

1 **PROPOSED AMENDED AND RESTATED ARTICLES OF INCORPORATION**
2 **OF**
3 **WINDSOR WEST CONDOMINIUM ASSOCIATION, INC.**
4 **(A Corporation Not For Profit)**

5
6 Additions are (underlined).

7 Deletions are stricken through.

8
9 ~~In order to form a corporation under and in accordance with the provisions of the laws~~
10 ~~of the State of Florida for the formation of corporations not for profit, we, the undersigned,~~
11 ~~hereby associate ourselves into a corporation for the purpose and with the powers~~
12 ~~hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:~~

13
14 These are the Amended and Restated Articles of Incorporation of Windsor West
15 Condominium Association, Inc., originally filed with the Florida Department of State on the
16 29th day of June, 1979, under Charter Number 747862. Amendments included have been
17 added pursuant to Chapter 617, Florida Statutes (2025).

18
19 The Board may, from time to time, change the designation of the principal office, the mailing
20 address of the corporation, the registered office and the registered agent, in the manner
21 provided by law.

22
23 I

24
25 The name of the corporation shall be WINDSOR WEST CONDOMINIUM
26 ASSOCIATION, INC. ~~(hereinafter referred to as the "Association").~~ For convenience, the
27 corporation is referred to in this instrument as the "Association," the Declaration of
28 Condominium as "Declaration," these Articles of Incorporation as the "Articles," and the
29 Bylaws of the Association as the "Bylaws."

30
31 II

32
33 ~~The purposes and objects of the Association shall be to administer the operation and~~
34 ~~management of the condominium known as Windsor West, A Condominium, located in Lee~~
35 ~~County, Florida, on the property described on Exhibit "A" attached hereto, in accordance~~
36 ~~with the Condominium Act of the State of Florida; to undertake the performance of the acts~~
37 ~~and duties incident to the administration of the operation and duties incident to the~~
38 ~~administration of the operation and management of said condominium when same is~~
39 ~~declared in accordance with law, in accordance with the terms, provisions, conditions and~~
40 ~~authorizations contained in these Articles of Incorporation and which may be contained in~~
41 ~~the formal Declaration of Condominium which will be recorded in the Public Records of Lee~~
42 ~~County, Florida, at the time said property, and the improvements thereon, are submitted to~~
43 ~~a plan of condominium ownership by the recording of an appropriate Declaration of~~

1 ~~Condominium; to own, operate, lease, sell, trade and otherwise deal with such property;~~
2 ~~whether real or personal, as may be necessary or convenient in the administration of said~~
3 ~~condominium; and further to foster a fine residential community throughout such property.~~
4 ~~The Association shall be conducted as a non-profit organization for the benefit of its~~
5 ~~members.~~

6
7 The purpose for which the Association is organized is to provide an entity pursuant to
8 the Florida Condominium Act (the "Act") for the operation of that certain Condominium
9 located in Lee County, Florida, and known as Windsor West Condominium (the
10 "Condominium").

11
12 III

13
14 The terms used in these Articles have the same definitions and meaning as those
15 set forth in the Declaration and the Act, unless herein provided to the contrary, or unless
16 the context otherwise requires.

17 IIIIV

18
19 The Association shall have the following powers:

20
21 1. The Association shall have all of the common -law and statutory powers and
22 privileges granted to corporations not for profit under the laws pursuant to which this
23 corporation is chartered (Chapter 617, Fla. Stats., 1977, as amended)of Florida and
24 pursuant to the Condominium Act of the State of Florida (Chapter 718, Fla. Stats, 1977, as
25 amended);that are not in conflict with the provisions of the Declaration, these Articles or of
26 the Act.

27
28 2. The Association shall have all the powers set forth in the Act except as limited
29 by the Declaration, these Articles, and Bylaws (all as amended from time to time), and all of
30 the powers reasonably necessary to ~~implement and effectuate the purposes of the~~
31 ~~association~~operate the Condominium; including but not ~~being~~ limited to, the following:

32
33 (a) To make and establish reasonable rules and regulations governing the use of
34 condominium units, common elements and limited common elements in said
35 condominium, as said terms may be defined in said Declaration of Condominium to be
36 recorded.

