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ATTACHED ARE RESUBMITTED ARTICLES OF INCORPORATION FOR WINDSONG COMMUNITY ASSOCIATION, INC., THE ORIGINAL OF WHICH WAS FORWARDED TO YOUR OFFICE FOR FILING ON NOVEMBER 17, 1999. THE ARTICLES HAVE BEEN CORRECTED TO INCLUDE THE PRINCIPAL BUSINESS ADDRESS OF THE CORPORATION. PLEASE COMPLETE FILING OF THE ARTICLE AND RETURN EVIDENCE OF THE CERTIFIED FILING TO ME AT YOUR EARLIEST CONVENIENCE. THANKS! Gail Andre

FLORIDA NON-PROFIT CORPORATION

WINDSONG COMMUNITY ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
OF
WINDSONG COMMUNITY ASSOCIATION, INC.**

In compliance with the provisions of Chapter 617, Florida Statutes, the undersigned, for the purpose of forming a corporation not-for-profit does hereby make, subscribe, acknowledge and file in the Office of the Secretary of State of the State of Florida as the Articles of Incorporation of Windsong Community Association, Inc., a Florida corporation not-for-profit, the following, to wit:

**ARTICLE I
DEFINITIONS**

For purposes of these Articles of Incorporation, the following terms shall have the following definitions and meanings, to wit:

1.1 "Articles" shall mean and be defined as these Articles of Incorporation of Windsong Community Association, Inc., together with all future amendments thereto and modifications thereof.

1.2 "Assessment" shall mean and be defined as any assessment of an Owner and a Lot by the Association for Common Expenses and other items pursuant to and for the purposes specified in Article X of the Declaration.

1.3 "Association" shall mean and be defined as this corporation, Windsong Community Association, Inc., a corporation not-for-profit organized and existing under the laws of the State of Florida.

1.4 "By-Laws" shall mean and be defined as the By-Laws of the Association together with all future amendments thereto and modifications thereof.

1.5 "City" shall mean and be defined as the City of Winter Park, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

1.6 "Common Expenses" shall mean and be defined as those costs and expenses of the Association more particularly identified and described in Section 10.2 of the Declaration.

1.7 "Common Property" shall mean and be defined as all real property and interests in real property, including easements, and all personal property and fixtures from time to time owned by the Association for the common use, enjoyment and benefit of all Owners and/or for the conduct of the business and affairs of the Association in furtherance of the objects and purposes of the Association in accordance with these Articles and the By-Laws, including, without limitation, the Surface Water Management System and its related facilities and

appurtenances, all common walls, entry features, signs, landscaping, landscape irrigation systems, lighting systems, open spaces, parks, recreational equipment and facilities and such other portions of the Subject Property as are conveyed to the Association by Developer pursuant to and as more particularly provided in Section 9.1 of this Declaration.

1.8 "Declaration" shall mean and be defined as the Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Windsong executed by DLJ-EWP Limited Partnership, a Delaware limited partnership, as Developer, and recorded among the Public Records of Orange County, Florida, together with all amendments thereto and modifications and/or restatements thereof as are from time to time recorded among the Public Records of Orange County, Florida.

1.9 "Developer" shall mean and be defined as DLJ-EWP Limited Partnership, a Delaware limited partnership, and its successors and assigns by merger, consolidation or by purchase of all or substantially all of its assets.

1.10 "Lot" shall mean and be defined as a separate single family residential homesite or building lot within the Subject Property as the same is subdivided and described pursuant to and in accordance with the Plats and shall include all improvements located thereon.

1.11 "Owner" shall mean and be defined as one or more persons or entities who or which, alone or collectively, is or are the record owner(s) of fee simple title to any Lot, parcel, piece or tract of land within the Subject Property, including the Association, the CDD and Developer and its successors and assigns, but excluding those having an interest in any such Lot, parcel, piece or tract of land merely as security for the payment of a debt or the performance of an obligation.

1.12 "Plats" shall mean and be defined as the plat or plats pursuant to which Windsong is subdivided and developed from time to time, initially including the Plat of WINDSONG-LAKESIDE SECTION ONE, together with such other plats pursuant to which Windsong is hereafter subdivided and developed; provided, however, that the property so platted shall be encumbered by and made subject to the Declaration by the recordation among the Public Records of Orange County, Florida of a Supplemental Declaration as provided in Section 4.2 of the Declaration.

1.13 "Subject Property" shall mean and be defined as the real property described in Section 4.1 of the Declaration together with such additional real property in Windsong, if any, which is from time to time hereafter encumbered by and made subject to the Declaration by the recordation among the Public Records of Orange County, Florida of a Supplemental Declaration as provided in Section 4.2 of the Declaration.

1.14 "Surface Water Management System" shall mean and be defined as the surface water management and drainage system for Windsong which is designed, constructed, implemented and operated to manage and control surface stormwater drainage on and discharges from the Subject Property necessitated by rainfall events which incorporates methods and facilities to convey, collect, store, retain, detain, absorb, inhibit, treat, use and/or reuse storm

water in order to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quality, quantity and rate of surface stormwater discharges from the Subject Property, all as reflected on the plans therefor on file with and approved by the City and the WMD, and shall include (i) all land, easements, improvements, facilities, features and appurtenances which together constitute and comprise such master surface stormwater management and drainage system for Windsong which are conveyed by Developer to the Association as Common Property pursuant to the provisions of Section 9.1 of the Declaration or otherwise dedicated to the Association as Common Property pursuant to or by virtue of the Plats, (ii) all improvements, facilities, features and appurtenances which together constitute and comprise those portions of the surface water management and drainage system for Windsong which are located on Public Property (as defined in the Declaration), including those located in public street rights-of-way, dedicated pursuant to or by virtue of the Plats and (iii) those improvements, facilities, features and appurtenances which together constitute and comprise those portions of the surface water management and drainage system for Windsong located on Residential Property (as defined in the Declaration).

1.15 "Windsong" shall mean and be defined as the single family residential community planned for and to be developed on the real property legally and more particularly described on Exhibit A attached to these Articles and on Exhibit A to the Declaration in accordance with and pursuant to the CDP/PSP (as defined in the Declaration) and any amendments thereto or modifications thereof approved by the City.

1.16 "WMD" shall mean and be defined as the St. Johns River Water Management District, a political subdivision of the State of Florida and its successors and assigns.

1.17 Other Definitions. The definitions of other terms contained in the Declaration are hereby specifically incorporated into these Articles by this reference thereto and such defined terms shall, for purposes of these Articles, have the same meanings as are ascribed to them in the Declaration as if such definitions were fully set forth in these Articles verbatim.

ARTICLE II NAME OF ASSOCIATION

The name of the Association shall be WINDSONG COMMUNITY ASSOCIATION.
INC.

ARTICLE III OBJECTS AND PURPOSES

The Association has been created and established for the objects and purposes of and shall have exclusive jurisdiction over and the sole responsibility for the ownership, administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Property, including the Surface Water Management System; the collection of all Assessments; the payment of all Common Expenses; and the promotion and advancement of the health, safety and general welfare of the members of the Association.

ARTICLE IV DUTIES AND POWERS

4.1 Duties and Powers, Generally. Except as may be limited by these Articles, the Association shall have all duties, powers, rights and privileges as are, respectively, imposed and conferred upon, corporations not-for-profit pursuant to the provisions of Chapter 617 Florida Statutes including, without limitation, those duties and powers imposed and conferred upon homeowners' associations, as defined and provided in Sections 617.301 through 617.312, inclusive, Florida Statutes (1997), or any successor thereto or replacement thereof, and shall also have such duties and powers as are, respectively, imposed and conferred upon it pursuant to the Declaration, including, without limitation, such duties and powers as may be reasonably implied from, necessary for and incidental to the accomplishment of the objects and purposes for which the Association has been created and established.

