follows:

Tara Lordi
13501 South Shore Blvd., Suite 103
Wellington, Florida 33414

ARTICLE XV
Registered Agent

The initial registered agent for the corporation is Craig T. Galle, Esq. and the street address of the initial registered office is 13501 South Shore Blvd., Suite 103, Wellington, Florida 33414 provided, however, that the registered agent and registered office may be changed from time to time by the Board of Directors.

ARTICLE XVI
Initial Principal Office and Mailing Address of the Association

The street address of the initial principal office of the Association and the initial mailing address of the Association shall be 13501 South Shore Blvd., Suite 103, Wellington, Florida 33414.

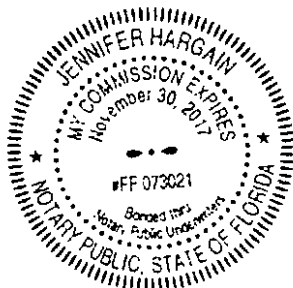
IN WITNESS WHEREOF, the undersigned subscriber/incorporator has executed these Amended and Restated Articles of Incorporation this 15th day of April, 2017.




Tara Lordi
Incorporator

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 15th of April, 2017, by TARA LORDI, as Incorporator of WINDSOME ESTATES PROPERTY OWNERS' ASSOCIATION, INC., on behalf of the Association, and she is personally known to me or has produced as identification and did take an oath.





Notary Name: Jennifer Hargain

Acceptance of Designation as Registered Agent

I hereby accept appointment as Registered Agent of Windsome Estates Property Owners' Association, Inc. as provided in Article XV hereof.

A handwritten signature in black ink, appearing to read 'Craig T. Galle', is written over a horizontal line.

Craig T. Galle
Registered Agent

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- ☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the ~~board of directors~~ Declarant.

Dated JAN. 2, 2018

Signature Joie Talley
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Joie Talley

(Typed or printed name of person signing)

Vice President, Windsome Farms Limited, Inc.

(Title of person signing)