37
38 (b) To buy, own, operate, sell, lease, license, and trade ~~mortgage and otherwise~~
39 ~~deal with any and all property, whether~~both real ~~or and~~ personal property and to grant
40 easements and licenses as to same as may be necessary or convenient in the administration
41 of the Association and the operation of the Condominium.

1 (c) To ~~levy~~ make and collect assessments (including Special Assessments) and
2 other Charges against ~~members~~ Members as unit Owners, of the Association to defray the
3 ~~common expenses of the condominium as may be provided in said Declaration of~~
4 ~~Condominium and in the Bylaws of this Association which may be hereafter adopted,~~
5 ~~including the right to levy and collect assessments for the purposes of acquiring, operating,~~
6 ~~leasing, managing, and otherwise trading and dealing with such property, whether real or~~
7 ~~personal, including condominium units and said condominium~~ and to use the proceeds
8 thereof in the exercise of its powers and duties.
9

10 (d) To maintain, repair, replace, reconstruct, add to, improve, and operate ~~and~~
11 ~~manage the condominium~~ Condominium and the ~~p~~ Property comprising same, including the
12 ~~right to reconstruct improvements after casualty and to make further improvements of~~
13 ~~condominium property or other property acquired or leased by the Association.~~
14

15 (e) To contract for the management of the ~~condominium~~ Condominium and any
16 facilities used by the Unit Owners, and to delegate to the party with whom such contract has
17 been entered into ~~such contractor~~ all of the powers and duties of the Association except
18 those which ~~may be required by the Declaration of Condominium to have~~ specific, non-
19 delegable approval of the ~~board~~ Board of ~~directors~~ or the membership of the Association.
20

21 (f) To enforce by legal means the provisions of the Act, other applicable laws, said
22 the Declaration of Condominium, these Articles ~~of Incorporation~~, the Bylaws, ~~of the~~
23 ~~Association which may be hereafter adopted and the Rules and Regulations, governing the~~
24 ~~use of said condominium, as the same may be hereafter established~~ and the policies of the
25 Association.
26

27 (g) To approve or disapprove the transfer, ~~conveyance,~~ mortgaging, leasing, ~~and~~
28 ~~ownership, and possession of condominium u~~ Units; as may be provided by the Declaration
29 ~~of Condominium and the Bylaws.~~
30

31 (h) ~~To exercise, undertake and accomplish all of the rights, duties and obligations~~
32 ~~which may be granted to or imposed upon the Association pursuant to the Declaration of~~
33 ~~Condominium aforesaid.~~
34

35 (i) ~~To purchase units in the condominium and to acquire and hold, lease,~~
36 ~~mortgage and convey the same.~~
37

38 (j) ~~To enter into such contracts with other persons, firms or corporations as may~~
39 ~~be reasonably required for the management and operation of the condominium, and to sue~~
40 ~~and be sued in its own name. To employ personnel to perform the services required for~~
41 proper operation of the Condominium.
42

(j) —

1
2 ~~(k) To enter into leases of every type in nature in order to provide facilities and~~
3 ~~services to the unit owners of the condominium, including, without limitation, a lease or~~
4 ~~leases to provide recreation facilities for the condominium whereby the Association may~~
5 ~~lease property other than that described in Article II hereto for said purposes.~~
6

7 (l) To make contracts and incur liabilities, borrow money at such rates of interest
8 as the Board may determine, issue its notes, bonds, and other obligations, and secure any
9 of its obligations by mortgage and pledge of all or any of its property, franchises,
10 Assessments, Special Assessments, income or rights.
11

12 (m) To make and amend Rules and Regulations concerning the transfer, use,
13 appearance, maintenance, and occupancy of the Units, Common Elements, Limited
14 Common Elements, and Association Property, and to enact rules, policies, and resolutions
15 pertaining to the operation of the Association, subject to any limitations contained in the
16 Declaration.
17

18 ~~(k)~~(n) To purchase insurance upon the Condominium Property and insurance for the
19 protection of the Association, its Officers, Directors, Committee members, and Members as
20 Unit Owners.
21

22 3. All funds and the titles of all properties acquired by the Association and their
23 proceeds shall be held for the benefit of the Members in accordance with the provisions of
24 the Act, the Declaration, these Articles and the Bylaws.
25

