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SECRETARY OF STATE
DIVISION OF CORPORATIONS

Merger / CC
@ 12/27/07

EFFECTIVE DATE

Dec. 31, 2007

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Windsor Pointe Multi-Condominium Association, Inc. f/k/a Windsor Pointe V Condominium Association, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Lynda R. Aycock Esq.
(Contact Person)

Rogers Towers, P.A.
(Firm/Company)

1301 Riverplace Boulevard, Suite 1500
(Address)

Jacksonville, Florida 32207
(City/State and Zip Code)

For further information concerning this matter, please call:

Susan M. Bonteski, Paralegal At (904) 346-5556
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Not for Profit Corporations)

EFFECTIVE DATE
Dec. 31, 2007

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Windsor Pointe V Condominium Association, Inc.</u>	<u>Florida</u>	<u>N99000006311</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Windsor Pointe I Condominium Association, Inc.</u>	<u>Florida</u>	<u>N97000004273</u>
<u>Windsor Pointe II Condominium Association, Inc.</u>	<u>Florida</u>	<u>N99000003012</u>
<u>Windsor Pointe IV Condominium Association, Inc.</u>	<u>Florida</u>	<u>N99000006023</u>
<u>Windsor Pointe VI Condominium Association, Inc.</u>	<u>Florida</u>	<u>N99000006046</u>
<u>Windsor Pointe VII Condominium Association, Inc.</u>	<u>Florida</u>	<u>N02000008991 (See Cont.)</u>

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
07 DEC 21 AM 10:31

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR December 31, 2007 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

(Attach additional sheets if necessary)

CONTINUATION
ARTICLES OF MERGER
(Florida Not for Profit Corporations)
WINDSOR POINTE V CONDOMINIUM ASSOCIATION, INC.

Second: The name and jurisdiction of each merging corporation:

Name	Jurisdiction	Document Number
Windsor Pointe VIII Condominium Association, Inc.	Florida	N01000004823
Windsor Pointe X Condominium Association, Inc.	Florida	N01000003097
Windsor Pointe XI Condominium Association, Inc.	Florida	N02000008993
Windsor Pointe XII Condominium Association, Inc.	Florida	N02000008994

PLAN OF MERGER (Florida Not for Profit Corporations)

Name	Jurisdiction
Windsor Pointe VIII Condominium Association, Inc.	Florida
Windsor Pointe X Condominium Association, Inc.	Florida
Windsor Pointe XI Condominium Association, Inc.	Florida
Windsor Pointe XII Condominium Association, Inc.	Florida

Seventh: SIGNATURES FOR EACH CORPORATION

Name	Signature	Name of Individual and Title
Windsor Pointe X Condominium Association, Inc.	See attached original signature	Gale D. Boylan, President
Windsor Pointe XI Condominium Association, Inc.	See attached original signature	Ben Walker, President
Windsor Pointe XII Condominium Association, Inc.	See attached original signature	W. Richard Maxwell, President

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on December 14, 2007.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
6 FOR 0 AGAINST

SECTION II

(CHECK IF APPLICABLE) ☐ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(s)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on December 18, 2007. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 7 FOR 0 AGAINST

SECTION II

(CHECK IF APPLICABLE) ☐ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of the chairman/ vice chairman of the board or an officer.</u>	<u>Typed or Printed Name of Individual & Title</u>
<u>Windsor Pointe V Condominium Association, Inc.</u>	<u>See attached original signature</u>	<u>Donald Harbison, President</u>
<u>Windsor Pointe I Condominium Association, Inc.</u>	<u>See attached original signature</u>	<u>William L. Dulaney, Sr., President</u>
<u>Windsor Pointe II Condominium Association, Inc.</u>	<u>See attached original signature</u>	<u>Libby Katz, President</u>
<u>Windsor Pointe IV Condominium Association, Inc.</u>	<u>See attached original signature</u>	<u>Lois Lambert, Vice President</u>
<u>Windsor Pointe VI Condominium Association, Inc.</u>	<u>See attached original signature</u>	<u>Hyderick Batoon, President</u>
<u>Windsor Pointe VII Condominium Association, Inc.</u>	<u>See attached original signature</u>	<u>Clayton Dudjak, III, President</u>
<u>Windsor Pointe VIII Condominium Association, Inc.</u>	<u>See attached original signature</u>	<u>George W. Dickinson, President (See Cont.)</u>

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Windsor Pointe V Condominium Association, Inc.</u>	<u>Florida</u>

The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Windsor Pointe I Condominium Association, Inc.</u>	<u>Florida</u>
<u>Windsor Pointe II Condominium Association, Inc.</u>	<u>Florida</u>
<u>Windsor Pointe IV Condominium Association, Inc.</u>	<u>Florida</u>
<u>Windsor Pointe VI Condominium Association, Inc.</u>	<u>Florida</u>
<u>Windsor Pointe VII Condominium Association, Inc.</u>	<u>Florida (See attached continuation)</u>

The terms and conditions of the merger are as follows:

Effective December 31, 2007, or, if later, upon the filing with the Department of State of the State of Florida of this Plan of Merger, Condominium Associations shall be merged with and into Surviving Entity in accordance with Chapter 617, Fla.Stat., of the State of Florida, whereupon the separate corporate existence of Condominium Associations shall cease, and Surviving Entity shall be the surviving corporation. The Plan of Merger is attached hereto.

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

At the Effective Time, the Articles of Incorporation of the Surviving Entity as in effect immediately prior to the Effective Time shall be amended as set forth in the Surviving Corporation Amended and Restated Articles of Incorporation. The Plan of Merger is attached hereto.

Other provisions relating to the merger are as follows:

At the Effective time, the Bylaws of the Surviving Entity as in effect immediately prior to the Effective Time shall be amended as set forth in the Amended and Restated Surviving Entity Bylaws. The Plan of Merger is attached hereto.

Articles of Merger of

**WINDSOR POINTE I CONDOMINIUM ASSOCIATION, INC.,
WINDSOR POINTE II CONDOMINIUM ASSOCIATION, INC.,
WINDSOR POINTE IV CONDOMINIUM ASSOCIATION, INC.,
WINDSOR POINTE VI CONDOMINIUM ASSOCIATION, INC.,
WINDSOR POINTE VII CONDOMINIUM ASSOCIATION, INC.,
WINDSOR POINTE VIII CONDOMINIUM ASSOCIATION, INC.,
WINDSOR POINTE X CONDOMINIUM ASSOCIATION, INC.,
WINDSOR POINTE XI CONDOMINIUM ASSOCIATION, INC.,
WINDSOR POINTE XII CONDOMINIUM ASSOCIATION, INC.,
("Merging Corporations")**

with and into

**WINDSOR POINTE V CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation not for profit ("Surviving Entity")**

Pursuant to the provisions of Sections 617.1101, 617.1103, and 617.1105 of Chapter 617, Florida Statutes, the undersigned corporations adopt and the Surviving Entity delivers for filing the following Articles of Merger for the purpose of merging all of them into the Surviving Entity:

First: The name and jurisdiction of the Surviving Entity is **Windsor Pointe V Condominium Association, Inc., a Florida corporation not for profit**, the corporate name of which will be changed to Windsor Pointe Multi-Condominium Association, Inc.

