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**FLORIDA PROFIT/NON PROFIT CORPORATION
WINDSOR PARK RESIDENCES ASSOCIATION, INC.**

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November 24, 2015

FLORIDA DEPARTMENT OF STATE
Division of Corporations

O'HAIRE, QUINN, CASALINO, CHARTERED

SUBJECT: WINDSOR PARK RESIDENCES ASSOCIATION, INC.
REF: W15000076563

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The Florida Statutes require an entity to designate a street address for its principal office address. A post office box is not acceptable for the principal office address. The entity may, however, designate a separate mailing address. The mailing address may be a post office box.

You must list at least one incorporator with a complete business street address.

The document must contain a registered agent with a Florida street address and a signed statement of acceptance. (i.e. I hereby am familiar with and accept the duties and responsibilities of Registered Agent.)

If your business entity does not intend to transact business until January 1st of the upcoming calendar year, you may wish to revise your document to include an effective date of January 1st. If you do not list an effective date of January 1st, your business entity will become effective this calendar year and it will be required to file an annual report and pay the required annual report fee for the upcoming calendar year this coming January, which is merely weeks away. By listing an effective date of January 1st, the entity's existence will not begin until January 1st of the upcoming year and will, therefore, postpone the entity's requirement to file an annual report and pay the required annual report filing fee until the following calendar year.

If you have any further questions concerning your document, please call (850) 245-6052.

Maryanne Dickey
Regulatory Specialist II
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ARTICLES OF INCORPORATION
OF WINDSOR PARK RESIDENCES ASSOCIATION, INC.

We, the undersigned, for the purpose of forming a not-for-profit corporation in accordance with the laws of the State of Florida, acknowledge and file these Articles of Incorporation with the Florida Secretary of State, Division of Corporations.

1. **NAME:** The name of the corporation is WINDSOR PARK RESIDENCES ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declaration of Condominium as "Declaration," these Articles of Incorporation as "Articles," and the Bylaws of the Association as the "Bylaws."

2. **PRINCIPAL OFFICE:** The principal street address and mailing address shall be 3125 Windsor Boulevard, Vero Beach, Florida 32963.

3. **PURPOSE:** The purpose for which the Association is organized is to manage, operate, and maintain the condominium known as the Windsor Park Residences, a Condominium. The Condominium shall be operated on a not-for-profit basis for the mutual use, benefit, enjoyment, and advantage of the individual residents of the Condominium; to make such improvements, additions, and alterations to the Condominium as may be necessary or desirable from time to time as authorized by the Declaration and the Bylaws of the Association; to purchase and own real or personal property; and to conduct and transact all business necessary and proper in the management, operation, and maintenance of the Condominium, all as agents of the Owners of the individual Condominium units.

4. **DEFINITIONS:** The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of the Condominium, to be recorded in the Public Records of Indian River County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

5. **POWERS:** The powers of the Association shall include and be governed by the following:

5.1 GENERAL: The Association shall have all of the common-law and statutory powers of a not-for-profit corporation under the laws of Florida that are not in conflict with the provisions of these Articles or of the Act.

5.2 ENUMERATION: The Association shall have all the powers and duties set forth in the Act, as amended from time to time, except as limited by the Declaration of Condominium, as amended from time to time; these Articles, as amended from time to time; and the Bylaws, as amended from time to time, including but not limited to the following:

5.2.1 To make and collect assessments and other charges against members as Unit Owners and to use the proceeds thereof in the exercise of its powers and duties.

5.2.2 To buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the Condominium.

5.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property, Association Property, or any other property acquired or leased by the Association for use by Unit Owners.

5.2.4 To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, and members as Unit Owners.

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5.2.5 To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Condominium Property; for the health, comfort, safety, and welfare of the Unit Owners; and for the administration of the Association.

5.2.6 To approve or disapprove the leasing, transfer, ownership, possession and use of Units as may be provided by the Declaration.