26 4. The Association shall make no distribution of income to its Members,
27 Directors or Officers. This provision shall not apply to the distribution of insurance proceeds
28 as provided in the Declaration, nor the distribution of proceeds affiliated with termination or
29 condemnation, as provided in the Declaration and the Act, nor reimbursement for expenses
30 as may be authorized by the Board.
31

32 5. The powers of the Association are subject to and shall be exercised in
33 accordance with the provisions of the Declaration, these Articles, the Bylaws and the Act.
34

35 +V
36

37 ~~The qualifications of members, the manner of their admission to membership and~~
38 ~~termination of such membership and voting by members shall be as follows:~~
39

40 ~~1. The owners of all condominium units in Windsor West, A Condominium, with or upon~~
41 ~~all or any portions of the property described in Exhibit "A," shall be members of the~~

1 ~~Association; and no other persons or entities shall be entitled to membership except as~~
2 ~~provided in item 5 of this Article IV. Each owner of a condominium unit shall automatically~~
3 ~~become a member of the Association upon acceptance of a deed of conveyance to his~~
4 ~~condominium unit.~~

5
6 ~~2. Membership shall be established by the acquisition of fee title to a condominium~~
7 ~~unit, whether by conveyance, judicial decree or otherwise, provided that such acquisitions~~
8 ~~shall be approved in accordance with and conform to the provisions of these Articles, the~~
9 ~~Declaration of Condominium and the Bylaws. Membership of any party shall be~~
10 ~~automatically terminated upon his being divested of all title to or his entire fee ownership~~
11 ~~interest in any condominium unit, except that nothing herein contained shall be construed~~
12 ~~as terminating the membership of any party who may own two or more condominium units~~
13 ~~or who may own a fee ownership interest in a single condominium unit and who thereafter~~
14 ~~conveys a portion of his fee ownership, so long as such party retains title to or a fee~~
15 ~~ownership interest in any condominium unit.~~

16
17 ~~3. The interest of a member and in the funds and assets of the Association cannot be~~
18 ~~assigned, hypothecated or transferred in any manner, except as an appurtenance to his~~
19 ~~condominium unit. The funds and assets of the Association shall belong solely to the~~
20 ~~Association, subject to the limitation that the same be expended, held or used for the benefit~~
21 ~~of the membership and for the purposes authorized herein, in the Declaration of~~
22 ~~Condominium and in the Bylaws which may be hereafter adopted.~~

23
24 ~~4. On all matters on which the membership shall be entitled to vote, there shall be only~~
25 ~~one vote cast for each condominium unit, which vote may be exercised or cast by the owner~~
26 ~~or owners of each condominium unit in such manner as may be provided in the Bylaws~~
27 ~~hereafter adopted by the Association. Should any member own more than one~~
28 ~~condominium unit, such member shall be entitled to exercise or cast as many votes as he~~
29 ~~owns condominium units, in the manner provided in said Bylaws. It is the intention of the~~
30 ~~subscribers hereto that there shall be one vote for each condominium unit; and, if there is~~
31 ~~more than one owner of any given condominium unit, then such single vote shall be cast in~~
32 ~~accordance with the provisions made therefor in the Bylaws.~~

33
34 ~~5. Until such time as the property described above and the improvements thereon shall~~
35 ~~be submitted to a plan of condominium ownership by the recording of a Declaration of~~
36 ~~Condominium, the membership of the Association shall be comprised of the subscribers to~~
37 ~~these Articles, each of which subscribers shall be entitled to cast one vote on all matters on~~
38 ~~which membership shall be entitled to vote.~~

39
40 The Members of the Association consist of all of the record Owners of Units in the
41 Condominium, and after termination of the Condominium shall consist of those who were
42 Members at the time of the termination and their successors and assigns. If transfer of a Unit
43 has occurred without approval of the Association, and if in contravention of the provisions

1 of the Declaration, the Association need not recognize a record Owner as the "Member,"
2 unless the Association chooses to ratify or waive its objection to the transfer of title.

3
4 1. The share of a Member in the funds and assets of the Association cannot be
5 assigned, hypothecated, pledged or transferred in any manner except as an appurtenance
6 to the Unit for which that share is held.