4.2 Duties of the Association. The Association, acting by and through its Board of Directors, shall, in addition to those general and specific duties, responsibilities and obligations imposed upon it by law and those specified in the Declaration and the By-Laws, have the following specific duties, responsibilities and obligations, to wit:

4.2.1 Ownership and Management of Common Property. To own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve and protect all Common Property, whether real, personal or mixed, including, without limitation, the Surface Water Management System and all portions of Public Property improved and/or maintained by the Association with the written consent of the City, or pursuant to a license or permit granted by the City, as provided in Section 1.6 of the Declaration; subject, at all times, however, to the terms and provisions of any document or instrument pursuant to which the Association shall initially acquire title to any Common Property from Developer. Specifically as regards the duty of the Association to operate, manage, maintain and repair the Surface Water Management System, the Association shall have the duty to exercise practices which facilitate and allow the Surface Water Management System to provide surface stormwater drainage and conveyance, storage and retention, detention and treatment and other surface stormwater management and control capabilities as permitted by the WMD. Any maintenance, repair or reconstruction of the Surface Water Management System by the Association shall only be as permitted by, or, if modified, as approved by the WMD.

4.2.2 Payment of Common Expenses. To pay all Common Expenses associated with the ownership, administration, management, operation, regulation, care, maintenance, repair, replacement, restoration, preservation and protection of the Common Property, including, without limitation, the Surface Water Management System, the management and administration of the business and affairs of the Association and all other Common Expenses for which provision is made in the Declaration.

4.2.3 Levy and Collection of Assessments. To establish, make, levy, impose, enforce and collect all Assessments for which provision is made in the Declaration or which shall otherwise be necessary to provide and assure the availability of such funds as

may be reasonably necessary to pay all Common Expenses and otherwise conduct the business and affairs of the Association, including, without limitation, such funds as may be necessary to own, manage, administer, operate, care for, maintain, improve, repair, replace, restore, preserve and protect the Surface Water Management System and all other Common Property, including recreational facilities and equipment.

4.2.4 Insurance. To provide adequate insurance protection on and for the Common Property and, consistent with their respective duties, responsibilities and liabilities, provide adequate insurance protection on and for the Association itself and on and for its members, officers and directors, as well as for the members of the Architectural Review Board established pursuant to the Declaration.

4.2.5 Preserve and Enhance Beauty of Windsong. To preserve, protect, maintain and enhance the appearance and natural beauty of the Common Property and the Windsong community generally.

4.2.6 Promotion of Health, Safety, Recreation and Welfare. To advance, promote, enhance and protect the health, safety, recreation and general welfare of the members of the Association, the residents of Windsong and the Windsong community generally; provided, however, that the Association shall be and hereby is specifically prohibited from engaging in any political activity or any other activity whereby its status as a corporation not-for-profit or its exemption from Federal or state income taxation, if any, shall be forfeited or jeopardized.

4.2.7 Enforcement of Declaration. To assure compliance with and adherence to and otherwise to enforce the provisions of the Declaration, including, without limitation, those provisions of the Declaration pertaining and with respect to the Surface Water Management System.

4.2.8 Other Activities. To engage in any and all other activities permitted to be engaged in by a corporation not-for-profit under the laws of the State of Florida as may be necessary or appropriate for the achievement of the objects and purposes for which the Association has been created, formed and established.

4.3 Powers of Association. The Association, acting by and through its Board of Directors, shall, in addition to those general and specific powers conferred upon it by law and those powers specified in the Declaration and the By-Laws, have and exercise such powers as are necessary for the performance of its duties, responsibilities and obligations under and pursuant to the Declaration, including, without limitation, the following specific powers, to wit:

4.3.1 Own and Deal With Common Property. Except as may be limited by the terms of the Declaration, these Articles and the By-Laws of the Association, to acquire, own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve, protect, buy, sell, lease, transfer, convey, encumber or otherwise deal in or with real property (or any interest therein, including easements) or personal property which is, or upon its acquisition by the Association shall thereupon

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become, Common Property as defined in these Articles and in the Declaration, including any Public Property treated and regarded as Common Property as provided in Section 1.6 of the Declaration.

4.3.2 Levy and Collect Assessments. To establish, make, levy, impose, enforce and collect all Assessments and impose, foreclose and otherwise enforce all liens for Assessments for which provision is made in the Declaration in accordance with the terms and provisions of the Declaration, these Articles and the By-Laws of the Association.

4.3.3 Establish Reserves. To create, establish, maintain and administer such capital expenditure and other reserve funds or accounts as shall, in the discretion of the Board of Directors, be reasonably necessary to provide and assure the availability of the funds necessary for the care, maintenance, repair, replacement, restoration, preservation and protection of all Common Property, including the Surface Water Management System, and for such other purposes as its Board of Directors, in its reasonable discretion, shall deem necessary or appropriate.

4.3.4 Borrow Money. Subject to the limitations specified in Section 4.4 of these Articles, to borrow such money as may reasonably be required to discharge and perform the duties, responsibilities and obligations imposed upon the Association pursuant to the Declaration and these Articles.

4.3.5 Employ and Contract. To employ such persons or to contract with such independent contractors or managing agents as shall be reasonably required in order for the Association to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to the Declaration and these Articles; provided, however, that any such employment contract or contract with any independent contractor or managing agent for a term of more than one (1) year shall, by its express terms, be terminable (i) for cause at any time on not more than thirty (30) days written notice by the Association and (ii) without cause at any time after one (1) year on not more than sixty (60) days written notice by either party, and, provided, further, that any such contracts shall otherwise be subject to the provisions of Section 4.4 of these Articles and Section 12.5 of the Declaration.

4.3.6 Provide Insurance. To provide and contract for such insurance protection on and for the Association and the Common Property and, consistent with their respective duties, responsibilities and liabilities, on and for the members, officers and directors of the Association as well as on and for the members of the Architectural Review Board established pursuant to the Declaration.

4.3.7 Provide Supplemental Security. To provide internal security services and patrols within the Windsong community supplemental to and in cooperation with the Police Department of the City of Winter Park.

4.3.8 Operate Recreational Facilities/Programs. To own, operate and maintain recreational facilities, equipment and programs on and with Common Property for the

benefit and enjoyment of its members and their families and guests.

4.3.9 Enforce Declaration. To take such steps as may be necessary to enforce the provisions of the Declaration, including, without limitation, those provisions of the Declaration pertaining and with respect to the Surface Water Management System, and in connection therewith to employ legal counsel and institute and prosecute litigation to enforce the provisions of the Declaration, including, without limitation, such litigation as may be necessary to collect assessments and foreclose liens for which provisions are made in the Declaration.

4.3.10 Adopt and Enforce Rules and Regulations. To make, adopt, publish and enforce such rules and regulations for the protection and governing the use of the Common Property as the Board of Directors deems to be in the best interest of the Association and its members.

4.3.11 Suspend Rights and Impose Fines. Among other things, as a means of enforcing the Declaration and any Rules and Regulations adopted by the Association, the Association may suspend, for a reasonable period of time, the right of a member and such member's family and/or such member's tenants, guests or invitees, or any one or more or all of them, to use the Common Property and may also levy reasonable fines, not to exceed \$100.00 per violation, against any member and/or member of his family and/or any tenant, guest or invitee of such members as provided in and subject to the provisions of Section 617.304(2) Florida Statutes.

4.4 Limitations on Powers. The Association shall be prohibited from taking any of the following actions without the prior approval of a majority of the members of each class of membership voting in person or by proxy at a duly called meeting of the members of the Association, to wit:

4.4.1 Contracts for a Term in Excess of One Year. Entering into any employment contracts or other contracts for the delivery of services or materials to the Association having a term in excess of one (1) year, except in the case of prepaid insurance, casualty or liability contracts or policies for not more than three (3) years duration; provided that the applicable contract or policy of insurance provides for and permits short rate cancellation by the insured.

4.4.2 Pledge of Assessment Rights. Borrowing any funds secured by a pledge, assignment or encumbrance of the right and duty of the Association to exercise its power to establish, make, levy, impose, enforce and collect any Assessments for which provision is made in the Declaration whereby as a result of such pledge, assignment or encumbrance such right and power of assessment may be exercised by a party other than the Association or whereby the Association shall become obligated to establish, levy, enforce and collect any Assessment or Assessments in a particular amount or within a particular time so as to effectively divest from the Association and its Board of Directors the right, duty and discretion to establish, make, levy, impose, enforce and collect Assessments in such amounts and within such time periods as the Board of Directors of

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the Association, in its discretion, shall deem to be necessary and reasonable. It is expressly provided, however, that the foregoing limitation and restriction upon the pledge, assignment or encumbrance of assessment rights herein contained shall not preclude the Association from pledging or making an assignment of or otherwise encumbering the proceeds of any Assessment which is then payable to or which will thereafter, in the ordinary course of the Association's business, become payable to the Association; provided that any such assignment, pledge or encumbrance, though then presently effective, shall allow and permit any such Assessments to continue to be paid to and used by the Association as set forth in the Declaration unless and until the Association shall default on the repayment of the debt which is secured by such pledge, assignment or encumbrance.