Second: The names and jurisdiction of each merging corporation are:

**WINDSOR POINTE I CONDOMINIUM ASSOCIATION, INC., a Florida corporation
not for profit**

**WINDSOR POINTE II CONDOMINIUM ASSOCIATION, INC., a Florida
corporation not for profit**

**WINDSOR POINTE IV CONDOMINIUM ASSOCIATION, INC., a Florida
corporation not for profit**

**WINDSOR POINTE VI CONDOMINIUM ASSOCIATION, INC., a Florida
corporation not for profit**

WINDSOR POINTE VII CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

WINDSOR POINTE VIII CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

WINDSOR POINTE X CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

WINDSOR POINTE XI CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

WINDSOR POINTE XII CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

Third: The plan of merger attached hereto as Exhibit A (the "Plan of Merger") was approved by the members of each of the undersigned corporations in the manner prescribed by Chapter 617, Fla. Stat.

Fourth: The Effective Date of the merger described herein shall be December 31, 2007, or, if later, the date on which these Articles of Merger are filed with the Florida Department of State.

Fifth: The Members of the Surviving Entity adopted the Plan of Merger at a special meeting held on December 14, 2007. The number of votes cast for the merger by the members of **WINDSOR POINTE V CONDOMINIUM ASSOCIATION, INC.** was sufficient for approval and the vote for the plan was as follows: 6 FOR 0 AGAINST

The Members of each of the merging corporations adopted the Plan of Merger at a special meeting held on December 18, 2007. The number of votes cast for the merger by the members of each of the following corporations was sufficient for approval and the vote for the plan was as follows:

WINDSOR POINTE I CONDOMINIUM ASSOCIATION, INC. 7 FOR 0 AGAINST

WINDSOR POINTE II CONDOMINIUM ASSOCIATION, INC. 6 FOR 0 AGAINST

WINDSOR POINTE IV CONDOMINIUM ASSOCIATION, INC. 6 FOR 0 AGAINST

WINDSOR POINTE VI CONDOMINIUM ASSOCIATION, INC. 6 FOR 0 AGAINST

WINDSOR POINTE VII CONDOMINIUM ASSOCIATION, INC. 6 FOR 0 AGAINST

WINDSOR POINTE VIII CONDOMINIUM ASSOCIATION, INC. 7 FOR 0 AGAINST

WINDSOR POINTE X CONDOMINIUM ASSOCIATION, INC. 7 FOR 0 AGAINST

WINDSOR POINTE XI CONDOMINIUM ASSOCIATION, INC. 7 FOR 0 AGAINST
WINDSOR POINTE XII CONDOMINIUM ASSOCIATION, INC. 6 FOR 0 AGAINST

Dated: December 14, 2007.

WINDSOR POINTE V CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
Its President Donald Harbison

WINDSOR POINTE I CONDOMINIUM
ASSOCIATION, INC.

By: William L. Dulaney, Sr.
Its President William L. Dulaney, Sr

WINDSOR POINTE II CONDOMINIUM
ASSOCIATION, INC.

By: Libby Katz
Its President Libby Katz

~~WINDSOR POINTE III CONDOMINIUM
ASSOCIATION, INC.~~

~~By: _____
Its President~~

WINDSOR POINTE IV CONDOMINIUM
ASSOCIATION, INC.

By: Lois Lambert
Its President Lois Lambert
LUKE

WINDSOR POINTE VI CONDOMINIUM
ASSOCIATION, INC.

By: Hyderick Batoon
Its President Hyderick Batoon

WINDSOR POINTE VII CONDOMINIUM
ASSOCIATION, INC.

By: Clayton Dudjak, III
Its President Clayton Dudjak, III

WINDSOR POINTE VIII CONDOMINIUM
ASSOCIATION, INC.

By: George W. Dickinson
Its President George W. Dickinson

~~WINDSOR POINTE IX CONDOMINIUM
ASSOCIATION, INC.~~

~~By: _____
Its President~~

WINDSOR POINTE X CONDOMINIUM
ASSOCIATION, INC.

By: Gale D. Boylan
Its President Gale D. Boylan

**WINDSOR POINTE XI CONDOMINIUM
ASSOCIATION, INC.**

By: *Ben Walker*
Its President *Ben Walker*

**WINDSOR POINTE XII CONDOMINIUM
ASSOCIATION, INC.**

By: *W. Richard Maxwell*
Its President *W. Richard Maxwell*

EXHIBIT A

THIS PLAN OF MERGER ("Plan of Merger"), between the below named entities

1. WINDSOR POINTE I CONDOMINIUM ASSOCIATION, INC.,
2. WINDSOR POINTE II CONDOMINIUM ASSOCIATION, INC.,
3. WINDSOR POINTE IV CONDOMINIUM ASSOCIATION, INC.,
4. WINDSOR POINTE VI CONDOMINIUM ASSOCIATION, INC.,
5. WINDSOR POINTE VII CONDOMINIUM ASSOCIATION, INC.,
6. WINDSOR POINTE VIII CONDOMINIUM ASSOCIATION, INC.,
7. WINDSOR POINTE X CONDOMINIUM ASSOCIATION, INC.,
8. WINDSOR POINTE XI CONDOMINIUM ASSOCIATION, INC.,
9. WINDSOR POINTE XII CONDOMINIUM ASSOCIATION, INC.,

Florida corporations not for profit, (collectively the "Condominium Associations") and WINDSOR POINTE MULTI-CONDOMINIUM ASSOCIATION, INC., formerly known as Windsor Pointe V Condominium Association, Inc., a Florida corporation not for profit, the "Surviving Entity" has been approved, and is hereby filed and made effective as of December 31, 2007.

ARTICLE I

THE MERGER

SECTION 1.1 The Merger.

(a) Effective December 31, 2007, or, if later, upon the filing with the Department of State of the State of Florida (the "Effective Time") of this Plan of Merger, Condominium Associations shall be merged with and into Surviving Entity (the "Merger") in accordance with Chapter 617, Fla. Stat., of the State of Florida (the "Act"), whereupon the separate corporate existence of Condominium Associations shall cease, and Surviving Entity shall be the surviving corporation (the "Surviving Entity").

(b) At and after the Effective Time, the Merger shall have the effects set forth in the Act. Without limiting the foregoing and subject thereto, from and after the Effective Time, the Surviving Entity shall (i) possess and retain every interest in assets and property of every description and shall (ii) possess all the rights, privileges, powers and franchises and be subject to all of the restrictions, disabilities and duties of the Surviving Entity and the Condominium Associations, all as provided under the Act.

SECTION 1.2 Effect. At the Effective Time, the Condominium Associations shall cease to exist and Surviving Entity shall assume operation of each Condominium previously operated by the applicable Condominium Association. The merger and operations of the Surviving Entity shall be subject to the provisions of Section 718.405, Fla. Stat., and the rules and regulations of the Florida Division of Land Use, Condominiums, and Mobile Homes, including without limitation Chapter 61B-22, Financial and Accounting Requirements, Budgets, Reserves and Guarantees.

ARTICLE II

ORGANIZATIONAL DOCUMENTS OF THE SURVIVING CORPORATION

SECTION 2.1 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of the Surviving Entity as in effect immediately prior to the Effective Time shall be amended as set forth in Exhibit A-1 hereto (the "Surviving Corporation Amended and Restated Articles of Incorporation").