7
8 2. On all matters upon which the membership is entitled to vote, there is only one
9 (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the
10 Bylaws. Any person or entity owning more than one (1) Unit is entitled to one (1) vote for each
11 Unit owned. Those Members whose voting rights are suspended pursuant to the terms of the
12 Condominium Documents and/or Florida law are not entitled to cast the vote assigned to
13 the Unit for which the suspension was levied during the period of suspension and such
14 Voting Interests shall be subtracted from the required number of votes when calculating any
15 required vote or quorum for the period during which such suspension exists.

16
17 3. The Bylaws shall provide for an annual meeting of Members, and may make
18 provision for regular and special meetings of Members other than the annual meeting.

19
20 VI

21
22 The Association ~~shall have~~ has perpetual existence ~~period~~.

23
24 VII

25
26 ~~The principal office of the Association shall be located at 3706 Broadway, Ft. Myers,~~
27 ~~Lee County, Florida, but the Association may maintain offices and transact business in such~~
28 ~~other places within or without the State of Florida as may from time to time be designated by~~
29 ~~the board of directors; furthermore, the board of directors may from time to time relocate~~
30 ~~the aforesaid principal office.~~ The affairs of the Association shall be administered by the
31 Officers designated in the Bylaws. The Officers shall be elected by the Board of the
32 Association at its first meeting following the annual meeting of the Members of the
33 Association and shall serve at the pleasure of the Board. The Bylaws may provide for the
34 removal from office of Officers, for filling vacancies, and for the duties of the Officers.

35
36 VIII

37
38 1. ~~The board of directors shall consist of the number of directors determined in~~
39 ~~accordance with the Bylaws, but not less than three directors; provided, however, that, until~~
40 ~~the developer of the condominium or its successors or assigns (hereinafter, "Developer")~~
41 ~~shall have relinquished control of the Association as hereinafter provided, the board of~~
42 ~~directors shall consist of three persons all of whom shall be designated by the Developer.~~
43 The property, business and affairs of the Association shall be managed by a Board consisting

1 of the number of Directors determined by the Bylaws, but which shall consist of not less than
2 three (3) Directors.

3
4 2. ~~The directors of the Association shall be elected at the annual meeting of the~~
5 ~~members in the manner determined by the Bylaws. Directors may be removed and~~
6 ~~vacancies on the board of directors shall be filled in the manner provided by the Bylaws.~~All
7 of the duties and powers of the Association existing under the Act, the Declaration, these
8 Articles, the Bylaws and the Rules and Regulations (all as amended from time to time) shall
9 be exercised exclusively by or under the direction of the Board, as provided in the Bylaws,
10 subject only to approval by Members when such approval is specifically required.

11
12 3. ~~—The first election of directors shall not be held until after the Developer has~~
13 ~~relinquished control of the Association, which event shall take place in accordance with the~~
14 ~~following provisions of this Article VII (such event being herein referred to as “relinquishment~~
15 ~~of control”). The directors herein named shall serve until the first election of directors. When~~
16 ~~unit owners other than the Developer own 15% or more of the units in which will be operated~~
17 ~~ultimately by the Association the unit owners other than the Developer shall be entitled to~~
18 ~~elect not less than one-third of the members of the board of directors of the Association.~~
19 ~~Unit owners other than the Developer shall be entitled to elect not less than a majority of the~~
20 ~~members of the board of directors of the Association three years after sales by the Developer~~
21 ~~have been closed of 50% of the units that will be operated ultimately by the Association, or~~
22 ~~three months after sales have been closed by the Developer of 90% of the units that will be~~
23 ~~operated ultimately by the Association, or when all of the units that will be operated~~
24 ~~ultimately by the Association have been completed and some of them have been sold and~~
25 ~~none of the others are being offered for sale by the Developer in the ordinary course of~~
26 ~~business, or when some of the units that will be operated ultimately by the Association have~~
27 ~~been conveyed to purchasers and none of the others are being constructed or offered for~~
28 ~~sale by the Developer in the ordinary course of business, whichever shall occur first. The~~
29 ~~Developer shall be entitled to elect not less than one member of the board of directors of the~~
30 ~~Association as long as the developer holds for sale in the ordinary course of business any~~
31 ~~units in condominium operated by the Association.~~