4.4.3 Capital Expenditures in Excess of Ten Percent of Common Expenses. The expenditure in any single calendar year of an amount for capital acquisitions or capital improvements to the Common Property in excess of ten percent (10%) of the estimated total of Common Expenses for the calendar year as set forth in Sections 10.8 and 10.9 of the Declaration, except such capital improvements as may be paid for by application of funds in a reserve account specifically established for that purpose.

4.4.4 Sale or Transfer of Real Property. The sale, transfer or other disposition, whether or not for consideration, of any real property (or interests in real property) owned by the Association as Common Property; provided, however, in no event shall the Association be entitled or empowered to sell, convey or transfer and real property constituting Common Property transferred and conveyed by the Developer to the Association pursuant to the provisions of Section 9.1 of the Declaration without first receiving the prior written consent of the Developer so long as Developer shall be the Owner of a Lot.

4.4.5 Payment of Compensation to Elected Officers or Directors. The payment to the elected directors or officers of the Association for services performed in the conduct of their duties as such director or officer of the Association; provided, however, that nothing herein contained shall preclude the Association from reimbursing any such elected director or officer for reasonable expenses actually incurred and paid by any such elected director or officer in the conduct of the business and affairs of the Association; and provided, further, that nothing herein contained shall preclude the employment by the Association and payment of compensation to a manager or executive director or executive secretary or comptroller of the Association who shall not be an elected director or officer of the Association.

ARTICLE V MEMBERSHIP

5.1 Membership. Every Owner of a Lot shall automatically and mandatorily be a member of the Association upon becoming an Owner of a Lot. By virtue of its ownership of the Subject Property at the time of the initial recordation of the Declaration, Developer shall

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automatically be a member of the Association immediately upon such recordation of the Declaration. Membership in the Association may not be refused, waived or surrendered, but a member's voting rights and use and enjoyment of the Common Property may be regulated or suspended as provided in the Declaration, these Articles, the By-Laws and the Rules and Regulations of the Association and in Section 617.304(2) and (3) Florida Statutes.

5.2 Transfer of Membership. Membership in the Association shall be appurtenant to and may not be separated from the ownership interest of an Owner in the Lot owned by such Owner and may not and shall not be transferred, pledged or alienated in any way.

5.3 Rights and Obligations of Membership, Proportional Share of Common Expenses. Each member of the Association shall have those rights and privileges and those duties and obligations provided by law and in the Declaration, these Articles, the By-Laws and the Rules and Regulations of the Association, including, without limitation, the obligation to pay Assessments established and levied by the Association in accordance with the terms of the Declaration. Assessments (other than Individual Lot Assessments) represent the manner in which the expenses of the Association (i.e., the Common Expenses) are shared among the members of the Association. The proportional share of the Common Expenses of each member of the Association is determined annually by (i) dividing the total amount of all Assessments (other than Individual Lot Assessments) levied by the Association each year by the total number of all Lots subject to Assessment in such year, (ii) then multiplying the result so obtained by the number of Lots, including fractional Lots, owned by such member, and (iii) then dividing the total amount of all Assessments by the product so obtained.

ARTICLE VI VOTING RIGHTS

6.1 Voting Rights. The right of a member to vote on matters pertaining to the business and affairs of the Association shall vest immediately upon such member's qualification for membership as provided in these Articles, the By-Laws and the Declaration. All voting rights of a member shall be exercised in accordance with and subject to the restrictions and limitations provided in the Declaration, these Articles, the By-Laws and the Rules and Regulations of the Association.

6.2 Classes of Voting Membership; Number of Votes. The Association shall have two (2) classes of voting membership, as follows:

6.2.1 Class A. The Class A members shall be all Owners of Lots other than the Developer. Each Class A member shall be entitled to one (1) vote for each Lot with respect to which he holds the ownership interest required for membership; provided, however, that in the event that two (2) or more contiguous Lots or one (1) Lot and a portion or portions of another Lot or Lots are owned in common by the same Owner and combined, developed and improved by such Owner as a unified single family residential homesite, the Owner of any such combination of Lots shall be entitled to one (1) vote for each full Lot plus a fractional vote for each fractional portion of a Lot so owned by him. The fractional vote attributable to a fractional portion of a Lot shall be that fractional

portion of one (1) vote which is the same as the proportion that such fractional portion of a Lot bears to the whole of the Lot of which it is a part. If more than one person or entity holds the ownership interest required for membership in the Association, each such person or entity shall be a member, but the vote(s) of such members with respect to the Lot(s) and fractional portions of Lot(s) owned by them shall be exercised as they, among themselves, determine; however, in no event shall more than one (1) Class A vote or fractional portion of one (1) Class A vote be cast with respect to any Lot or fractional portion of a Lot which is owned by more than one person or entity. The Association may, but shall not be obligated to, recognize the vote or written assent of any co-owner of a Lot, but the Association shall recognize the vote or written assent of a particular co-owner who or which is designated by all co-owners entitled to cast the vote attributable to the Lot owned by such co-owners, provided that such written designation shall be delivered to the Association not less than twenty-four (24) hours prior to the taking of the particular vote in question.

6.2.2 Class B. The Class B member shall be the Developer. The Class B member shall be entitled to the total number of votes of all Class A members from time to time plus one (1) vote; provided, however, that Class B membership shall cease and terminate (a) three (3) months after Developer is no longer the record owner of at least ten percent (10%) of all Lots that are ultimately platted and developed in Windsong, (b) after ten (10) years have elapsed since the date of the initial recordation of the Declaration among the Public Records of Orange County, Florida, or (c) when Developer, in its sole and absolute discretion, elects to terminate its Class B membership by written notice of such election delivered to the Association, which ever shall first occur.

Notwithstanding that there shall be two (2) classes of voting memberships in the Association, subject only to the provisions of Section 6.3 below, voting shall be based upon the votes cast by the membership as a whole; not on votes cast by or within each class of voting membership.

6.3 Special Class A Voting Rights. Notwithstanding the foregoing provisions of Section 6.2 of these Articles, if at any time prior to the termination of Class B membership as provided in Section 6.2 of these Articles, the Class A members of the Association do not have sufficient voting power to otherwise elect at least one director on the Board of Directors of the Association, then such Class A members shall, by majority vote among themselves elect one (1) of the directors on the Board of Directors of the Association. In no event shall the Class A members be entitled to elect more than one (1) of the directors pursuant to the provisions of this special Class A voting right; it being specifically provided that the remaining vacancies on the Board of Directors of the Association shall be elected by the Class B member of the Association. This special Class A voting right shall cease, terminate and expire simultaneously with the cessation and termination of Class B membership.

6.4 Approval by Members. Unless elsewhere otherwise specifically provided in the Declaration, these Articles or the By-Laws, any provision of the Declaration, these Articles or the By-Laws which requires the vote or approval of a majority or other specified fraction or

percentage of the total voting power of the Association or any class or classes of membership therein shall be deemed satisfied by either, both or a combination of the following:

6.4.1 Vote. The vote in person or by proxy of the majority or other specified fraction or percentage of the membership at a meeting duly called and noticed pursuant to the provisions of the By-Laws of the Association.

6.4.2 Written Consent. Written consents signed by the majority or other specified fraction or percentage of members of the Association.

6.5 Suspension of Voting Rights. The Association may suspend the voting rights of a member for the non-payment of any Assessment, including, without limitation, any annual Regular Assessment, or any installment thereof, which is delinquent in excess of ninety (90) days as provided in Section 617.304(3) Florida Statutes.

ARTICLE VII BOARD OF DIRECTORS

7.1 Purpose. The property, business and affairs of the Association shall be managed and governed by a Board of Directors of the Association.

