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BASIC AMENDMENT

WINDSOR LAKES HOMEOWNERS ASSOCIATION, INC.

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Amended & Restated

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
WINDSOR LAKES HOMEOWNERS ASSOCIATION, INC.**

Kenneth R. Mitchell, being the President of Windsor Lakes Homeowners Association, Inc., a corporation duly organized under the Florida Not for Profit Corporation Act (the "Corporation"), hereby certifies that:

1. The name of the Corporation is WINDSOR LAKES HOMEOWNERS ASSOCIATION, INC.
2. The Corporation was incorporated in Florida on October 7, 2004.
3. These Amended and Restated Articles of Incorporation (hereinafter, the "Restated Articles") restate and integrate and further amend the provisions of the Corporation's Articles of Incorporation.
4. The terms and provisions of these Amended and Restated Articles were adopted and affirmatively approved by unanimous written consent of all of the members of the Corporation as of December 1, 2005.
5. Pursuant to Section 617.1007 of the Florida Not for Profit Corporation Act, the text of the Articles of Incorporation of the Corporation, as amended, is hereby amended and restated to read in its entirety as follows:

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is WINDSOR LAKES HOMEOWNERS ASSOCIATION, INC. (hereinafter called the "Association").

**ARTICLE II
PRINCIPAL OFFICE OF THE ASSOCIATION**

The principal place of business and the mailing address of the Association is located at 12001 Science Drive, Suite 160, Orlando, Florida 32826.

**ARTICLE III
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the registered office of the Association is 6767 N. Wickham Road, Suite 500, Melbourne, Florida 32940, and the name of the registered agent at that address is Karen Harkness.

Karen Harkness, Esq
Mercedes Homes, Inc.
6767 N. Wickham Rd., Suite 500
Melbourne, FL 32940
(321)259-6972
(321) 242-9291 - FAX.

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ARTICLE IV **DEFINITIONS**

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Declaration of Covenants, Conditions and Restrictions for Windsor Lakes recorded or to be recorded in the Public Records of Seminole County, Florida, as it may from time to time be amended or supplemented (hereinafter called the "Declaration").

ARTICLE V **PURPOSE, DUTIES AND POWERS OF THE ASSOCIATION**

Section 1. The Association does not contemplate pecuniary gain or profit. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, operation and improvement of the Property and Common Areas.

Section 2. The Association shall operate, maintain and manage the Surface Water and Storm Water Management System in a manner consistent with the Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained therein.

Section 3. The Association shall levy and collect adequate Assessments against Members of the Association in accordance with the Declaration and the Association's rights and obligations thereunder, including, without limitation, for the costs of maintenance and operation of the Surface Water and Storm Water Management System. The Assessments shall be used for such purposes as are required under the Declaration, including, without limitation, for the maintenance and repair of the Surface Water and Storm Water Management System, including all work within retention areas, drainage structures, and drainage easements.

ARTICLE VI **MEMBERSHIP**

Section 1. Every Owner of a Lot which is subject to Assessments under the Declaration shall be a Member of the Association, except that the Builder shall be a Member of the Association entitled to vote one (1) vote for each Lot owned by Builder notwithstanding that the Builder's Lots are exempt from such Assessments. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessments.

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Section 2. The Association shall have two classes of voting Membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by a majority of all such members as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall not have any specific number of votes, but may appoint a majority of the Members of the Board of Directors during the Class "B" Control Period, and may exercise the additional rights specified herein, in the Bylaws, the Declaration, or in any of the other Governing Documents. The Class B Membership shall cease and shall be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) the date exactly 6 years after the recording of the Declaration; or
- (b) at the election of the Declarant (whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Association); or
- (c) three (3) months after 90% of the Lots have been conveyed to Owners other than Builder.

Section 3. Notice of Meetings and Right to Speak. The Governing Documents shall require that actual notice of all Member meetings be given to each of the Members, which shall be mailed, delivered, or electronically transmitted to the Members not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. Each of the Members and Owners shall have the right to attend all meetings of the Members and to speak at any such meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the Governing Documents or any rules adopted by the Board or by the Members, a Member shall have the right to speak for at least 3 minutes on any item, provided that the Member submits a written request to speak prior to the meeting. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this subsection.