SECTION 2.2 Bylaws. The Bylaws of the Surviving Entity as in effect immediately prior to the Effective Time shall be amended as set forth in Exhibit A-2 hereto (the "Amended and Restated Surviving Entity Bylaws").

SECTION 2.3 Directors. From and after the Effective Time, until the earlier of their removal or resignation or until their successors are duly appointed and qualified in accordance with applicable law and the Surviving Entity Bylaws, the directors of the Surviving Entity shall be the directors of the Surviving Entity.

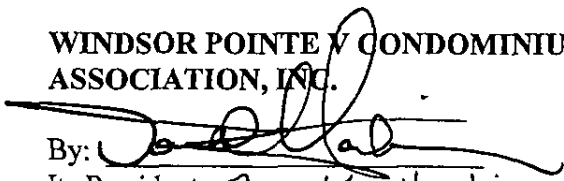
SECTION 2.4 Officers. From and after the Effective Time, until the earlier of their removal or resignation or until their successors are duly appointed and qualified in accordance with applicable law and the Surviving Entity Amended and Restated Bylaws, the officers of Surviving Entity shall be the officers of the Surviving Entity at the effective time.

ARTICLE IV

RIGHTS OF PARTIES WITH RESPECT TO THE MERGER

SECTION 4.1 Rights of Parties with Respect to the Merger. All rights and obligations as between any of Condominium Associations and Surviving Entity with respect to the Merger are set forth in the Act and Chapter 718, Fla. Stat.

WINDSOR POINTE V CONDOMINIUM
ASSOCIATION, INC.

By: 
Its President Donald Harbison

**WINDSOR POINTE I CONDOMINIUM
ASSOCIATION, INC.**

By: William L. Dulaney, Sr.
Its President William L. Dulaney, Sr.

**WINDSOR POINTE II CONDOMINIUM
ASSOCIATION, INC.**

By: Libby Katz
Its President Libby Katz

~~**WINDSOR POINTE III CONDOMINIUM
ASSOCIATION, INC.**~~

~~By: _____
Its President~~

**WINDSOR POINTE IV CONDOMINIUM
ASSOCIATION, INC.**

By: Lois Lambert
Its President VICE PRES. Lois Lambert

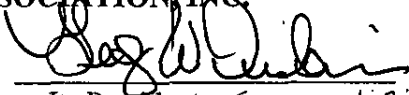
**WINDSOR POINTE VI CONDOMINIUM
ASSOCIATION, INC.**

By: (next page)
Its President

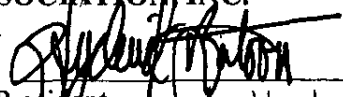
**WINDSOR POINTE VII CONDOMINIUM
ASSOCIATION, INC.**

By: Clayton Dudjak, III
Its President Clayton Dudjak, III

**WINDSOR POINTE VIII CONDOMINIUM
ASSOCIATION, INC.**

By: 
Its President George W. Dickinson

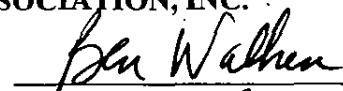
**WINDSOR POINTE ^{VI} CONDOMINIUM
ASSOCIATION, INC.**

By: 
Its President Hyderick Batoon

**WINDSOR POINTE X CONDOMINIUM
ASSOCIATION, INC.**

By: 
Its President Gale D. Boylan

**WINDSOR POINTE XI CONDOMINIUM
ASSOCIATION, INC.**

By: 
Its President Ben Walker

**WINDSOR POINTE XII CONDOMINIUM
ASSOCIATION, INC.**

By: 
Its President W. Richard Maxwell

EXHIBIT A-1

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF WINDSOR POINTE MULTI-CONDOMINIUM ASSOCIATION, INC.

ARTICLE I. NAME

The name of this corporation is WINDSOR POINTE MULTI-CONDOMINIUM ASSOCIATION, INC. The corporation is sometimes referred to herein as the "Association".

ARTICLE II. PURPOSES

This corporation is organized to operate and manage any of the following condominium developments within Windsor Pointe which designate this corporation as its Association in its Declaration, being Windsor Pointe I, a Condominium, according to Declaration in Official Records Book 8687, Page 1261, Duval County records; Windsor Pointe II, a Condominium, according to Declaration in Official Records Book 9291, Page 2336, Duval County records; Windsor Pointe III, a Condominium, according to Declaration in Official Records Book 9380, Page 1820, Duval County records; Windsor Pointe IV, a Condominium, according to Declaration in Official Records Book 9442, Page 1286, Duval County records; Windsor Pointe V, a Condominium, according to Declaration in Official Records Book 9763, Page 1364, Duval County records; Windsor Pointe VI a Condominium, according to Declaration in Official Records Book 9674, Page 2030, Duval County records; Windsor Pointe VII, a Condominium, according to Declaration in Official Records Book 10068, Page 1409, Duval County records; Windsor Pointe VIII, a Condominium, according to Declaration in Official Records Book 10030, Page 692, Duval County records; Windsor Pointe IX, a Condominium, according to Declaration in Official Records Book 9924, Page 1361, Duval County records; Windsor Pointe X, a Condominium, according to Declaration in Official Records Book 9978, Page 1487, Duval County records; Windsor Pointe XI, a Condominium, according to Declaration in Official Records Book 10187, Page 2078, Duval County records and, Windsor Pointe XII, a Condominium, according to Declaration in Official Records Book 10187, Page 2212, Duval County records, which were established in accordance with Chapter 718, Fla. Stat., upon real property situate, lying and being in Duval County, Florida. This corporation is organized to perform and carry out the acts and duties incident to the administration, operation and management of said condominium in accordance with the terms, provisions, and conditions, contained in these Articles of Incorporation, in the Declaration of Condominium ownership for the applicable condominium developments, and any amendments thereto, which have been recorded among the Public Records of Duval, Florida, and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the several Condominiums operated by the Association.

The terms used herein shall have the same meaning attributed to them in Chapter 718, Fla. Stat.

ARTICLE III.

POWERS

The association shall have all of the powers of a corporation not for profit existing under the laws of the State of Florida and all the powers now or hereafter granted to Condominium Associations by the Condominium Act, Chapter 718, Fla. Stat., as the same may be hereafter amended and all powers reasonably necessary to implement the powers of the Association, which powers shall include, but are not limited to, the power:

A. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property for each condominium operated by the Association;

B. To make, levy and collect assessments against Unit Owners of each Condominium operated by the Association to provide the funds to pay for Common Expenses of the applicable Condominium as provided for in the applicable Condominium Documents and the Condominium Act, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association;

C. To maintain, repair, replace and operate those portions of the Condominium Property in each Condominium that the Association has the duty or right to maintain, repair, replace and operate under the Condominium Documents;

D. To contract for the management and maintenance of the several Condominiums operated by the Association and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the power and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

E. To employ personnel to perform the services required for the proper operation of the Condominium.

F. To purchase insurance upon the Condominium Property in each Condominium for the protection of the Owners, the Association and its members;

G. To reconstruct improvements in each Condominium after casualty or other loss;

H. To make additional improvements on and to the Condominium Property from time to time as directed by the Owners of the applicable Condominium and at their sole cost and expense;

I. To approve or disapprove the transfer, mortgage and ownership of Condominium Parcels to the extent such power is granted to it under the Condominium Documents;

J. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas, and other recreational facilities intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association;

K. To enforce by legal action the provisions of the Condominium Documents;

L. To acquire by purchase or otherwise Condominium Parcels.

ARTICLE IV. MEMBERS

1. Members. The members of the Association shall consist of all owners of the Condominium Parcels in the several Condominiums operated by the Association, and after the termination of the Condominium shall consist of those persons who are members at the time of such termination.