7.2 Number. The number of directors on the Board of Directors from time to time shall never be less than three (3) nor more than twelve (12). The number of directors shall be determined from time to time by the Board of Directors, but shall always be a number divisible by three (3). The number of directors may be increased or decreased by the Board of Directors from time to time as provided in the By-Laws of the Association. In the absence of a determination by the Board of Directors of the number of directors on the Board of Directors from time to time, there shall be three (3) directors. The number of directors to be elected at any annual or special meeting of members shall be specified in the notice of such meeting. If no such number shall be specified in such notice, the number of directors to be elected at such meeting shall be one-third of the total number of directors then in office.

7.3 Qualification. Except for the initial directors designated in Section 7.6 of these Articles and any directors thereafter from time to time appointed or elected by the Developer, all directors of the Association must be members of the Association in good standing.

7.4 Term of Office. The term of office of the directors of the Association shall be three (3) years or as otherwise specified in the By-Laws.

7.5 Election of Directors. Subject to the terms and provisions of Sections 6.3 of these Articles, the directors of the Association shall be elected by majority vote of the members of the Association in accordance with these Articles and the By-Laws of the Association at the regular annual meeting of the members of the Association or at a special meeting of the members of the Association duly called for such purpose. Notwithstanding anything to the contrary set forth in

these Articles, however, Developer, as provided in Section 617.307 Florida Statutes, shall be entitled to elect at least one (1) director of the Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots platted and developed in Windsong.

7.6 Initial Board of Directors. The Board of Directors shall initially consist of three (3) directors. The names and address of the members of the initial Board of Directors and their respective initial terms of office are as follows:

| NAME | ADDRESS | INITIAL TERM |
|---------------------|--|--------------|
| Allan E. Keen | c/o Keewin Real Property Company 1031 W. Morse Boulevard, Suite 325 Winter Park, Florida 32789 | 3 years |
| Roger S. Arrowsmith | c/o East West Partners 1880 Eagle Harbor Parkway Orange Park, Florida 32073 | 2 years |
| Duncan O. Bowman | c/o Bowman & Associates 2467 South 3rd Street Jacksonville, Florida 32250 | 1 year |

The initial directors shall hold office and serve until their successors are elected or appointed or until they are removed in accordance with these Articles and the By-Laws of the Association.

7.7 Duties and Powers. All of the duties and powers of the Association existing under and pursuant to Chapter 617 Florida Statutes, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, subject to approval by the members of the Association only when specifically required by law, these Articles or the Declaration.

7.8 Removal. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws.

7.9 Federal Income Tax Election. The Board of Directors of the Association shall have the power and authority to cause the Association to make the annual election with respect to the Association's federal income tax treatment under Section 528 of the Internal Revenue Code of 1954, as amended from time to time.

ARTICLE VIII OFFICERS

8.1 Officers, Generally. The affairs of the Association shall be administered by a President, Vice President, Secretary, Assistant Secretary, Treasurer and such other officers as the

Board of Directors may from time to time by resolution create. The offices of Vice President, Secretary and Treasurer or any other offices may be combined from time to time by the Board of Directors in its discretion. The office of President shall not be combined with any other office.

8.2 Election. Except as hereinafter provided with respect to the initial officers of the Association, the officers of the Association shall be elected by the directors of the Association from among themselves at a meeting of the directors held immediately following the termination of the annual meeting of members at which the directors are elected.

8.3 Term. All officers of the Association shall hold office for a term of one (1) year or until their successors are elected, but may be removed from office by the Board of Directors, with or without cause, at any time.

8.4 Duties of Officers. The duties of the officers shall be as set forth in the By-Laws of the Association.

8.5 Initial Officers. The names, titles and addresses of the initial officers of the Association who shall hold office and serve until their successors elected are as follows:

| OFFICE | NAME | ADDRESS |
|--|---------------------|--|
| President | Allan E. Keen | c/o Kcewin Real Property Company 1031 W. Morse Boulevard, Suite 325 Winter Park, Florida 32789 |
| Vice President/ Secretary/Treasurer | Roger S. Arrowsmith | c/o East West Partners 1880 Eagle Harbor Parkway Orange Park, Florida 32073 |
| Assistant Secretary | Duncan O. Bowman | c/o Bowman & Associates 2467 South 3rd Street Jacksonville, Florida 32250 |

8.6 Vacancy Before First Meeting. In the event of a vacancy in any office of the Association prior to the first annual meeting of the members of the Association, such vacancy shall be filled by an individual appointed by the Developer.

ARTICLE IX TRANSACTIONS IN WHICH OFFICERS OR DIRECTORS ARE INTERESTED

9.1 Contracts Valid. All contracts or transactions between the Association and any other individual, corporation, partnership, limited liability company, association, or other

organization or entity in which one or more of the officers or directors of the Association are officers or directors, or has a direct or indirect financial interest, including the Developer and any affiliate of the Developer, shall be as valid as if the same were engaged in or entered into by or with a disinterested party. No such contract or transaction shall be invalid, void, or voidable solely for this reason, or solely because the officer or director is present at or participates in the meeting of the Board of Directors which authorized the contract or transaction, or solely because the vote of said officer or director is counted for such purpose. No officer or director of the Association shall incur liability by reason of the fact that said officer or director may be interested in any such contract or transaction.

9.2 Interested Directors Counted in Quorum. Interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors at which a contract or transaction in which such director may be interested is authorized.

9.3 Duty to Disclose. Notwithstanding the foregoing, any officer or director of the Association shall have a duty to disclose to the Board of Directors of the Association that such officer or director is also an officer or director of or otherwise has a financial interest, direct or indirect, in any individual or business organization or entity with which the Association proposes to contract or otherwise transact business. Such disclosure shall be reflected in the minutes of the meeting at which any vote is taken on a proposed contract or business transaction with any individual or business organization or entity in which an officer or director of the Association has any interest.

ARTICLE X INDEMNIFICATION AND RELEASE OF OFFICERS AND DIRECTORS

10.1 Indemnification. Every officer and every director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys fees, 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 an officer or a director of the Association, or in connection with or on account of any settlement thereof, whether or not he is an officer or a director of the Association at the time that such expenses and liabilities are incurred, except in such cases wherein any such officer or director is judged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that any claim for reimbursement or indemnification hereunder may be settled with the approval of the Board of Directors in the best interest of the Association.

10.2 Right of Indemnification Cumulative, Not Exclusive. The right of indemnification provided by this Article X shall be in addition to and not exclusive of and shall not be deemed to limit, in any way, the powers of the Association to indemnify any officer or director and the right of any officer or director to be indemnified by the Association by or under the common law or statutory laws of the State of Florida, the Declaration, the By-Laws or otherwise.

10.3 Release of Officers and Directors. The resignation or expiration of the term of office of, or the removal or replacement of, a director who has been elected or designated by the Developer, including those directors initially designated in these Articles, and the resignation or expiration of the term of office of or the removal or replacement of an officer of the Association who has been appointed by the initial Board of Directors, including those officers initially designated in these Articles, shall remise, release, acquit, satisfy and forever discharge such director or officer of and from all manner of action and actions, cause and causes of actions, suits, debts, covenants, contracts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or any of its members, other than Developer, had, now have, or which any heir, personal representative, successor or assign of the Association or its members, other than Developer, hereafter can, shall or may have against any such director or officer of the Association for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such director's or officer's resignation, removal or replacement or the expiration of such director's or officer's term of office.

ARTICLE XI BY-LAWS

The initial By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws. No amendment to the By-Laws shall change the rights and privileges of the Developer without its approval. In the event of any conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

ARTICLE XII AMENDMENTS

12.1 Amendments, Generally. These Articles may only be changed, amended or rescinded in the following manner:

12.1.1 Resolution of Board of Directors. The Board of Directors shall initially propose any amendments to these Articles. Any such proposal shall be by resolution duly adopted by the Board of Directors setting forth the specific terms and provisions of the proposed amendment and directing that the proposed amendment be submitted to a vote of the members of the Association at the next annual meeting or at a special meeting of the members of the Association duly called for such purpose.

12.1.2 Notice of Meeting. Written notice setting forth the date and time of the meeting at which the proposed amendment is to be voted upon and also setting forth the specific terms and provisions of proposed amendment, or a summary of the changes to be effected by the proposed amendment, shall be given in accordance with the provisions of the By-Laws to each member of the Association entitled to vote thereon. Such meeting may not occur less than fifteen (15) days nor more than sixty (60) days from the date of

the giving of the notice of the meeting at which the proposed amendment is to be considered and voted upon.

