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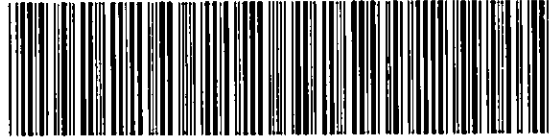
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Amended
&
Restated

HILL LAW FIRM, P.A.

CONDOMINIUM AND HOMEOWNERS ASSOCIATION REPRESENTATION

Cindy A. Hill, Esq.
chill@hill-lawpa.com

614 S. TAMiami TRAIL
OSPREY, FL 34229

Jennifer L. Hicks, Esq.
jhicks@hill-lawpa.com

PHONE: 941-244-0098
FAX: 941-244-0548

November 18, 2019

Via: U.S. Mail

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

Re: The Windsor Lodge at the Oaks Assoc., Inc. /Amended and Restated Articles

Dear Secretary of State:

Enclosed please find the Amended and Restated Articles of Incorporation of The Windsor Lodge at the Oaks Association, Inc. Also, enclosed is a check in the amount of \$35.00 for the filing fee for the documents.

Please record the document in the Records of the State of Florida and return the original filed documents in the enclosed self-addressed stamped envelope.

If you have any questions regarding this matter, please feel free to contact me at your earliest convenience.

Sincerely,



Jennifer L. Hicks, Esq.
For the Firm

Enclosures

This instrument prepared by:
Hill Law Firm, P.A.
614 S. Tamiami Trail
Osprey, FL 34229

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF THE WINDSOR LODGE AT THE OAKS ASSOCIATION, INC.
A Florida Not-For-Profit Corporation**

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HILL
LAW
FIRM
P.A.

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, THE WINDSOR LODGE AT THE OAKS ASSOCIATION, INC. was formed by the recording of Declaration of Condominium of The Windsor Lodge at the Oaks, a Condominium (the "Original Declaration"), at Official Records Book 2223, Page 682 in the Public Records of Sarasota County, Florida.

These are the Amended and Restated Articles of Incorporation The Windsor Lodge at the Oaks Association, Inc. The original Articles of Incorporation were recorded as an exhibit to the Original Declaration, at Official Records Book 2223, Page 682 in the Public Records of Sarasota County, Florida. The Windsor Lodge at the Oaks Association, Inc., has been organized pursuant to Chapter 718, Florida Statutes, for the maintenance, operation, and management of The Windsor Lodge at the Oaks, located in Sarasota County, Florida.

Pursuant to Section 718.112, Florida Statutes, the Articles of Incorporation of The Windsor Lodge at the Oaks Association, Inc. are hereby amended and restated in their entirety by the recording of this Amended and Restated Articles of Incorporation of The Windsor Lodge at the Oaks Association, Inc. ("Articles of Incorporation").

This is a substantial rewording of the Articles of Incorporation. See original Articles of Incorporation text and prior amendments for text that is amended by this document.

I. NAME

The name of the corporation shall be THE WINDSOR LODGE AT THE OAKS ASSOCIATION, INC., hereinafter referred to as "the Association."

II. GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium known as Windsor Lodge at the Oaks, located in Sarasota County, Florida, and to perform all acts provided in the Original Declaration of said Condominium, originally recorded at Official Records Book 2223 Page 682 of the Public Records of Sarasota County and pursuant to Chapter 718, Florida Statutes as amended ("the Condominium Act").

III. POWERS

The Association by and through its Board of Directors ("Board") shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in the Condominium Act, and the Declaration and Bylaws, including, but not limited to the following:

1. To make, amend and collect annual and special assessments against members as unit owners to defray the cost, expenses and losses of the Condominium, and to make special assessments against members as unit owners for maintenance or repair which is the responsibility of the unit owner.

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

3. To maintain, repair, replace and operate the Condominium Property, which right shall include the irrevocable right to access each unit during reasonable hours as may be necessary for such maintenance, repair or replacement of any of the Common Elements therein, or accessible therein or there from, or for making an emergency repair therein, that may be necessary to prevent damage to the Common Elements, or to another unit or units.