2. Voting Members. The Owners in each Condominium, as a Class of Unit Owners, shall be entitled to vote to elect one (1) director to the Board of Directors as provided in the Bylaws. The Class of Unit Owners electing such board member to the Board of Directors shall constitute all of the voting interests within the meaning of Section 718.112(2)(j), Fla. Stat., that may recall or remove such Member of the Board of Directors.

3. Assignment. Neither the share of a member in the funds and assets of the Association, nor membership in this Association may be assigned, hypothecated or transferred in any manner except as an appurtenance to a Condominium Parcel.

ARTICLE V. TERM

The Association shall exist perpetually.

ARTICLE VI. BOARD OF DIRECTORS

The business of the Association shall be conducted by a Board of Directors, which, shall consist of not less than three (3) nor more than twelve (12) directors. The Board of Directors shall be elected as provided in the Bylaws of the Association.

ARTICLE VII. OFFICERS

The affairs of the Association shall be managed by a President, Vice President, Secretary and

Treasurer. The officers of the Association shall be elected annually by the Board of Directors of the Association in accordance with the provision of the Bylaws of the Association.

ARTICLE VIII.
INDEMNIFICATION

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 or officer of the Association, or any settlement thereof, 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 misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for 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.

ARTICLE IX.
AMENDMENT OF ARTICLES

These Articles may be amended by an affirmative vote of three-fourths (3/4ths) of the Voting Members of the Association.

ARTICLE X.
BYLAWS

The Association shall adopt Bylaws governing the conduct of the affairs of the Association. The Bylaws may be amended as provided in the Bylaws.

ARTICLE XI.
PRINCIPAL OFFICE, REGISTERED OFFICE AND REGISTERED AGENT

The principle office of the Association shall be located at: **5955 T.G. Lee Blvd. Suite 300, Orlando, FL 32822-4457** or at such other place or places as may be designated from time to time by the Board of Directors. The registered agent of the Association shall be **Leland Management Inc.** or such other person as may be designated from time to time by the Board of Directors.

EXHIBIT A-2

**AMENDED AND RESTATED BYLAWS
OF
WINDSOR POINTE MULTI-CONDOMINIUM ASSOCIATION, INC.**

A Corporation Not for Profit
under the Laws of the State of Florida

These are the Bylaws of Windsor Pointe Multi-Condominium Association, Inc. (hereinafter called "Association"), a corporation not for profit, incorporated under the laws of the State of Florida. The Association has been organized for the purpose of administering multiple condominiums created pursuant to Chapter 718, Fla. Stat., as amended (hereinafter called "Condominium Act").

SECTION 1. ASSOCIATION.

1.1 Office. The office of the Association shall be **5955 T.G. Lee Blvd. Suite 300, Orlando, FL 32822-4457 c/o Leland Management, Inc.** or such other place as shall be selected by a majority of the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "Not for Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise attached to the instrument or document being sealed.

SECTION 2. MEMBERS.

2.1 Qualification. The members of the Association shall consist of all Unit Owners of Condominium Parcels in each condominium which designates the Association for its management and operation.

2.2 Membership. Membership in the Association shall be established by recording in the public records of Duval County, Florida, a deed or other instrument establishing a record title to a Condominium Parcel in a condominium operated by the Association, and delivery to the Association of a copy of such instrument. The grantee in such instrument shall immediately become a member of the Association. The membership of any prior owner of the same Condominium Parcel shall be terminated upon delivery to the Association of a copy of the deed or other instrument as aforesaid.

2.3 Designation of Voting Representative. If a Condominium Parcel is owned by more than one person, the Unit Owner entitled to cast the vote appurtenant to said Parcel shall be designated by the Owners of a majority interest in the Parcel. A Voting Member must be designated by a statement filed with the Secretary of the Association, in writing, signed by the owners of a majority interest in a Condominium Parcel as the person entitled to cast the vote for all such owners.

The designation may be revoked and a substitute Voting Member designated at any time at least five (5) days prior to a meeting. If a designation of a Voting Member is not filed with the Secretary at least five (5) days prior to any meeting, no vote shall be cast at such meeting by or for said Unit Owner(s).

2.4 Restraint Upon Alienation of Assets. The share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Condominium Parcel.

SECTION 3. MEMBER'S MEETINGS.

3.1 Place. All meetings of the members of the Association shall be held at the office of the Association or such other place as may be stated in the notice of the meeting.

3.2 Quorum. The percentage of the voting interests required to constitute a quorum at a meeting of the members shall be 30% of the voting interests in the Association, except as to acts which must be approved by the Unit Owners of a particular condominium in which event the quorum shall be 50% of the Unit Owners in that condominium.

3.3 Membership List. At least ten (10) days before every election of directors, a complete list of the Voting Members of the Association, arranged numerically by unit number, shall be prepared by the Secretary. Such list shall be kept at the office of the Association and shall be open to examination by any member. Changes in the list of Voting Members may be made pursuant to Section 2.3 of these Bylaws.

3.4 Regular Meetings. Regular meetings of the members of the Association shall be held on the first business day of the month of March of each year.

3.5 Special Meetings.

3.5.1 Special meetings of the members for any purpose may be called by the President, and shall be called by the President or Secretary at the request, in writing, of either a majority of the Board of Directors or of a majority of the Voting Members. Such request shall state the purpose of the proposed meeting.

A separate budget shall be prepared for each condominium operated by the Association as well as for the Association. Each budget shall be prepared consistent with Rule 61B-22.003, F.A.C., for Multi-condominium Associations created after June 30, 2000. If an adopted budget of any condominium or the Association requires assessments against the Unit Owners in any

fiscal or calendar year which exceed one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the voting interest to the Board of Directors, shall call a special meeting of the Unit Owners within thirty (30) days upon not less than ten (10) days' written notice to each Unit Owner.

A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

3.5.2 Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

3.6 Notice. Written notice of every meeting, special or regular, of the members of the Association, stating the time, place and object thereof, shall be delivered to each Condominium Unit or mailed to each Voting Member at such member's address as shown in the books of the Association at least fourteen (14) continuous days prior to such meeting. No notice shall be required to be given to a person who becomes a Voting Member during such fourteen day period. A notice of each meeting shall be posted in the office of the Association during the entire fourteen day period.

3.7 Participation. All members shall be entitled to participate in any meeting of the Association but only Voting Members shall have the right to vote on any matter brought before such meeting.

3.8 Voting Rights.

The Owners in each Condominium, as a Class of Unit Owners, shall be entitled to vote to elect one (1) director to the Board. The Class of Unit Owners electing such board member to the Board shall constitute all of the voting interests within the meaning of Section 718.112(2)(j), Fla. Stat., that may recall or remove such Board Member.