5.2.7 To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Condominium Property and Association Property.

5.2.8 To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be an affiliate or employee of Windsor Properties, a Florida general partnership or affiliate of that company) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records enforcement of rules, and maintenance, repair and replacement of the Common elements using funds made available by the Association. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the levy of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

5.2.9 To employ personnel to perform the services required for proper operation of the Condominium and the Association.

5.2.10 Make contracts and incur liabilities, borrow money at rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

5.3 **CONDOMINIUM PROPERTY:** All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

5.4 **DISTRIBUTION OF INCOME:** The Association shall make no distribution of income to its members, Directors, or Officers.

5.5 **LIMITATION:** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

6. MEMBERS: 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 were members at the time of the termination and their successors and assigns.

6.1 **ASSIGNMENT:** 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 the Unit for which that share is held.

6.2 **VOTING:** On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned, subject to the procedure contained in the Condominium Documents.

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6.3 MEETINGS: The Bylaws shall provide for an annual meeting of members and shall provide for regular and special meetings of members other than the annual meeting.

7. TERM OF EXISTENCE: The Association shall have perpetual existence.

8. OFFICERS: The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association 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. The Bylaws may provide for the removal of Officers, for filling vacancies, and for the duties of the Officers.

9. DIRECTORS:

9.1 NUMBER AND QUALIFICATION: The property, business, and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three Directors. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint a Vice President, assistant treasurer, an assistant secretary and such other offices as in its judgment may be necessary. Any person may hold more than one office, provided that the offices of President and Secretary shall not be held by the same person.

9.2 DUTIES AND POWERS: All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such approval is specifically required.

9.3 ELECTION; REMOVAL: 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.

10. INDEMNIFICATION:

10.1 INDEMNITY: The Association shall indemnify an person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, Officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonable incurred by that person in connection with such action, lawsuit, or proceeding unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, conviction or upon plea or nolo contendere, or its equivalent shall not, of itself create a presumption that the person did not act in good faith or did act in a manner that he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or conduct was unlawful.

10.2 EXPENSES: To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, lawsuit, or

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proceeding referred to in Section 9.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection with that defense.

10.3 ADVANCES: Expenses incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding upon receipt of any undertaking by or on behalf of the affected Director, Officer, employee, or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 10.

10.4 MISCELLANEOUS: The indemnification provided by this Article shall not be deemed exclusive or any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of member, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of that person.

10.5 INSURANCE: The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a Director Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

10.6 AMENDMENT: Anything contrary herein notwithstanding, the provision of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

11. BYLAWS: The Bylaws of this Corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

12. AMENDMENTS: These Articles may be amended in the following manner:

12.1 PROPOSAL OF AMENDMENTS: An amendment may be proposed by either a majority of the Directors or by 66 2/3 % of the entire voting interests.

12.2 PROPOSED AMENDMENT FORMAT: Proposals to amend existing Articles shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be ~~struck through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER FOR PRESENT TEXT."

12.3 NOTICE: Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

12.4 ADOPTION OF AMENDMENTS: A resolution for the adoption of a proposed amendment may be adopted by a vote of 66 2/3% of the voting interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of 66 2/3% of the entire voting interests. Amendments correcting errors, omissions, or

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scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

12.5 EFFECTIVE DATE: An amendment when adopted shall become effective after being recorded in the Indian River County Public Records according to law and filed with the Secretary of State according to law.

12.6 PROVISIO: Provided, however, that no amendment shall change the configuration of any Unit or the share in the common elements appurtenant to it, or increase the Owner's share of the common expenses unless the record Owner of the Unit concerned and all record owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

13. REGISTERED AGENT: The name and address of the registered agent is:

Jerome D. Quinn
O'Haire, Quinn, Casalino, Chartered
3111 Cardinal Drive
Vero Beach, FL 32963

14. INCORPORATOR: The name and address of the Incorporator is:

Jerome D. Quinn
O'Haire, Quinn, Casalino, Chartered
3111 Cardinal Drive
Vero Beach, FL 32963

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Jerome D. Quinn

Date

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.03, F.S.

Jerome D. Quinn

Date