32
33 ~~Within 60 days after unit owners other than the Developer are entitled to elect a~~
34 ~~member or members of the board of directors, the Association shall call and give not less~~
35 ~~than 30 days nor more than 40 days’ notice of a meeting of unit owners for that purpose.~~
36 ~~Such meetings shall be called, and the notice given by any unit owners, if the Association~~
37 ~~fails to do so:~~

38
39 ~~In the event of a vacancy, the remaining directors shall fill such vacancy or vacancies,~~
40 ~~consistent with the provisions hereof.~~

IX

~~The first Bylaws of the Association shall be adopted by the subscribers to these Articles of Incorporation, who shall constitute the first board of directors, and may be altered amended or rescinded by the directors of the members of the Association in the manner provided by the Bylaws. The Bylaws of the corporation may be altered, amended, or repealed in the manner provided in the Bylaws.~~

X

~~Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director for officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful malfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the board of directors approves which settlement and reimbursement as being in 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 may be entitled.~~

1. Indemnity. The Association shall indemnify any Officer, Director, or Committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, Officer, or Committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all 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 in or not 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 (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or

1 proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the
2 intent of the membership of the Association, by the adoption of this provision, to provide the
3 most comprehensive indemnification possible to their Officers, Directors, and Committee
4 members as permitted by Florida law. In the event of a settlement, the right to
5 indemnification shall not apply unless the Board approves such settlement as being in the
6 best interest of the Association.

7
8 2. **Defense.** To the extent that a Director, Officer, or Committee member of the
9 Association has been successful on the merits or otherwise in defense of any action, suit, or
10 proceeding referred to in Article X.1, or in defense of any claim, issue, or matter therein, he
11 or she shall be indemnified against expenses (including attorneys' fees and appellate
12 attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

13
14 3. **Advances.** Reasonable expenses incurred in defending a civil or criminal
15 action, suit, or proceeding shall be paid by the Association in advance of the final disposition
16 of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the
17 affected Director, Officer, or Committee member to repay such amount if it shall ultimately
18 be determined that he or she is not entitled to be indemnified by the Association as
19 authorized by this Article 10. However, if the Board, by majority vote, determines that the
20 person seeking advancement did not act in good faith or in a manner he or she reasonably
21 believed to be in or not opposed to the best interest of the Association, and, with respect to
22 any criminal action or proceeding, that he or she had reasonable cause to believe his or her
23 conduct was unlawful, the Association shall not be obligated to pay for any expenses
24 incurred prior to the final disposition of the subject action.

25
26 4. **Miscellaneous.** The indemnification provided by this Article 10 shall not be
27 deemed exclusive of any other rights to which those seeking indemnification may be entitled
28 under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a
29 person who has ceased to be a Director, Officer, or Committee member and shall inure to
30 the benefit of the heirs and personal representatives of such person.

31
32 5. **Insurance.** The Association shall purchase and maintain insurance on behalf
33 of any person who is or was a Director, Officer, Committee member, and has the power to
34 purchase and maintain insurance on behalf of any person who is or was an employee, or
35 agent of the Association, or a Director, Officer, employee, or agent of another corporation,
36 partnership, joint venture, trust, or other enterprise, against any liability asserted against him
37 or her and incurred by him or her in any such capacity, or arising out of his or her status as
38 such, whether or not the Association would have the duty to indemnify him or her against
39 such liability under the provisions of this Article.