The annual vote required to waive reserves for capital expenditures and deferred maintenance for each Condominium as required by Section 718.112(2)(f)(2), Fla. Stat. shall be effective for one annual budget.

No waiver or reduction is effective as to a particular Condominium unless conducted at a meeting at which the same percentage of voting interests in that condominium would otherwise be required for a quorum of the association (30%) is present in person or by proxy and a majority of those present in person or by limited proxy vote to waive or reduce reserves.

As to any and all matters in each Condominium Declaration which require the approval of the Owners in that Condominium, such approval will be limited to approval by the Owners or voting interests in the applicable Condominium and not approval by all of the Members of the Association.

3.9 Proxies. At any meeting of the members of the Association, the Voting Member shall be entitled to vote in person or by proxy.

3.10 Vote Required to Transact Business. When a quorum is present at any meeting, the majority of Voting Members present and voting shall decide any question brought before the meeting. If the question is one that requires more than a majority vote by express provision of the Condominium Act or the Declaration of Condominium Ownership, Articles of Incorporation or these Bylaws (hereinafter "Condominium Documents"), the express provision shall govern and control the number of votes required.

Voting Members of the Association present in person or represented by proxy, shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute or the Condominium Documents. If a quorum is not present at any meeting, the Voting Members may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. Any business may be transacted at any adjourned meeting which could have been transacted at the meeting called.

SECTION 4. DIRECTORS.

4.1 Number. The affairs of the Association shall be managed by a Board of Directors, consisting of not less than three (3) nor more than twelve (12) directors. The actual number of directors shall be equal to the number of condominiums operated by the Association.

4.2 Term. Each director shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify.

4.3 Vacancy and Replacement. Each director shall serve until he or she is replaced by majority vote of the Class of Unit Owners entitled to vote to elect such director, or until such director resigns from the Board of the Association in writing. Upon such resignation, the Association shall notify the persons comprising the Class of Unit Owners entitled to elect the director for such Condominium and such Owners will be entitled to propose a replacement representative who shall be elected by the remaining directors of the Association to serve the remaining term of the director who resigned or was replaced. The proposed replacement director shall be elected to the Board no later than the next meeting of the Board of Directors, provided the failure of the Association to promptly replace a resigned or removed director shall not affect otherwise lawful actions of the Association.

4.4 Election of Directors. Election of directors for the Board of Directors shall be conducted in the following manner:

4.4.1 Method. The Board of Directors shall be elected by closed ballot or voting machine.

4.4.2 Proxies. Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Association in accordance with applicable regulations. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves, for

votes taken to waive financial statement requirements, for votes taken to amend the Declaration; for votes taken to amend the articles of incorporation or bylaws; and for any other requiring or permitting a vote of the Unit Owners.

(a) No proxy shall be used in the election of board members either in general elections or elections to fill vacancies caused by resignation, or otherwise.

(b) Provided however, if a majority or more of the existing board is recalled at the meeting, an election, which is subject to the provisions of section 718.301, Fla. Stat., and rules 61B-23.003 and 61B-23.0026, Florida Administrative Code, shall be conducted at the recall meeting to fill vacancies on the board occurring as a result of recall. The voting interests may vote in person or by limited proxy to elect replacement board members in an amount equal to the number of recalled board members.

(c) General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given.

(d) Unit Owners may vote in person at meetings.

(e) Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given.

(f) Every proxy is revocable at any time at the pleasure of the unit owner executing it.

4.4.3 Notice.

(a) Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each unit owner entitled to a vote, a first notice of the date of the election.

(b) Any unit owner or other eligible person desiring to be a candidate for the board of administration for a condominium must give written notice to the Association not less than 40 days before a scheduled election.

(c) Together with the written notice and agenda as set forth in section 3.5 hereof, the Association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ inches

by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

4.4.4 Handling of Ballots. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter and the Unit or Unit Numbers being voted, and shall contain a signature space for the voter. Once the ballot is completed the voter shall place completed ballot in the smaller inner envelope and seal the envelope. The inner envelope shall be placed within the outer larger envelope, and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person is entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for such signature. The envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed.

The written ballot shall indicate as to each condominium, in alphabetical order by surname, each and every Unit Owner or other eligible person who desires to be a candidate for the Board of Directors and who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such person has prior to the mailing of the ballot, withdrawn his candidacy in writing. No ballot shall indicate which candidates are incumbents on the Board. No write-in candidate shall be permitted. No ballot shall provide a space for the signature of or any other means of identifying a voter. All ballot forms utilized by the Association, both those mailed to voters or cast in a meeting, shall be uniform in color and appearance.

Any envelopes containing ballots shall be collected by the Association and shall be transported to the location of the duly called meeting of the Unit Owners. The Association shall have made available at the meeting additional blank ballots for distribution to eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope in the manner provided above. Each envelope and ballot shall be handled in the following manner, either by the Board or by a person or persons appointed by the Board. At the meeting, as a first order of business, ballots not yet cast shall be collected. Next the signature and Unit identification for the Condominium on the outer envelope shall be checked against a list of qualified voters, unless previously validated as provided below. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" or with words of similar import and any ballots contained therein shall not be counted. The voter shall be checked off the list as having voted. Then, in the presence of any Unit Owners in attendance, and regardless of whether a quorum is present, all inner envelopes shall first be removed from the outer envelopes and shall be placed into a receptacle. Upon the commencement of the opening of the outer envelopes the polls shall be closed and no more ballots shall be accepted. The inner envelope shall then be opened and the ballots shall be removed and counted in the presence of the Unit Owners. Any envelope containing more than

one ballot shall be marked "disregarded" or with words of similar import and any ballots contained therein shall not be counted. All envelopes or ballots whether disregarded or not shall be retained with the official records of the Association.

If the Association should desire to verify the outer envelope information in advance of the meeting they may do so at a meeting noticed in the manner required for the noticing of Board Meetings, which shall be open to all Unit Owners and which shall be held on the date of the election. An impartial committee designated by the Board may verify the signature and Unit identification on the outer envelope and check the same against the list of qualified voters. These voters shall be checked of the list as having voted. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" or with words of similar import and any ballots contained therein shall not be counted.

4.4.5 Candidacy. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the secretary of the Association not less than forty (40) days before a scheduled election. Written notice shall be effective when received by the Association. Written notice shall be accomplished in accordance with one or more of the following methods: (a) by certified mail, return receipt requested, directed to the Association; or (b) by personal delivery to the Association; or (c) by regular U.S. Mail, facsimile, telegram or other method of delivery to the Association.

(1) Upon receipt by the Association of any timely submitted written notice by personal delivery that a Unit Owner or other eligible person desires to be a candidate for the Board of Directors, the Association shall issue a written receipt acknowledging delivery of the written notice.

(2) Upon the request of a candidate, the Association shall include an information sheet, no larger than 8 1/2" x 11" furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be born by the Association. Any candidate desiring the Association to mail or personally deliver copies of an information sheet to the eligible voters must furnish the information sheet to the Association not less than thirty-five (35) days before the election. The Association shall not edit, alter or otherwise modify the content of the information sheet provided by a candidate. However, if consented to in writing by the candidates involved, two or more candidate information sheets for the same condominium may be consolidated into a single page. The original copy provided by the candidate shall become a part of the official records of the Association.

