

2/6/2018 Feb. 6 2018 4:49PM

O'Hair Quinn Casalino Corporations

No. 5617 P. 1

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H18000044515 3)))



H180000445153ABC

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations  
Fax Number : (850)617-6380

From:

Account Name : O'HAIRE, QUINN, CASALINO, CHARTERED  
Account Number : 073077002560  
Phone : (772)231-6900  
Fax Number : (772)231-9729

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: daniella.fleming@windsorflorida.com

COR AMND/RESTATE/CORRECT OR O/D RESIGN  
WINDSOR PARK RESIDENCES ASSOCIATION, INC.

Certificate of Status	1
Certified Copy	1
Page Count	22
Estimated Charge	\$52.50

C. GOLDEN

FEB - 7 2018

COVER LETTER

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: WINDSOR PARK RESIDENCES ASSOCIATION, INC.

DOCUMENT NUMBER: N15000011261

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

Please return all correspondence concerning this matter to the following:

Rich Marquis

(Name of Contact Person)

O'Haire, Quinn, Casalino, Chtd.

(Firm/ Company)

3111 Cardinal Drive

(Address)

Vero Beach, FL 32963

(City/ State and Zip Code)

rem@oqc-law.com

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

For further information concerning this matter, please call:

Rich Marquis

772

231-6900

at

(Name of Contact Person)

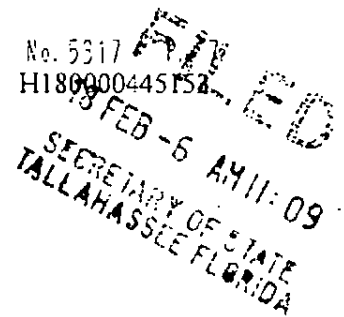
(Area Code) (Daytime Telephone Number)

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

- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input checked="" type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy is<br>Enclosed) |
|--|--|---|---|

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



AMENDED ARTICLES OF INCORPORATION  
OF  
WINDSOR PARK RESIDENCES ASSOCIATION, INC.  
(A Florida Corporation Not for Profit)

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Amended Articles of Incorporation, certify as follows:

The terms contained in these "Articles" are defined in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended from time to time, shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings:

A. "Act" means Condominium Act, Chapter 718, Florida Statutes, as amended from time to time.

B. "Articles" means these Amended Articles of Incorporation of the Association.

C. "Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in the Declaration) which from time to time are assessed against an Owner.

D. "Association" means Windsor Park Residences Association, Inc., a Florida corporation not for profit, responsible for operating Windsor Park Residences, a Condominium.

E. "Association Property" means that property, real and personal, if any, which is owned or leased by, or is dedicated to, the Association.

F. "Board" means the Board of Directors of the Association.

G. "Bylaws" means the Bylaws of the Association.

H. "Windsor Park Residences, a Condominium" means the name given to the planned residential development which is currently being developed by Developer on the Condominium Property, and which is planned to contain twelve (12) Residential Units, together with certain entry features, parking areas, landscape areas, open space and other common elements, as more particularly described in the Declaration.

I. "Common Elements" means the portion of the Condominium Property not included in the Units.

J. "Common Expenses" means expenses for which the Unit Owners are liable to

the Association as set forth in various sections of the Act and as described in the Condominium Documents and include:

- (i) expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements" (as defined in the Declaration), costs of carrying out the powers and duties of the Association with respect to Windsor Park Residences, a Condominium and the Condominium Property, cost of fire and extended coverage insurance on the Condominium Property; and
- (ii) any other expenses designated as Common Expenses from time to time by the Board.

K. "Common Surplus" means the excess of receipts of the Association collected on behalf of Windsor Park Residences, a Condominium (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.

L. "Condominium Documents" means, in the aggregate, the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with Windsor Park Residences, a Condominium.

M. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration(s) and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Units and Common Elements and all easements intended for use in connection with Windsor Park Residences, a Condominium, all as more particularly described in the Declaration.

N. "County" means Indian River County, Florida.

O. "Declaration" means the Declaration of Condominium by which Windsor Park Residences, a Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.

P. "Developer" means WINDSOR PROPERTIES, a Florida general partnership, its successors, grantees and assigns. A Unit Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

Q. "Director" means a member of the Board.

R. "Unit" means "Unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership as more particularly described in the Declaration.

S. "Unit Owner" means "unit owner" as defined in the Act and is the owner of a Unit as more particularly described in the Declaration.

T. "Member" means a member or members of the Association.

U. "Public Records" means the Public Records of the County.

V. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.

W. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

#### ARTICLE I NAME, PRINCIPAL AND MAILING ADDRESS

The name of this Association shall be WINDSOR PARK RESIDENCES ASSOCIATION, INC., whose principal and mailing address is 3125 Windsor Boulevard, Vero Beach, Florida 32963.

#### ARTICLE II PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to develop Windsor Park Residences, a Condominium, on property in Indian River County, Florida.