Section 4. General Matters. When reference is made herein, or in the Bylaws, rules and regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed and administered by a Board of Directors consisting of three (3), five (5), or seven (7) members. The Board consists of seven (7) members, with the number in subsequent years to be determined by the members of the Board;

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provided that there shall always be an odd number of directorships created. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Patty Loy	12001 Science Drive, Suite 160 Orlando, FL 32826
Kenneth R. Mitchell	P.O. Box 411989 Melbourne, Florida 32941
Hazel O'Toole	P.O. Box 411989 Melbourne, Florida 32941
James L. Sigmund	P.O. Box 411989 Melbourne, Florida 32941
William R. Mitchem	12001 Science Drive, Suite 160 Orlando, FL 32826
Glenn Kirwan	12001 Science Drive, Suite 160 Orlando, FL 32826
Kenneth D. Wofford	12001 Science Drive, Suite 160 Orlando, FL 32826

Any other provision of this Article VII to the contrary notwithstanding, Owners other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors not later than three (3) months after ninety percent (90%) of the Lots in Windsor Lakes that will ultimately be operated by the Association have been conveyed to Owners other than Builder. Thereafter, Declarant shall be entitled to elect at least one member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in Windsor Lakes. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors. Interim vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint Directors and thereafter by the majority of the remaining Directors, and any such appointed Director shall serve for the remaining term of his predecessor. After Declarant relinquishes its right to appoint the Board of Directors, the Members shall, at the annual meeting of the Members, elect the directors by majority vote, for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change

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in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

ARTICLE VIII **OFFICERS**

The day-to-day affairs of the Association shall be administered, subject to the direction and authority of the Board of Directors, by the officers of the Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The officers shall be appointed by the Board of Directors and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>OFFICE</u>	<u>NAME</u>
President	Kenneth R. Mitchell
Vice President	Glenn Kirwan
Vice President	William R. Mitchem
Vice President	Kenneth D. Wofford
Secretary and Treasurer	Hazel O'Toole

ARTICLE IX **DURATION**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State of Florida in Tallahassee, Florida. The corporation shall exist perpetually.

ARTICLE X **AMENDMENTS**

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

Section 1. Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided by law. Such notice shall contain the proposed amendment or a summary of the changes to be effected thereby.

Section 2. Adoption. Amendments shall be proposed and adopted in the manner provided by law.

Section 3. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Seminole County, Florida, together with an

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identification on the first page thereof of the book and page of said public records where the Declaration was recorded.

Section 4. Limitations. No amendment shall be made that is in conflict with the Declaration.

ARTICLE XI BYLAWS

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

ARTICLE XII INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

Section 2. 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 did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Section 1 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum

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consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Members of the Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, committee members, employees or agents may be entitled under the Association's Bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his capacities as described in Section 1, whether or not the Association would have the power to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XIII **INCONSISTENCY**

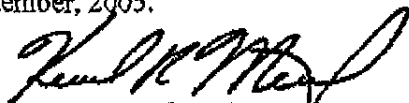
In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

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ARTICLE XIV
REQUIRED APPROVALS

Notwithstanding anything in these Articles to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of additional property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Areas, dedication to the public of any Common Areas, any amendment of the Declaration, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans secured by single family dwellings on any of the Lots on the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained. In addition, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027 and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

IN WITNESS WHEREOF, the undersigned does hereby execute these Amended and Restated Articles of Incorporation this 1st day of December, 2005.



Kenneth R. Mitchell, President

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**CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS**

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

WINDSOR LAKES HOMEOWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 6767 N. Wickham Road, Suite 500, Melbourne, Florida 32940, has named Karen Harkness, located at the above-registered office, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Acts relative to keeping open said office.

Registered Agent:


Karen Harkness

Dated: December 1, 2005