4.4.6 Quorum. There is no quorum requirement or minimum number of votes necessary for election of the members of the Board of Directors, however, at least 20 percent of the eligible voters in each condominium must cast a ballot in order to have a valid election of a member of the board of administration by that class of members.

4.4.7 Notwithstanding the provisions of this section to the contrary, an election and balloting are not required unless two or more candidates file notices of intent to run or are nominated on behalf of a class of Unit Owners.

4.4.8 No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. Any Unit Owner violating this provision may be fined by the Association. A unit owner who needs assistance in casting the ballot for the reasons stated in section 101.051, Fla. Stat. may obtain assistance in casting the ballot.

4.4.9 Date of the Election. The regular election shall occur on the date of the annual meeting of the Association.

4.4.10 Interim Vacancies. Each Director shall serve until he or she is replaced by majority vote of the Class of Unit Owners entitled to vote to elect such Director, or until such Director resigns from the Board of the Association in writing. Upon such resignation, the Association shall notify the persons comprising the Class of Unit Owners entitled to elect the Director for such Condominium and such Owners will be entitled to propose a replacement representative who shall be elected by the remaining Directors of the Association to serve the remaining term of the Director who resigned or was replaced. The proposed replacement Director shall be elected to the Board no later than the next meeting of the Board of Directors, provided the failure of the Association to promptly replace a resigned or removed Director shall not affect otherwise lawful actions of the Association.

A regular or general election shall be an election to fill a vacancy caused by expiration of a term in office. A regular or general election shall occur at the time and place at which the annual meeting is scheduled to occur, regardless of whether a quorum is present.

4.4.11 Nominating Committees. The Board of Directors shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the Board. The Board may create or appoint a search committee which shall not have the authority to nominate any candidate, but may encourage qualified persons to become candidates for the Board.

4.4.12 Tie Votes. If two or more candidates for the same position receive the same number of votes, which would result in one or more candidates not serving or serving a lesser period of time, the Association shall conduct a run-off election in accordance with the procedures set forth herein. Within seven (7) days of the date of the election at which the tie vote occurred, the vote shall mail or personally deliver to the voters a notice of a run-off election. The only candidates eligible for the run-off election to the Board position are the run-off candidates who received the tie vote at the previous election. The notice shall inform the voters of the date scheduled for the run-off election to occur, shall include a ballot conforming to the requirements of this rule, and shall include copies of any candidate information sheets previously submitted by those

candidates to the Association. The run-off election must be held not less than twenty-one (21) days nor more than thirty (30) days after the date of election at which the tie vote occurred.

4.4.13 Any voter who requires assistance to vote by reason of blindness, disability or inability to read or write, may request the assistance of a member of the Board of Directors or other Unit Owner to assist in casting his vote. If the election is by voting machine, any such voter, before retiring to the voting booth may have a member of the Board of Directors or other Unit Owner or representative without suggestion or interference, identify the specific vacancy or vacancies and the candidates for each. If a voter requests the aide of any such individual, the two shall retire to the voting booth for the purpose of casting the vote according to the voter's choice. All voting machines shall meet the requirements set forth in Rule 61B-23.0021(12) Florida Administrative Code.

4.5 Removal. The Class of Unit Owners electing a board member to the Board shall constitute all of the voting interests within the meaning of Section 718.112(2)(j), Fla. Stat., that may recall or remove such Board Member. Directors may be removed with or without cause by an affirmative vote or a majority of the Voting Members for the applicable class of Unit Owners. A special meeting of the Voting Members may be called for this purpose by 10% of such members upon giving notice of such meeting to all Voting Members as provided in Section 3.5 hereof, such notice to state the purpose of the special meeting. No director shall continue to serve on the Board, if, during his term of office, his membership in the Association is terminated for any reason. Recall of Board Members elected by the applicable call of Unit Owners may also be accomplished by agreement in writing signed by a majority of the applicable call of Voting Members.

4.6 Powers and Duties of Board of Directors. All of the powers and duties of the Association under the Condominium Act and the Condominium Documents shall be exercised by the Board of Directors, or its delegate, meeting at which they were elected or as soon thereafter as may be practicable. The Annual meeting of the Board shall be held at the same place as the Voting Members meeting.

4.6.1 Assessments. To make and collect assessments against members to pay the Common Expenses and the expenses incurred by the Association and the power to make and assess members for capital improvements and replacements.

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

4.6.3 Maintain. To maintain, repair, replace and operate the Condominium Property in the manner provided by the Declaration of Condominium Ownership.

4.6.4 Purchase. To purchase the necessary equipment and tools required for the maintenance, care and preservation referred to above.

4.6.5 Insure. To insure and keep insured the Condominium Property in the manner set forth in the Declaration of Condominium Ownership and to purchase such other insurance as the Board may deem advisable, including officers and directors liability insurance.

4.6.6 Enforce. To enjoin or seek damages from any Unit Owner for violation of these Bylaws and the terms and conditions of the Declaration of Condominium Ownership.

4.6.7 Employ. To employ and contract with a maintenance service contractor or manager, or either of them, for the maintenance, service and management of the Common Elements and to authorize such contractor and manager or either of them to use or exercise any of the powers it possesses; provided, however, the Association shall retain at all times the powers and duties granted to it by the Condominium Act.

4.6.8 Regulate. To make reasonable rules and regulations concerning the use and occupancy of the Condominium Parcels consistent with the Condominium Documents.

4.7 Annual Statement. The Board will present a full and clear statement of the business and condition of the corporation at the annual meeting of the members.

4.8 Compensation. The directors shall not be entitled to any compensation for service as directors.

SECTION 5. DIRECTORS MEETINGS.

5.1 Organizational Meetings. The first meeting of each new Board elected by the members shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as may be practicable, which meeting shall be properly noticed to all members of the Association in advance in accordance with the provisions of these Bylaws and the Act. The Annual Meeting of the Board shall be held at the same place as the voting members' meeting.

5.2 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of all regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least 48 hours in advance to the time named for such meeting. Adequate notice of all regular meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting for the attention of the Unit Owners except in an emergency.

5.3 Special Meetings. Special meetings of the Board may be called by the President on 48 hours notice to each director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of two (2) directors.

5.4 Waiver of Notice. No notice of a Board meeting shall be required if the directors meet by unanimous written consent. The directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board shall be required.

5.5 Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.6 Quorum. A quorum at a directors' meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present, shall constitute the act of a Board, except when approval by a greater number of directors is required by the Condominium Documents.

5.7 Joinder in Meeting by Approval of Minutes. The joinder of a director in any action taken at a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director except for the purpose of determining a quorum, or as a vote for or against the action taken.

5.8 Presiding Officer. The presiding officer of a directors' meeting shall be the President of the Association. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

SECTION 6. OFFICERS.

6.1 Officers. The executive officers of the Association shall be a President, Vice President, Treasurer, and Secretary, each of whom shall be elected at the annual meeting of the Board of Directors. Any two of said officers may be held by one person except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The Board may elect more than one Vice President. The Board may appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

6.2 Qualification. No person shall be entitled to hold office except a Voting Member or an officer of a corporate Voting Member. No officer except the President need be a member of the Board.