1 An amendment or amendments to these Articles of Incorporation may be proposed
2 by the board of directors of the Association acting upon a vote of a majority of the directors;
3 or by members of the Association owning a majority of the condominium units in the
4 condominium administered hereby, whether meeting as members or by instrument in
5 writing signed by them. Upon any amendment or amendments to these Articles of
6 Incorporation being proposed by the board of directors or members, such proposed
7 amendment or amendments shall be transmitted to the president of the Association, or
8 other officer of the Association in the absence of the president, who shall thereupon call a
9 special meeting of members of the Association for a date not sooner than 20 days nor later
10 than 60 days from the receipt by him of the proposed amendment or amendment; and it shall
11 be the duty of the secretary to give each member written or printed notice of such meeting,
12 stating the time and place of the meeting and reciting the proposed amendment or
13 amendments and reasonably detailed form, which notice shall be mailed or presented
14 personally to each member not less than 10 nor more than 30 days before the date set for
15 such meeting. If mailed, such notice shall be deemed to be properly given when deposited
16 in the United States mail, addressed to the members at his post office address as it appears
17 on the records of the Association, the postage thereon prepaid. Any member may, by written
18 waiver of notice signed by such member, waive such notice; and such waiver, when filed in
19 the records of the Association, whether before or after the holding of the meeting, shall be
20 deemed equivalent to the giving of each such notice to such member.

21
22 At such meeting, the amendment or amendments proposed must be approved by an
23 affirmative vote of the members owning not less than 75% of the condominium units in the
24 condominium administered thereby in order for such amendment for amendments to
25 become effective. Thereupon such amendment or amendments of these Articles of
26 Incorporation shall be transcribed and certified in such form as may be necessary to register
27 them in the office of the Secretary of State of the State of Florida; and, upon registration of
28 such amendment or amendments with said Secretary of State, a certified copy thereof shall
29 be recorded in the Public Records of Lee County Florida, within 10 days from the date on
30 which they are so registered. At any meeting held to consider such amendment or
31 amendments of these Articles of Incorporation, the written vote of any member of the
32 Association shall be recognized, if such member is not in attendance at such meeting or
33 represented thereat by proxy, provided such written vote is delivered to the secretary of the
34 Association at or prior to such meeting.

35
36 Notwithstanding the foregoing provisions of this Article XI, as long as the Developer
37 shall own any unit in the condominium no amendment to these Articles of Incorporation
38 shall be adopted or become effective without the prior written consent of the developer.

39 [These Articles may be amended in the following manner:](#)
40
41

1 1. **Proposal of Amendments.** An amendment may be proposed by the President
2 of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting
3 Interests.

4
5 2. **Proposed Amendment Format.** Proposals to amend existing Articles of
6 Incorporation shall contain the full text of the Article to be amended. New words shall be
7 underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so
8 extensive that this procedure would hinder rather than assist understanding, a notation must
9 be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL
10 REWORDING OF ARTICLE. SEE ARTICLE NUMBER _____ FOR PRESENT TEXT."

11
12 3. **Notice.** Written notice setting forth the proposed amendment or a summary
13 of the changes shall be included in the notice of any meeting at which a proposed
14 amendment is to be considered or in connection with documentation for action without a
15 meeting.

16
17 4. **Adoption of Amendments.** A resolution for the adoption of a proposed
18 amendment may be adopted by a vote of at least two-thirds (2/3 rds) of the Voting Interests
19 of the Association present (in person or by proxy) and voting at a duly noticed meeting at
20 which a quorum has been attained, or by the written agreement of at least two-thirds (2/3
21 rd) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's
22 errors, violations of applicable law, conflicts between the Condominium Documents, or if
23 determined necessary and desirable by the Board to comply with the requirements of the
24 secondary mortgage market, may be executed by the Officers of the Association, upon Board
25 approval, without need for Association membership vote. The Board may also adopt
26 amendments necessary to comply with the requirements of any governmental entity.

27
28 5. **Effective Date.** An amendment when adopted shall become effective after
29 being recorded in the Lee County Public Records according to law and filed with the
30 Secretary of State according to law.

31
32 6. **Automatic Amendment.** These Articles shall be deemed amended, if
33 necessary, so as to make the same consistent with the provisions of the Declaration.
34 Whenever the Act, Chapter 617, Florida Statutes or other applicable statutes or
35 administrative regulations, as amended from time to time, are amended to impose
36 procedural requirements less stringent than set forth in these Articles, the Board may
37 operate the Association pursuant to the less stringent requirements without the need to
38 change these Articles. The Board, without a vote of the Members, may also adopt by majority
39 vote, amendments to these Articles of Incorporation as the Board deems necessary to
40 comply with such operational changes as may be enacted by future amendments to
41 Chapters 607, 617, and the Act, or such other statutes or administrative regulations as
42 required for the operation of the Association, all as amended from time to time.