12.1.3 Vote of Members. A vote of the members of the Association entitled to vote thereon, shall be taken on the proposed amendment at the meeting of which notice has been given as provided in Section 12.1.2 above. The proposed amendment shall be adopted upon receiving the affirmative vote of two-thirds (2/3rds) of the votes of the members of the Association cast at such meeting, whether in person or by proxy. Any number of amendments may be proposed by the Board of Directors and voted upon by the members of the Association at any one meeting.

12.2 Written Consent. Notwithstanding anything to the contrary set forth in this Article XII, if a majority of the directors and such number of the members of the Association as eligible to vote and cast two-thirds (2/3) of the total voting power of the Association sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the requirements of Section 12.1 of these Articles had been satisfied.

12.3 Articles of Amendment. Upon the approval of an amendment to these Articles in accordance with the provisions of this Article XII, the officers of the Association shall cause Articles of Amendment to be executed, delivered to and filed with the Office of the Secretary of State of the State of Florida as provided by law.

12.4 Limitations on Amendments. Notwithstanding anything to the contrary set forth in the Declaration, these Articles or the By-Laws of the Association, these Articles may not be changed, amended, modified or rescinded in any fashion or respect which would result in any change, amendment, modification, diminution or elimination of or otherwise affect the rights, privileges of or benefits accruing hereunder to any of Developer, the City of Winter Park or the WMD without first receiving the prior written consent and approval of the Developer, so long as Developer shall be the Owner of a Lot, and such other of these parties as may be, or whose rights, privileges, benefit or interest may be, adversely or otherwise affected by any such amendment to these Articles. Specifically, these Articles may not be changed, amended, modified or rescinded in any fashion which will result in or facilitate the abandonment or termination of the obligation of the Association to operate and maintain the Surface Water Management System or the obligation of the Association to establish, make, levy, enforce and collect Assessments for such purposes or to change, amend, modify, eliminate or delete the provisions of this Section 12.4 of these Articles without the prior written consent and joinder of the Developer, so long as Developer shall be the Owner of a Lot, the City of Winter Park and the WMD.

ARTICLE XIII DURATION AND DISSOLUTION

13.1 Duration. The Association shall commence to exist upon the filing of these

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Articles with the Office of the Secretary of the State of Florida in Tallahassee, Florida and shall have perpetual existence, unless dissolved in accordance with the provisions of Chapter 617 Florida Statutes and as otherwise set forth in this Article XIII.

13.2 Dissolution. Upon dissolution of the Association, the property and assets of the Association remaining after payment of all creditors of the Association and the costs and expenses associated with such dissolution shall be distributed to any other corporation not-for-profit which is created and established for purposes similar to this Association or to the City or any other public agency for similar purposes; provided, however, that, notwithstanding the foregoing or following provisions of this Section 13.2, that portion of the Common Property comprising the Surface Water Management System shall be distributed only as provided in Section 13.3 of these Articles. In the event that, upon dissolution, another corporation not-for-profit shall not be created and established as hereinabove provided in this Section 13.2, or in the event that the City or any other public agency shall refuse to accept a proposed distribution to it of the property and assets of the Association, any member of the Association or any other interested party shall be entitled to petition the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida for the establishment of a trust or the creation of a corporation not-for-profit or other legal entity for purposes similar to those of the Association. Any Common Property so distributed upon dissolution of the Association, as aforesaid, shall continue to be subject to and encumbered by the terms and provisions of the Declaration and such other restrictions and limitations as may have been imposed upon such Common Property in the instrument by which title thereto was originally conveyed by the Developer to the Association.

13.3 Disposition of Surface Water Management System on Dissolution. Notwithstanding the foregoing provisions of Section 13.2 of these Articles, prior to the dissolution of the Association, that portion of the Common Property comprising the Surface Water Management System shall, in accordance with Section 40C-42.027 Florida Administrative Code, be granted, conveyed, assigned or dedicated by the Association to and accepted by an appropriate governmental body, agency, utility or other entity approved by the WMD for the purpose of undertaking the continued ownership, administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Surface Water Management System. In the event that such grant, conveyance, assignment or dedication of the Common Property comprising the Surface Water Management System shall not be accepted by any such governmental body, agency, utility or other entity approved by the WMD to which such grant, conveyance, assignment or dedication is offered, the property comprising the Surface Water Management System shall be granted, conveyed, assigned or dedicated to a corporation not-for-profit, an association, trust or other legal organization or entity, approved by the WMD. In the absence of any such grant, conveyance, assignment or dedication of the property comprising the Surface Water Management System in accordance with the foregoing provisions of this Section 13.3, any member of the Association, the City or the WMD shall be entitled to petition the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida for the establishment of a trust or the creation of a corporation not-for-profit or other legal entity created for such purpose.

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ARTICLE XIV NON-PROFIT STATUS

No part of the net earnings of the Association shall inure to the benefit of any of its members or any other individual. Accordingly, the Association shall not carry on any activity for the profit of its members, or distribute any gains, profits, or dividends to any of its members as such, or engage, except to an insubstantial degree, in any activities which are not in furtherance of the specific and primary objects and purposes of the Association. The Association may however, provide a rebate, reimbursement or refund of excess membership dues, fees or Assessments to its members. In determining whether there should be any such rebate, reimbursement or refund or the amount of any such rebate, reimbursement or refund, the earnings of the Association are not to be taken into account in any manner.

ARTICLE XV PRINCIPAL OFFICE AND REGISTERED AGENT


The street and mailing address of the initial principal office of the Association shall be c/o Keewin Real Property Company, 1031 W. Morse Boulevard, Suite 325, Winter Park, Florida 32789. The initial registered agent of the Association shall be Allan E. Keen and the registered office of the Association shall be c/o Keewin Real Property Company, 1031 W. Morse Boulevard, Suite 325, Winter Park, Florida 32789. The Association reserves the right to change either or both the principal and office and the registered agent of the Association in the manner provided by the laws of the State of Florida from time to time.

ARTICLE XVI INCORPORATOR

The name and address of the incorporator of the Association is:

| NAME | ADDRESS |
|---------------|--|
| Allan E. Keen | c/o Keewin Real Property Company 1031 W. Morse Boulevard, Suite 325 Winter Park, Florida 32789 |

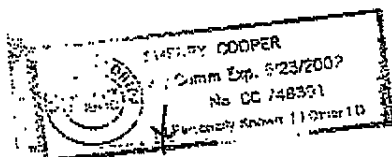
IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation as of the 23 day of NOVEMBER, 1999.


Allan E. Keen, Incorporator

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STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of November, 1999 by Allan E. Keen, as Incorporator of Windsong Community Association, Inc., a Florida corporation not-for-profit, on behalf of said corporation. He is personally known to me or produced _____ as identification.



Sherry Cooper
Printed Name: Sherry Cooper
Notary Public-State of Florida
Commission No. 748391
My Commission Expires: 6/23/2002
(NOTARIAL SEAL)

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation as Registered Agent of WINDSONG COMMUNITY ASSOCIATION, INC.