6.3 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of three-fourths (3/4) of the Voting Members of the Association.

6.4 The President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and directors; shall be an ex-officio

member of all standing committees; shall have general management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

6.5 The Secretary.

6.5.1 The Secretary shall keep the minutes of the members' meetings and of the Board of Directors' meetings in one or more books provided for that purpose.

6.5.2 He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

6.5.3 He shall be custodian of the corporate records and of the seal of the corporation.

6.5.4 He shall keep a register of the name and post office address of each member and each Voting Member.

6.5.5 In general, he shall perform all duties incident to the office of the Secretary and such other duties as may be assigned to him by the President or by the Board of Directors.

6.6 The Vice President. The Vice President shall have all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

6.7 The Treasurer.

6.7.1 The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name of and to the credit of the corporation in such depositories as may be designated by the Board of Directors or these Bylaws.

6.7.2 He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors at the regular meetings of the Board an account of all his transactions as Treasurer, and of the financial condition of the corporation.

6.8 Vacancies. If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors by a majority vote may choose a successor or successors who shall hold office for the unexpired term.

6.9 Resignations. Any director or other officer may resign his office at any time. Such resignation shall be in writing, and shall take effect at the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from the date so fixed. The acceptance of a resignation shall not be required to make it effective.

SECTION 7. APPROVAL BY VOTING MEMBERS.

7.1 The Association shall act through its Board of Directors and only the following matters shall require an affirmative vote of the Voting Members of the Association:

<u>Matter to be approved</u>	<u>Approval Required</u>
1. In the absence of casualty reconstruction, alteration, additions to the Common Elements, exclusive of the Limited Common Elements.	3/4 of the Voting Members owning Units in the applicable Condominium.
2. Alteration, improvements or additions to the Limited Common Elements.	A majority of the Voting Members representing Units entitled to use such Limited Common Elements with the concurrence of a majority of the Board.
3. Termination of the Condominium when 90% of the value of the Condominium Property is destroyed.	1/4 of the Voting Members in the Condominium to be terminated.
4. Approval of changes in building plans for reconstruction after casualty.	3/4 of the Voting Members owning Units in the affected Condominium; and all of the Voting Members in the affected units.
5. Amendment of Bylaws and Articles of Incorporation.	3/4 of the Voting Members.
6. Amendment of the Declaration	2/3 of the Voting Members owning Units in the Condominium the Declaration of which is to be amended.
7. Termination of Condominium	4/5 of the Voting Members owning Units in the Condominium which is to be terminated except as provided in item (3) of this Section 7.1.
8. Election of Directors and Officers.	Plurality of Voting Members.
9. Removal of Directors and Officers.	A majority of the Voting Members.

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| 10. | Making Agreements of Use of Off-Site Recreational Facilities. | A majority of the Voting Members. |
| 11. | Approval of the Purchase of a Condominium Parcel by the Association. | 3/4 of the Voting Members. |

SECTION 8. CONDUCT OF MEETING.

All meetings of the members and of the Board shall be governed by Robert's Rules of Order.

SECTION 9. FISCAL MANAGEMENT.

The provisions for fiscal management of all condominiums managed and operated by the Association, as set forth in the Declaration of Condominium Ownership, are supplemented by the following provisions:

9.1 Accounts. The funds and expenditures of the Association shall be credited and charged to the appropriate account as set forth below.

9.1.1 Current Expenses. All funds to be expended during the year for the maintenance of the Common Elements and for the operation and working capital of the Association shall be held in the Current Expense Account. Any balance in this fund at the end of each year may be used to pay Common Expenses incurred in any successive year or may be placed in the Reserve Fund Account. Each Unit Owner except Developer shall upon becoming a member of the Association shall contribute to the Current Expense Account a sum equal to 1/12 of the annual assessment with respect to his Unit. Initial capital contributions made by a Unit Owner in connection with the purchase of their condominium unit shall not be used for Common Expenses accruing prior to the time the Developer is responsible for the payment of assessments on Condominium Units owned by it (i.e., prior to the "Guarantee Expiration Date" as defined in the Declaration).

9.1.2 Reserve Fund Account. All funds to be expended for replacement, acquisition, and repair of capital improvements which are a part of the Common Elements or Limited Common Elements shall be held in the Reserve Fund Account.

9.2 Budget. A separate budget shall be prepared for each condominium operated by the Association as well as for the Association. Each budget shall be prepared consistent with Rule 61B-22.003, F.A.C., for Multi-condominium Associations created after June 30, 2000. The Board of Directors shall adopt a detailed budget for each calendar year which budget will include the estimated funds required to pay the Common Expenses and provide and maintain funds for the foregoing accounts according to good accounting practices and as may be required by the Condominium Act. If an adopted budget requires assessment against the Unit Owners in any condominium in any year of an amount exceeding 115% of the assessments for the preceding year, and if 10% of the Unit Owners file objections to the budget within thirty (30) days after the date of adoption thereof, the Board of Directors shall call a special meeting of the Unit Owners and a

majority vote of the Unit Owners shall be required to ratify the budget. If not ratified, the budget shall be revised so as to provide for assessment of not more than 115% of the prior year's assessments.

9.2.1 Notwithstanding the foregoing, the portion of the budget representing assessments for Windsor Parke Property Owners Association, Inc. ("Community Association") shall not be included in the budget for purposes of calculation of the percentage increase of the budget.

9.2.2 In determining whether the assessment exceeds 115% of similar assessments in a prior year reasonable reserves for repairs or replacements, expenses which cannot be reasonably anticipated to be incurred on a regular or annual basis, and assessments for betterments shall not be considered in the computation.

9.2.3 In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates of or extension of the useful life of a reserve item caused by deferred maintenance. This subsection does not apply to budgets in which the members of an Association have, by a majority vote at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than required by this subsection.

9.2.4 The annual vote required to waive reserves for capital expenditures and deferred maintenance for each Condominium as required by Section 718.112(2)(9f)(2), Fla. Stat. shall be effective for one annual budget. No waiver or reduction is effective as to a particular Condominium unless conducted at a meeting at which the same percentage of voting interests in that condominium would otherwise be required for a quorum of the association (30%) is present in person or by proxy and a majority of those present in person or by limited proxy vote to waive or reduce reserves. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

9.2.5 Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a vote of the majority of the voting interests, voting in person or by limited proxy at a duly called meeting of the Association. The Unit Owners in each Condominium may elect to maintain a "pooled account" for reserves consistent with the 61B-22.003, FAC.

9.3 Assessments. Assessments against individual Unit Owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be payable in twelve (12) equal monthly installments on the first day of each month of the year for which the assessments are made. The Board of Directors shall annually adopt a budget for use during that year. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. The budget and assessments therefor may be amended at any time by the Board of Directors.

9.4 Depository. The funds of the Association will be deposited in such banks or savings and loan associations as shall be designated from time to time by the Board of Directors. Withdrawals of funds from such accounts shall be only by checks signed by such persons as authorized by the Board.

9.5 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph the terms "persons who control or disburse funds of the Association" includes but is not limited those individuals authorized to sign checks and the president, secretary and treasurer of the Association. The Association shall bear the cost of bonding.