B. 1. The Association shall be the condominium association responsible for the operation of Windsor Park Residences, a Condominium subject to the terms and restrictions of the Condominium Documents. Each Unit Owner shall be a Member of the Association as provided in these Articles.

2. The purpose for which this Association is organized is to maintain, operate and manage Windsor Park Residences, a Condominium, including the Association Property, and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the plan set forth in the Condominium Documents and all other lawful purposes.

### ARTICLE III POWERS

The Association shall have the following powers which shall 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, which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers to be granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of the Condominium Property, Association Property and the Common Elements and the levying and collection of Common Expenses and the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (Including the Units, the Association Property and the Common Elements);

2. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Unit Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of Windsor Park Residences, a Condominium and the payment of Common Expenses and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Condominium Property and Association Property in accordance with the Declaration and the Act;

4. To reconstruct improvements on the Condominium Property and Association Property in the event of casualty or other loss;

5. To enforce by legal means the provisions of the Condominium Documents and the Act;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and

management of the Condominium Property and Association Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and Association Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of Windsor Park Residences, a Condominium; and

7. To purchase real and/or personal property as determined by the Association in compliance with the Condominium Documents.

#### ARTICLE IV MEMBERS

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such Membership, and the manner of voting by Members shall be as follows:

A. Until such time as Windsor Park Residences, a Condominium is submitted to condominium Ownership by the recordation of the Declaration, the membership of this Association shall be comprised solely of the members of the "First Board" (as defined in Article VIII hereof).

B. Once Windsor Park Residences, a Condominium is submitted to condominium Ownership by the recordation of the Declaration, the Unit Owners, which shall mean in the first instance Developer as the Owner of all the Units, shall be entitled to exercise all of the rights and privileges of the Members.

C. Except as set forth above, membership in the Association shall be established by the acquisition of Ownership of fee title to a Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Unit Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Unit, shall not be a Member unless and until such acquisition is in compliance with the provisions of the Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Unit.

D. No Member may assign, hypothecate or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Unit.

E. With respect to voting, the following provisions shall apply:

1. Each Unit shall be entitled to one (1) vote, which vote(s) shall be

exercised and cast in accordance with the Declaration and the Condominium Documents. In the event there is more than one (1) Owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person or entity, such Owners collectively shall be entitled to one (1) vote for each Unit owned in the manner determined by the Declaration.

(a) In matters that require a vote, such matters shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

2. The membership shall be entitled to elect the Board as provided in Article VIII of these Articles.

3. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

#### ARTICLE V TERM

The term for which this Association is to exist shall be perpetual.

#### ARTICLE VI OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which Officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers 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 Section 4.1 of the Bylaws); 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 Bylaws. 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 or Assistant Secretary.

#### ARTICLE VII FIRST OFFICERS

The names of the Officers who are to serve until the first election of Officers by the Board are as follows:

President	Elizabeth C. Hanley
Vice President	Robert Gallagher
Secretary/Treasurer	Jane Ford

#### ARTICLE VIII BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be no less than three (3) nor more than five (5), and the Board shall always be comprised of an odd number of Directors. The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph J of this Article VIII. Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members except that if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors. Co-Owners of a Unit may not serve as Directors at the same time.

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

<u>NAME</u>	<u>ADDRESS</u>
Elizabeth C. Hanley	3125 Windsor Boulevard Vero Beach, Florida 32963
Robert Gallagher	3125 Windsor Boulevard Vero Beach, Florida 32963
Jane Ford	3125 Windsor Boulevard Vero Beach, Florida 32963

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right

to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Unit Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the Units (as evidenced by the recordation of deeds), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph VIII. D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors, on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph VIII.C.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events:

1. Purchaser Members other than the Declarant are entitled to elect not less than a majority of the Board upon the happening of any of the following, whichever shall first occur:

(a) Three (3) years after 50 percent of the Units have been conveyed to purchasers;

(b) Three (3) months after 90 percent of the Units have been conveyed to purchasers;

(c) When all the Units have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business;

(e) When the developer files a petition seeking protection in bankruptcy;

(f) When a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment; or

(g) Seven years after recordation of the Declaration. The Developer is entitled to elect at least one member of the Board of the Condominium Association as long as the Developer holds for sale in the ordinary course of business at least one Unit. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting a majority of the members of the board of administration.

2. Notwithstanding the above Article VIII D.(1), Declarant shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. At the Majority Election Meeting, Purchaser Members shall elect the majority of Directors and Developer, until the Developer's Resignation Event, shall be entitled to designate the remaining Director(s). Developer reserves the right, until the Developer's Resignation Event (as defined below), to name the successor(s), if any, to any Director(s) it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

G. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member(s) to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member(s) to the Board.

H. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

I. Developer shall cause all of its designated Directors to resign when Developer no longer holds a Unit for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event." Upon the Developer's Resignation Event, the Directors elected by Members shall elect

successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

J. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors nor more than five (5), and the Board shall always be comprised of an odd number of Directors.

K. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one (1) body, on matters which pertain to the Association, the Association Property, or Windsor Park Residences, a Condominium.
3. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

#### ARTICLE IX POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

- A. Making and collecting Assessments against Members to defray the costs of the Common Expenses.
- B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.
- C. Maintaining, repairing and operating the improvements within Windsor Park Residences, a Condominium.
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within Windsor Park Residences, a Condominium.

E. Making and amending rules and regulations with respect to the Association Property.

F. Enforcing by legal means the provisions of the Condominium Documents.

G. Contracting for the management and maintenance of the Condominium Property and Association Property and authorizing a management agent 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 improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Paying taxes and assessments which are or may become liens against the Common Elements and/or Association Property and assessing the same against Units, the Unit Owners of which are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property and Association Property and not billed directly to Unit Owners.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

L. Engaging in mandatory non-binding arbitration for the settlement of disputes as provided for in Section 718.1255 of the Act.

M. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Condominiums, Time Shares and Mobile Homes, and updating the question and answer sheet at least annually.

N. Maintaining an adequate number of copies of the Condominium Documents, as well as the question and answer sheet referred to in Paragraph M. above, on the Condominium Property to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

O. Ensuring that the following contracts shall be in writing:

1. Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.

2. Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums.

P. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

Q. All other powers and duties reasonably necessary to operate and maintain Windsor Park Residences, a Condominium in compliance with the Condominium Documents and the Act.

#### ARTICLE X INDEMNIFICATION

Every Director and every Officer of the Association (and the Directors and/or Officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon them in connection with any proceeding, litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director or Officer of the Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director 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 or Officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her 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 or Officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and Officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or Officers, including, but not limited to Developer.

#### ARTICLE XI BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may

be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

## ARTICLE XII AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such Amendments and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XII is intended to comply with Chapter 617, Florida Statutes.

B. After the recording of the Declaration amongst the Public Records, these Articles may be amended in the following manner:

1. By the Developer.
2. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;
3. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice");
4. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon; or
5. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting

written consent shall be notified in writing of the passage thereof.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of the Declaration, recorded amongst the Public Records as an amendment to the Declaration.

E. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article VIII hereof, without the prior written consent thereto by Developer, nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Unit or of any "Institutional Mortgagee" (as defined in each Declaration) without its prior written consent.

#### ARTICLE XIII EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act and shall apply in addition to any emergency powers granted to the Association in the Act:

A. During any emergency defined in Paragraph XIII E. below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the Incapacity of any Director, Officer, agent or employee of the Association; and
2. Relocate the principal office of the Association or designate alternative principal offices or authorize Officers to do so.

B. During any emergency defined in Paragraph XIII E below:

1. One or more Officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and
2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIII to further the ordinary affairs of the Association:



1. Binds the Association; and
2. May not be used to impose liability on a Director, Officer, employee or agent of the Association.

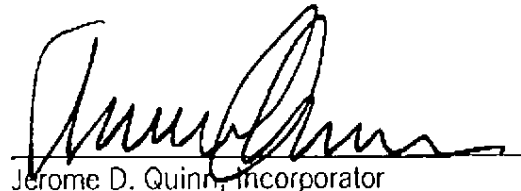
D. A Director, Officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIII if a quorum of the Directors cannot readily assemble because of a catastrophic event.

#### ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT

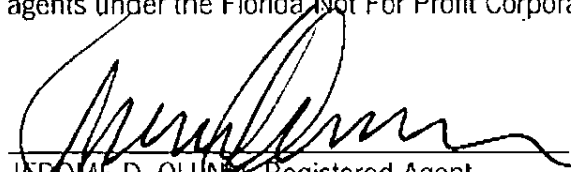
The street address of the initial registered office of the Association and place for service of process for the Association is 3111 Cardinal Drive, Vero Beach, Florida 32963, and the name of the initial registered agent at such address shall be Jerome D. Quinn.

IN WITNESS WHEREOF, the Incorporator has hereto affixed his signature, this 6<sup>th</sup> day of February, 2018.



Jerome D. Quinn, Incorporator

The undersigned hereby accepts the designation of Registered Agent of Windsor Park Residences Association, Inc., as set forth in Article XIV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.



JEROME D. QUINN, 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)

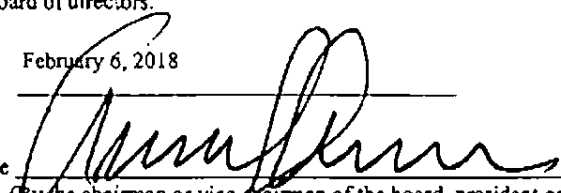
**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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.

Dated February 6, 2018

Signature

  
(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)

Jerome D. Quinn

\_\_\_\_\_  
(Typed or printed name of person signing)

Incorporator and Registered Agent

\_\_\_\_\_  
(Title of person signing)