Allan E. Keen
Name: Allan E. Keen

FILED
99 NOV 24 AM 8:57
TALLAHASSEE, FLORIDA

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EXHIBIT A

LEGAL DESCRIPTION OF WINDSONG

PARCEL 1: A tract of land being a portion of the North ½ of Section 17, Township 22 South, Range 30 East and a portion of the South ½ of Section 8, Township 22 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at 6" x 6" concrete monument located at the North 1/4 corner of Section 17, Township 22 South, Range 30 East; Thence run N 89°09'23" E along the South line of the Southeast 1/4 of said Section 8, 331.22 feet to the Point of Beginning, said Point of Beginning also being the Northwest corner of Lot 24, WATERBRIDGE, Plat Book 8, Page 27 and 28, as recorded in the Public Records of Orange County, Florida; Thence continue N 89°09'23" E, along the North line of Lots 24, 25, 26 and 27 of said WATERBRIDGE, 331.41 feet to the monumented Southwest corner of the East ½ of the Southwest 1/4 of the Southeast 1/4 of said Section 8; Thence run N 00°44'41" W along the West line of Lots 36, 37 and Tract G, 411.15 feet more or less to the Normal High Water line of Lake Berry, said point lies N 57°21'55" E, 780.43 feet from said Point of Commencement; Thence run Westerly, Northeasterly and Northwesterly along the Normal High Water line of Lake Berry, 3343 feet more or less to a point that lies N 08°58'13" W, 1579.22 feet from said Point of Commencement; Thence leaving said Normal High Water line of Lake Berry run S 70°17'53" W, 191.43 feet more or less; Thence run S 55°34'25" W, 456.78 feet more or less to the Normal High Water line of Lake Virginia, said point lies N 32°59'40" W, 1475.02 feet from said Point of Commencement; Thence run Southerly along the Normal High Water line of said Lake Virginia, 1256 feet more or less to the intersection with the monumented East line of Lot 1, Block "A" TIMBERLANE SHORES, Plat Book V, Page 45 as recorded in the Public Records of Orange County, Florida, and the Normal High Water line of said Lake Virginia, said point lies N 73°42'34" W, 1210.99 feet from said Point of Commencement; Thence leaving said Normal High Water line run S 00°48'52" E along said monumented East line of said Lot 1, Block A, TIMBERLANE SHORES, 231.23 feet to the Southeast corner of said Lot 1; Thence run N 89°42'41" E along the Northerly line of Lots 12 and 13, Block A, TIMBERLANE SHORES, 179.43 feet; Thence run S 63°16'30" E along the Northerly lines of Lots 13, 14 and 15, Block A, TIMBERLANE SHORES, 198.64 feet to the Northeast corner of said Lot 15, Block A; Thence run S 00°54'34" E along the monumented Easterly line of said TIMBERLANE SHORES SUBDIVISION, 635.54 feet to the Southeast corner of Lot 5, Block E, TIMBERLANE SHORES; Thence run N 89°27'48" E, 576.87 feet; Thence run S 00°42'37" E, 678.59 feet to the Northerly right of way line of Glenridge Way; Thence run N 89°27'48" E along said Northerly right of way line of Glenridge Way, 222.12 feet to the intersection with the West line of the Northeast 1/4 of said Section 17; Thence run N 89°10'59" E along the Northerly right of way line of Glenridge Way 1123.01 feet to the point of curvature of a curve concave to the Northwest having a radius of 320.10 feet; Thence run Northeasterly along the arc of said curve 215.90 feet and through a central angle of 38°38'42" and is subtended by a chord of 211.83 feet and a chord bearing of N 69°51'38" E to the monumented West line of Lot 1, WATERBRIDGE, Plat Book 8, Page 27 and 28, as recorded in

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the Public Records of Orange County, Florida; Thence run N 00°32'29" W along the monumented Westerly line of Lots 1, 2, 3, 4 and 5, WATERBRIDGE, 554.49 feet; Thence run S 89°10'24" W along the monumented Southerly line of Lots 7, 8, 9, 10, 11, 18 and 19 WATERBRIDGE, 990.98 feet to the Southwest corner of said Lot 19; Thence run N 00°50'18" W along the monumented West line of said WATERBRIDGE SUBDIVISION, 662.29 feet to the Point of Beginning.

PARCEL 2: A tract of land being a portion of Section 8, Township 22 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Lot 25, Block 34, ARDMORE SUBDIVISION as recorded in Plat Book P, Page 14 and 15, Public Records of Orange County, Florida, said Point of Beginning also lying on the Southerly right of way line of Mizell Avenue and the Westerly right of way line of Phelps Avenue and being monumented by a nail and disc #4596; Thence run S 89°12'54" W, along the said Southerly right of way line and the monumented Northerly line of said Block 34, ARDMORE SUBDIVISION for a distance of 270.00 feet to a point lying 10.00 feet West of the East line of Lot 21, Block 34, ARDMORE SUBDIVISION; Thence run S 00°47'06" E parallel and 10.00 feet West of said East line of Lot 21, 150.00 feet to a point lying on the South line of said Lot 21; Thence run S 89°12'54" W along the monumented South line of Lots 17, 18, 19, 20 and 21, Block 34, ARDMORE SUBDIVISION, 270.00 feet to a point lying 20.00 feet East of the Southwest corner of said Lot 17, Block 34 ARDMORE SUBDIVISION; Thence run N 00°47'06" W parallel and 20.00 feet East of the West line of said Lot 17, 150.00 feet to the Northerly line of said Block 34, ARDMORE SUBDIVISION; Thence run S 89°12'54" W along the monumented Northerly line of said Block 34, ARDMORE SUBDIVISION, 175.00 feet to a point lying 35.00 feet West of the East line of Lot 14; Thence run S 00°47'06" E parallel and 35.00 feet West of said East line of Lot 14, 150.00 feet to the South line of said Lot 14; Thence run S 89°12'54" W along the monumented South line of Lots 9, 10, 11, 12, 13 and 14, Block 34 ARDMORE SUBDIVISION, 270.00 feet to a point lying 5.00 feet West of the Southeast corner of Lot 9, Block 34, ARDMORE SUBDIVISION; Thence run N 00°47'06" W, parallel and 5.00 feet West of the East line of said Lot 9, 150.00 feet to the Northerly line of said Block 34; Thence run S 89°12'54" W along the Northerly line of Block 32 and 34, ARDMORE SUBDIVISION, 672.51 feet to the point of curvature of a curve concave to the Southeast having a radius of 11.20 feet; Thence run Southwesterly along the arc of said curve 21.57 feet and through a central angle of 110°20'44" and is subtended by a chord of 18.39 feet and a chord bearing of S 34°02'32" W to a point of reverse curve concave to the Southwest and having a radius of 114.81 feet; Thence run Southeasterly along the arc of said curve 30.00 feet and through a central angle of 14°58'17" and is subtended by a chord of 29.91 feet and a chord bearing of S 13°38'42" E to the point of tangency of said curve; Thence run S 06°09'33" E along the Westerly line of Lots 19, 20 and 21, Block 32, ARDMORE SUBDIVISION, 155.57 feet to the point of curvature of a curve concave to the East and having for its elements a radius of 359.38 feet; Thence run Southeasterly along the arc of said curve 183.78 feet and through a central angle of 29°18'00" and is subtended by a chord of 181.78 feet and a chord bearing of S 20°48'33" E to the point of tangency of said curve; Thence run S 35°27'33" E along the West line of Lot 16, Block 32, ARDMORE SUBDIVISION, 0.53 feet; Thence leaving the West line

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of said Lot 16, run S 60°30'30" W along the monumented Southerly line and Easterly extension thereof of Lot 14, Block 33, said ARDMORE SUBDIVISION, 341.95 feet more or less to the Normal High Water line of Lake Mizell, said point lying S 73°22'26" W, 1958.53 feet from said Point of Beginning; Thence run Southerly along the Normal High Water line 1,000 feet more or less to a point lying S 44°04'26" W, 1804.02 from said Point of Beginning; Thence leaving said Normal High Water line run N 61°47'23" E, 340.04 feet more or less to a point on a curve concave to the West having a radius of 222.97 feet; Thence run Southerly along the arc of said curve 433.28 feet and through a central angle of 111°20'12" and is subtended by a chord of 368.26 feet and a chord bearing of S 08°33'34" E to the point of tangency of said curve; Thence run S 47°06'32" W, 190.08 feet to the point of curvature of a curve concave to the Southeast having a radius of 348.18 feet; Thence run Southwesterly along the arc of said curve 145.24 feet and through a central angle of 23°54'02" and is subtended by a chord of 144.19 feet and a chord bearing of S 35°09'31" W to a point of reverse curve concave to the Northwest having a radius of 2365.25 feet; Thence run Southwesterly along the arc of said curve 371.89 feet and through a central angle of 09°00'31" and is subtended by a chord of 371.51 feet and a chord bearing of S 27°42'46" W to a point of reverse curve concave to the East having a radius of 325.81 feet; Thence run Southerly along the arc of said curve 517.83 feet and through a central angle of 91°03'49" and is subtended by a chord of 465.02 feet and a chord bearing of S 13°18'53" E; Thence run S 24°40'43" W, 151.46 feet more or less to the Normal High Water line of Lake Berry, said point lying S 25°09'01" W, 2945.00 feet from said Point of Beginning; Thence run Easterly along the Normal High Water line 1056 feet more or less to the Westerly line of KENILWORTH SHORES SECTION SIX, as recorded in Plat Book V, Page 111, Public Records of Orange County, Florida, said point lying S 05°33'03" W, 2844.07 feet from said Point of Beginning; Thence run N 00°45'57" W along the Westerly line of said KENILWORTH SHORES SECTION SIX, 555.63 feet to the Southwest corner of Lot 8, Block C, KENILWORTH SHORES SECTION TWO, Plat Book U, Page 26, Public Records of Orange County, Florida; Thence run N 00°53'51" W along the Westerly line of said KENILWORTH SHORES SECTION TWO, 1180.61 feet to the Southwest corner of Lot 1, North of Railroad, Berry Sub. P.B. "C", Page 4; Thence run N 64°24'39" E, 357.89 feet to the Westerly right of way line of said Phelps Avenue; Thence run N 01°19'36" W along the Easterly line of said ARDMORE SUBDIVISION, 940.36 feet to the Point of Beginning.