SECTION 10. RULES AND REGULATIONS.

10.1 As to Common Elements. The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing the operation, use, maintenance, management and control of the Common Elements of all of the condominiums operated by the Association. The Secretary shall from time to time post in a conspicuous place on the Condominium Property for each condominium, a copy of such rules and regulations. Any rules and regulations adopted pursuant hereto shall be reasonable and non-discriminatory.

10.2 As to Condominium Units. The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Units, provided, however, that copies of such rules and regulations are furnished to each Unit Owner prior to the time the same shall become effective. Where applicable or desirable, a copy thereof shall be posted in a conspicuous place on the Condominium Property, and shall be delivered to each Unit. Any rules and regulations adopted pursuant hereto shall be reasonable and non-discriminatory.

10.3 A copy of the initial rules and regulations for the Condominium Property is attached hereto as Annex I.

10.4 Fines. Upon reasonable notice and an opportunity for hearing the Association may levy a fine against the Unit Owner of a Unit or its occupant, licensee, or invitee, for failure to abide by any provision of the Declaration, the Association Bylaws, or Rules of the Association. This section does not apply to unoccupied Units.

10.4.1 No fine shall become a lien against a Unit.

10.4.2 No fine shall exceed \$100.00 per violation (until a greater fine is authorized by the Act). However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing (as set forth below), provided that no such fine may exceed an aggregate amount of \$1,000.00 (until a greater fine is authorized by the Act).

10.4.3 Prior to the levying of such a fine, the Unit Owner and, if applicable, any licensee or invitee must be given reasonable notice of at least fourteen (14) days and an opportunity for hearing. The notice shall include:

(a) A statement of the date, time and place of the hearing;

(b) A statement of the provisions of the Declaration, Association Bylaws, or Association Rules which have allegedly been violated; and

(c) A short and plain statement of the matters asserted by the Association.

10.4.4 A party against whom the Association seeks to levy a fine is entitled to a hearing held before a committee of other Unit Owners. Said party shall have the opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the committee of other Unit Owners does not agree with the fine, it shall not be levied.

SECTION 11. DEFAULT.

11.1 Foreclosure. In the event a Unit Owner does not pay any assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting in its own behalf or through the Manager acting on behalf of the Association may foreclose the lien encumbering said Unit Owner's Parcel created by non-payment of the required monies in the same manner as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a receiver if it so requires. The Association shall have the right to bid on the Condominium Parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same and in so doing shall not be subject to the restriction in Section 7.1(11) of these Bylaws unless the price bid exceeds the amount of the judgment held by the Association. In lieu of foreclosing its lien, or in addition thereto, the Association may bring suit to recover a money judgment for assessments required to be paid to the Association against a Unit Owner, and the Association shall be entitled to recover the costs thereof, together with a reasonable attorney's fee.

11.2 Association Expenses. If the Association becomes the owner of a Condominium Parcel by reason of foreclosure, it may offer said Parcel for sale and, when the sale is consummated, it shall deduct from such proceeds all sums of money due it from monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Condominium Parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit in question. All monies remaining after deducting the foregoing items of expenses shall be added to Common Surplus.

11.3 Enforcement. In the event of violation of the provisions of the Condominium Documents as the same are now or may hereafter be constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation, to enforce the provisions of the Condominium Documents, to sue for damages, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate.

11.4 Consent to the Foregoing Provisions. Each Unit Owner for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and injunctive relief, regardless of the harshness of the remedy available to the Association, and regardless of the availability of other equally adequate legal procedures. It is the intent of all Unit Owners to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from Unit Owners and to preserve each Unit Owner's right to enjoy his Condominium Parcel free from unreasonable restraint and nuisance.

SECTION 12. MORTGAGE OF UNIT.

12.1 The Association shall maintain a suitable register for the recording of the name and address of mortgagees of Condominium Parcels. Any mortgagee of a Condominium Parcel, may, but is not obligated to, notify the Association in writing, of its mortgage, in which case its name and address will be entered in the register. If notice of default is thereafter given any

member, under any applicable provision of the Condominium Documents, a copy of such notice shall be mailed to the mortgagee named in the register.

SECTION 13. AMENDMENT OF BYLAWS.

13.1 Bylaws. The Bylaws of the corporation may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by a three-fourths (3/4) vote of the Voting Members of the Association. No modification or amendment to the Bylaws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium Ownership.

ANNEX I
RULES AND REGULATIONS OF THE CONDOMINIUM

1. The Units shall be used only for residential purposes.
2. The Unit Owners shall not use nor permit the use of their premises in any manner which will disturb or be a nuisance to other owners or in such a way as to be injurious to the reputation of the property nor for any unlawful purposes.
3. Common Elements shall not be obstructed, littered, defaced or misused in any manner.
4. No structural changes or alterations shall be made in any Units or to any Common Elements except as provided in the Declaration of Condominium.
5. All of the restrictions, limitations and obligations of members as provided in the Declaration of Condominium are incorporated herein by reference.
6. Except as expressly permitted by the Florida Condominium Act, nothing shall be hung or displaced on the outside of windows or placed on the outside of walls on a building and no sign, awning, canopy, shutter, radio or TV antenna affixed to or placed upon the exterior walls or roof or any part thereof except with the approval of the Board of Directors.
7. There shall be no storage or parking of baby carriages or play pens, bicycles, wagons, toys, vehicles, boats, boat trailers or house trailers, benches or chairs on any part of the Common Elements except that such personal property may be stored in a common storage area designated for that purpose and recreational areas may be used for their intended purpose.
8. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designed for profit, altruism, exploration or otherwise shall be conducted, maintained or permitted on any part of the property or in any Condominium Parcel therein. Nor shall any "sold" or "for sale" or "for rent" signs or window displays advertising be maintained or permitted on any part of the property in or on any Condominium Parcel except as provided in the Declaration of Condominium.
9. No Unit Owner shall park vehicles other than passenger automobiles or station wagons in any parking area. No signs or markings of a commercial nature shall appear on any vehicles unless approved by the Association. Both may be given special permission if granted in writing by the Board of Directors.
10. Complaints regarding maintenance shall be made in writing to the Board of Directors.
11. Unit Owners, residents, their families, guests, servants, employees, agents and visitors shall not at any time for any reason whatsoever enter upon or attempt to enter upon the roof, equipment rooms or power rooms of any building.

12. Flammable, combustible or explosive fluid material, chemical or substance shall not be kept in any Unit except for normal household use.
13. No Unit Owner shall make any adjustment whatsoever to any of the equipment located on the Common Elements or Limited Common Elements without first obtaining the permission of the Association.
14. Exotic pets or any "tamed" wild animals shall not be permitted on any portion of the Condominium Property permanently or temporarily.
15. Dogs shall be walked on a leash at all times.
16. Patios and balconies shall be kept free of brooms, mops and other unsightly articles which may be seen from the beach or road.
17. Any Unit Owner furnishing his Unit with draperies, blinds, shutters, or other interior window screens in colors other than white or cream shall line or back such drapes, blinds, shutters, or other interior window screens with white or cream lining or backing.
18. Parking spaces will not be assigned to Unit Owners and may be used by Unit Owners and their guests on a first-come, first-serve basis.