4. To purchase insurance upon the Condominium Property, and insurance for the protection of the Association and its members as unit owners.

5. To reconstruct the improvements after casualty and to further improve the property.

6. To make and amend reasonable rules and regulations regulating the use of the Condominium Property.

7. To approve or disapprove the transfer, mortgage, ownership and lease of units in the Condominium, as provided in the Declaration and Bylaws.

8. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles of Incorporation, Bylaws, and the rules and regulation for the use of the Condominium property.

9. To levy fines or to otherwise seek legal recourse for violation of approved condominium rules and regulations, or violations of the provisions of the Declaration, these Articles of Incorporation, or Bylaws, all as set forth in the Bylaws.

10. To contract for the management and maintenance of the Condominium property and to authorize 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 the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association. Additionally, to contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions. To employ personnel to perform the services required for proper operation of the Condominium.

11. To employ personnel for reasonable compensation to perform the services as required for the proper administration of the purposes of the Association.

12. To pay taxes and assessments which are liens against any part of the Condominium, other than the individual units, unless the individual unit or units are owned by the Association, and to assess the same against the unit and the owner of the unit which is subject to such liens.

13. To purchase a unit or units in the Condominium in accordance with the provisions of the Declaration and to hold, lease, mortgage and convey the same.

14. To enter into agreements for construction of recreation facilities, buildings, or master television or telecommunication systems, and other amenities or facilities for the benefit of the unit owners and to borrow money for the purpose of carrying out such construction, and to mortgage, lease or otherwise provide security for the repayment of said funds.

15. In the event of a structural and safety emergency, the Board may exercise the emergency powers and any other powers authorized by the provisions of the Condominium Act and Sections 718.1265, 617.0207, and 617.0303, Florida Statutes, all as amended from time to time.

IV. MEMBERS

The members of the Association shall consist of all persons owning a condominium unit of The Windsor Lodge at the Oaks as evidenced by a duly recorded deed or other appropriate instrument of conveyance, in the Public Records of Sarasota County, Florida. Membership in the Association shall terminate automatically and immediately as a member's interest in the title terminates, except that upon termination of the entire Condominium then membership shall consist of those who were members at the time of each conveyance of the respective units to the trustee as provided in the Declaration.

Each change of membership in the Association shall be established by both securing the approval of the Association as required by the Declaration, and delivery to the Secretary of a copy of the recorded deed or other instrument of conveyance.

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

V. VOTING RIGHTS

Each condominium unit shall be entitled to one vote at Association meetings, as provided in the Bylaws or Declaration, notwithstanding that the same owner may own more than one unit. The manner of exercising voting rights shall be determined by the Bylaws.

VI. EXISTENCE

The Association shall exist perpetually unless dissolved according to law.

VII. REGISTERED OFFICE AND REGISTERED AGENT

The office of the Association is located at c/o Lighthouse Property Management, 530 U.S. Hwy. 41 Bypass S, 18B, Venice, Florida 34285. The Association's Registered Agent is

currently c/o Hill Law Firm, P.A., 614 S. Tamiami Trail, Osprey, Florida 34229. The Board may change the Association's registered agent and office in the manner provided by law.

VIII. BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5), as prescribed in the Bylaws. The Board shall always consist of an odd number of directors. Directors must be Unit Owners and therefore members of the Association.

Directors of the Association shall be elected at the annual meeting of the members, in the manner determined by the Bylaws and by the Condominium Act. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws and by the Condominium Act.

IX. OFFICERS

The affairs of the Association will be managed by the officers whose positions and duties are set forth in the Bylaws. The officers shall be elected by the Board at its first meeting following the annual meeting of the Association, and shall serve at the pleasure of the Board. The Board shall elect from its members a President, Vice President, Secretary, Treasurer and other such officers they shall deem desirable, consistent with the Bylaws.

X. INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses, liabilities, and settlements, including attorney's fees reasonably incurred by or imposed upon him in connection with any legal or administrative proceeding to which he may become involved by reason of him being or having been a director or officer of the Association, whether or not he is a director or officer at the time of the expenses, unless the director or officer is adjudged by a Florida court of competent jurisdiction to have committed gross negligence, fraud, willful misfeasance and/or malfeasance in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursements as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all right of indemnification to which such director or officer may be entitled whether by statute, by common law, or otherwise.

The Association may also elect to indemnify any committee member or other appointee or volunteer if it believes such indemnification shall be in the best interests of the Association and the membership. The indemnification provided by this Article shall inure to the benefit of the heirs and personal representatives of such person.

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 against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Anything to the contrary herein notwithstanding, the provisions of this Article X may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

XI. BYLAWS

The Bylaws of the Association may be amended, altered or rescinded by the Association at any duly called meeting of the members provided that the notice of meeting contains a full statement of the proposed amendment, a quorum is in attendance, and there be an affirmative vote of the majority of the qualified voting members of the Association.

XII. SUBSCRIBER

The name and address of the original subscriber to the Articles of Incorporation is Edward F. Neild, III, 25 Bishopscourt Road, Osprey, Florida 34229.

XIII. AMENDMENTS

The Association may amend any provisions contained in these Articles of Incorporation by a simple majority vote of all the members. Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by any of the voting members. Such proposals shall set forth the proposed alteration, amendment or rescission and shall be in writing, filed by the members, and delivered to the President not less than twenty (20) days prior to the membership meeting at which such proposal is voted upon.

The Secretary shall give notice to each voting member setting out the proposed alteration, amendment or rescission and the time of the meeting at which such proposal will be voted upon. Such notice shall be given not less than fourteen (14) days prior to the date set for such meeting. Notice shall be given in the manner provided for in the Bylaws.

Any voting member may waive any or all of the requirements of this Article as to notice by the Secretary or proposals to the President for alteration, amendment or rescission of these Articles either before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

No amendment shall make any change to the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages or other liens upon the Condominium. No amendment shall be made which is in conflict with the Condominium Act or the Declaration.

[SEE CERTIFICATE FOR SIGNATURE PAGE]

This instrument prepared by:
Hill Law Firm, P.A.
614 S. Tamiami Trail
Osprey, FL 34229



**CERTIFICATE OF RECORDATION
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
THE WINDSOR LODGE AT THE OAKS, A CONDOMINIUM
AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF THE WINDSOR LODGE AT THE OAKS ASSOCIATION, INC.
AND
AMENDED AND RESTATED BYLAWS OF
THE WINDSOR LODGE AT THE OAKS ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amended and Restated Declaration of Condominium of The Windsor Lodge at the Oaks, a Condominium was duly adopted in the manner provided in the Condominium documents at the membership meetings held on June 21, 2019 and July 24, 2019.

The original Declaration of Condominium of The Windsor Lodge at the Oaks, a Condominium was recorded in Official Records Book 2223, Page 682 et seq. in the Public Records of Sarasota County, Florida, and the Condominium Plats were recorded in Condominium Plat Book 28, Pages 45-45E in the Public Records of Sarasota County, Florida.

The Amended and Restated Declaration of Condominium of The Windsor Lodge at the Oaks, a Condominium, the Amended and Restated Articles of Incorporation of The Windsor Lodge at the Oaks Association, Inc., and the Amended and Restated Bylaws of The Windsor Lodge at the Oaks Association, Inc. are attached hereto. All previous site plans of record are incorporated by reference.

IN WITNESS WHEREOF, we have affixed our hands this 30th day of July, 2019, in Sarasota County, Florida.

Hope Root
Witness Signature

Hope Root
Printed Name

[Signature]
Witness Signature

Nataly Chavez
Printed Name

THE WINDSOR LODGE AT THE OAKS
ASSOCIATION, INC.

By: Patricia Berna-Silva
Patricia Berna-Silva, President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30th day of July 2019, by Patricia Berna-Silva, as President, of The Windsor Lodge at the Oaks Association, Inc., a Florida corporation, on behalf of the corporation, who ☐ is personally known to me or ☐ has produced _____ as identification.


Notary Public, State of Florida