TOGETHER WITH:

A tract of land being a portion of Section 8, Township 22 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 25, Block 34, ARDMORE SUBDIVISION as recorded in Plat Book P, Page 14 and 15, Public Records of Orange County, Florida, said Point of Beginning also lying on the Southerly right of way line of Mizell Avenue and the Westerly right of way line of Phelps Avenue and being monumented by a nail and a disc #4596; Thence run S 89°12'54" W, along the said Southerly right of way line and the monumented Northerly line of said Block 34, ARDMORE SUBDIVISION for a distance 270.00 feet to a point lying 10.00 feet West of the East line of Lot 21, Block 34, ARDMORE SUBDIVISION; Thence run S

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00°47'06" E parallel and 10.00 feet West of said East line of Lot 21, 150.00 feet to a point lying on the South line of said Lot 21; Thence run S 89°12'54" W along the monumented South line of Lots 17, 18, 19, 20 and 21, Block 34, ARDMORE SUBDIVISION, 270.00 feet to a point lying 20.00 feet East of the Southwest corner of said Lot 17, Block 34, ARDMORE SUBDIVISION; Thence run N 00°47'06" W parallel and 20.00 feet East of the West line of said Lot 17, 150.00 feet to the Northerly line of said Block 34, ARDMORE SUBDIVISION; Thence run S 89°12'54" W along the monumented Northerly line of said Block 34, ARDMORE SUBDIVISION, 175.00 feet to a point lying 35.00 feet West of the East line of Lot 14; Thence run S 00°47'06" E parallel and 35.00 feet West of said East line Lot 14, 150.00 feet to the South line of said Lot 14; Thence run S 89°12'54" W along the monumented South line of Lots 9, 10, 11, 12, 13 and 14, Block 34, ARDMORE SUBDIVISION, 270.00 feet to a point lying 5.00 feet West of the Southeast corner of Lot 9, Block 34, ARDMORE SUBDIVISION; Thence run N 00°47'06" W, parallel and 5.00 feet West of the East line of said Lot 9, 150.00 feet to the Northerly line of said Block 34; Thence run S 89°12'54" W along the Northerly line of Block 32 and 34, ARDMORE SUBDIVISION, 672.51 feet to a ½" iron rod #4596, said point also being a point of curvature of a curve concave to the Southeast having a radius of 11.20 feet; Thence run Southwesterly along the arc of said curve 21.57 feet and through a central angle of 110°20'44" and is subtended by a chord of 18.39 feet and a chord bearing of S 34°02'32" W to a point of reverse curve concave to the Southwest and having a radius of 114.81 feet; Thence run Southeasterly along the arc of said curve 30.00 feet and through a central angle of 14°58'17" and is subtended by a chord of 29.91 feet and a chord bearing of S 13°38'42" E to the point of tangency of said curve; Thence run S 06°09'33" E along the Westerly line of Lots 19, 20 and 21, Block 32, ARDMORE SUBDIVISION, 155.57 feet to the point of curvature of a curve concave to the East and having for its elements a radius of 359.38 feet; Thence run Southeasterly along the arc of said curve 183.78 feet and through a central angle of 29°18'00" and is subtended by a chord of 181.78 feet and a chord bearing of S 20°48'33" E to the point of tangency of said curve; Thence run S 35°27'33" E along the West line of Lot 16, Block 32, ARDMORE SUBDIVISION, 0.53 feet; Thence leaving the West line of said Lot 16 run S 60°30'30" W along the monumented Southerly line and the Easterly extension of Lot 14, Block 33, said ARDMORE SUBDIVISION, 341.95 feet more or less to the Normal High Water line of Lake Mizell, said point lying S 73°22'26" W, 1958.53 feet from said Point of Commencement; Thence run Southerly along the Normal High Water line 1,000 feet more or less to the Point of Beginning, lying S 44°04'26" W, 1804.02 feet from said Point of Commencement; Thence leaving said Normal High Water line, and Point of Beginning, run N 61°47'23" E, 340.04 feet more or less to a point on a curve concave to the Southwesterly having a radius of 222.97 feet; Thence run Southeasterly along the arc of said curve 313.46 feet and through a central angle of 80°32'47" and is subtended by a chord of 288.28 feet and a chord bearing of S 23°57'16" E; Thence departing said curve run S 62°57'40" W, 143.11 feet; Thence run N 77°03'46" W, 159.42 feet; Thence run N 89°58'53" W, 184.55 feet to a point on the Normal High Water line of Lake Mizell, said Point lying S 21°00'40" W, 141.41 feet from said Point of Beginning; Thence run Northeasterly along said Normal High Water line of Lake Mizell 190 feet more or less to the Point of Beginning. Containing 100,909 square feet or 2.32 acres more or less.

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LESS AND EXCEPT:

A tract of land being a portion of Section 8, Township 22 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 25, Block 34, ARDMORE SUBDIVISION as recorded in Plat Book P, Page 14 and 15, Public Records of Orange County, Florida, said Point of Beginning also lying on the Southerly right of way line of Mizell Avenue and the Westerly right of way line of Phelps Avenue and being monumented by a nail and disc #4596; Thence run S 89°12'54" W, along the said Southerly right of way line and the monumented Northerly line of said Block 34, ARDMORE SUBDIVISION for a distance 270.00 feet to a point lying 10.00 feet West of the East line of Lot 21, Block 34, ARDMORE SUBDIVISION; Thence run S 00°47'06" E parallel and 10.00 feet West of said East line of Lot 21, 150.00 feet to a point lying on the South line of said Lot 21; Thence run S 89°12'54" W along the monumented South line of Lots 17, 18, 19, 20 and 21, Block 34, ARDMORE SUBDIVISION, 270.00 feet to a point lying 20.00 feet East of the Southwest corner of said Lot 17, Block 34, ARDMORE SUBDIVISION; Thence run N 00°47'06" W parallel and 20.00 feet East of the West line of said Lot 17, 150.00 feet to the Northerly line of said Block 34, ARDMORE SUBDIVISION; Thence run S 89°12'54" W along the monumented Northerly line of said Block 34, ARDMORE SUBDIVISION, 175.00 feet to a point lying 35.00 feet West of the East line of Lot 14; Thence run S 00°47'06" E parallel and 35.00 feet West of said East line Lot 14, 150.00 feet to the South line of said Lot 14; Thence run S 89°12'54" W along the monumented South line of Lots 9, 10, 11, 12, 13 and 14, Block 34, ARDMORE SUBDIVISION, 270.00 feet to a point lying 5.00 feet West of the Southeast corner of Lot 9, Block 34, ARDMORE SUBDIVISION; Thence run N 00°47'06" W parallel and 5.00 feet West of the East line of said Lot 9, 150.00 feet to the Northerly line of said Block 34; Thence run S 89°12'54" W along the Northerly line of Block 32 and 34, ARDMORE SUBDIVISION, 672.51 feet to a ½" iron rod #4596, said point also being a port of curvature of a curve concave to the Southeast having a radius of 11.20 feet; Thence run Southwesterly along the arc of said curve 21.57 feet and through a central angle of 110°20'44" and is subtended by a chord of 18.39 feet and a chord bearing S 34°02'32" W to a point of reverse curve concave to the Southwest and having a radius of 114.81 feet; Thence run Southeasterly along the arc of said curve 30.00 feet and through a central angle of 14°58'17" and is subtended by a chord of 29.91 feet and a chord bearing of S 13°38'42" E to the point of tangency of said curve; Thence run S 06°09'33" E along the Westerly line of Lots 19, 20, and 21, Block 32, ARDMORE SUBDIVISION, 155.57 feet to the point of curvature of a curve concave to the East and having for its elements a radius of 359.38 feet; Thence run Southeasterly along the arc of said curve 183.78 feet and through a central angle of 29°18'00" and is subtended by a chord of 181.78 feet and a chord bearing of S 20°48'33" E to the point of tangency of said curve; Thence run S 35°27'33" E along the West line of Lot 16, Block 32, ARDMORE SUBDIVISION, 0.53 feet; Thence leaving the West line of said Lot 16 run S 60°30'30" W along the monumented Southerly line and the Easterly extension of Lot 14, Block 33, said ARDMORE SUBDIVISION, 341.95 feet more or less to the Normal High Water line of Lake Mizell, said point lying S 73°22'26" W, 1958.53 feet from said Point of Commencement; Thence run Southerly along the Normal High Water line 1,000 feet more or less to a point, lying S 44°04'26" W, 1804.02 feet

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from said Point of Commencement; Thence leaving said Normal High Water line run N 61°47'23" E, 340.04 feet more or less to a point on a curve concave to the Southwesterly having a radius of 222.97 feet; Thence run Southeasterly along the arc of said curve 377.20 feet and through a central angle of 96°55'35" and is subtended by a chord of 333.81 feet and a chord bearing of S 15°45'52" E to the Point of Beginning of the following described parcel; Thence continue Southwesterly along said curve concave Northwesterly, and having a radius of 222.97 feet, 56.08 feet and through a central angle of 14°24'37" and is subtended by a chord of 55.93 feet and a chord bearing of S 39°54'14" W to the point of tangency of said curve; Thence run S 47°06'32" W, 190.08 feet to the point of curvature of a curve concave to the Southeast having a radius of 348.18 feet; Thence run Southwesterly along the arc of said curve 145.24 feet and through a central angle of 23°54'02" and is subtended by a chord of 144.19 feet and a chord bearing of S 35°09'31" W to a point of reverse curve concave to the Northwest having a radius of 2365.25 feet; Thence run Southwesterly along the arc of said curve 371.89 feet and through a central angle of 09°00'31" and is subtended by a chord of 371.51 feet and a chord bearing of S 27°42'46" W to a point of reverse curve concave to the Southeasterly having a radius of 325.81 feet; Thence run Southwesterly along the arc of said curve 243.19 feet and through a central angle of 42°45'59" and is subtended by a chord of 237.58 feet and a chord bearing of S 10°50'02" W; Thence run N 85°08'59" E, 155.59 feet to a point on a curve concave Southeasterly having a radius of 200.00 feet; Thence run Northeasterly along the arc of said curve 135.17 feet and through a central angle of 38°43'24" and is subtended by a chord of 132.61 feet and a chord bearing of N 08°35'05" E to the point of tangency of said curve; Thence run N 27°56'47" E, 440.58 feet to the point of curvature of a curve concave Southeasterly having a radius of 225.00 feet; Thence run Northeasterly along the arc of said curve 134.15 feet and through a central angle of 34°09'37" and is subtended by a chord of 132.17 feet and a chord bearing of N 45°01'35" E to a point of reverse curve concave Northwesterly having a radius of 125.00 feet; Thence run Northeasterly along the arc of said curve 116.59 feet and through a central angle of 53°26'30" and is subtended by a chord of 112.41 feet and a chord bearing of N 35°23'09" E to a point of compound curve concave Westerly having a radius of 603.95 feet; Thence run Northerly along the arc of said curve 133.96 feet and through a central angle of 12°42'33" and is subtended by a chord of 133.69 feet and a chord bearing of N 02°18'37" E to the point of tangency of said curve; Thence run N 04°02'39" W, 15.88 feet to the point of curvature of a curve concave Westerly and having a radius of 503.79 feet; Thence run Northerly along the arc of said curve 12.54 feet and through a central angle of 01°25'33" and is subtended by a chord of 12.54 feet and a chord bearing of N 04°45'25" W to a point of cusp being on another curve concave Northwesterly having a radius of 25.00 feet; Thence run Southwesterly along the arc of said curve 41.27 feet and through a central angle of 94°34'21" and is subtended by a chord of S 41°48'59" W to the point of tangency of said curve; Thence run S 89°06'09" W, 43.04 feet to the Point of Beginning. Containing 145,721 square feet or 3.35 acres more or less.

PARCEL 3: A tract of land being a portion of Section 8, Township 22 South, Range 30 East, Orange County, Florida, lying Easterly of Lake Virginia and Westerly of Lake Mizell, being more particularly described as follows:

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Begin at the Northeast corner of Lot 3, WINDERMERE WOODS, Plat Book Q, Page 16, as recorded in the Public Records of Orange County, Florida, being monumented by a 5/8" iron rod, said Point of Beginning being referenced by the following points:

- 1) An axle located at the Southeast corner of Lot 4, WINDERMERE WOODS, lies S 55°40'14" E, 208.18 feet from said Point of Beginning.
- 2) A 6" x 6" concrete monument located at the center of Section 8, Township 22 South, Range 30 East, lies S 57°53'59" E, 1859.03 feet from said Point of Beginning.
- 3) A 4" x 4" concrete monument located at the Southwest corner of Lot 8, Block C, KENILWORTH SHORES SECTION TWO, Plat Book U, Page 26 Public Records of Orange County, Florida lies S 71°27' 59" E, 3056.52 feet from said Point of Beginning.

Thence leaving said Point of Beginning run S 10°12'27" E, 15.00 feet to a 1/2" iron rod #4596; Thence run N 79°47'33" E, parallel to the South line of Lot 2, WINDERMERE WOODS, 98.20 feet to a 1/2" iron rod #4596; Thence run S 10°12'27" E, 15.00 feet to a 1/2" iron rod #4596 lying on a curve concave to the Northwest having a radius of 122.70 feet; Thence run Northeasterly along the arc of said curve 75.04 feet and through a central angle of 35°02'26" and is subtended by a chord of 73.88 feet and a chord bearing of N 62°16'20" E to a 1/2" iron rod #4596; Thence run S 63°58'26" E, 31.33 feet to a 1/2" iron rod #4596 lying on a curve concave to the Northwest having a radius of 152.70 feet; Thence run Northeasterly along the arc of said curve 36.79 feet and through a central angle of 13°48'18" and is subtended by a chord of 36.70 feet and a chord bearing of N 34°04'23" E to a 1/2" iron rod #4596; Thence run N 79°47'33" E, 41.58 feet more or less to the Normal High Water line of Lake Mizell, said point lying N 79°47'33" E, 261.12 feet from said Point of Beginning; Thence run Southeasterly along the Normal High Water line of Lake Mizell 800 feet more or less to a point lying S 43°31'21" E, 878.61 feet from said Point of Beginning; Thence leaving said Normal High Water line of Lake Mizell run S 65°18'08" W, 425.52 feet more or less to the Normal High Water line of Lake Virginia, said point lying S 15°00'26" E, 843.65 feet from said Point of Beginning; Thence run Northwesterly along the Normal High Water line of Lake Virginia 900 feet more or less to the intersection of the South line of said Lot 2, WINDERMERE WOODS, said point lying S 79°47'33" W, 92.83 feet from said Point of Beginning; Thence run N 79°47'33" E along the South line of said Lot 2, 92.83 feet to the Point of Beginning.

LESS AND EXCEPT:

A tract of land being a portion of Section 8, Township 22 South, Range 30 East, Orange County, Florida, lying Easterly of Lake Virginia and Westerly of Lake Mizell, being more particularly described as follows:

Commence at the Northeast corner of Lot 3, WINDERMERE WOODS, Plat Book Q, Page 16, as recorded in the Public Records of Orange County, Florida, being monumented by a 5/8" iron rod, said Point of Commencement being referenced by the following points,

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- 1) A axle located at the Southeast corner of Lot 4, WINDERMERE WOODS, lies S 55°40'14" E, 208.18 feet from said Point of Commencement.
- 2) A 6" x 6" concrete monument located at the center of Section 8, Township 22 South, Range 30 East, lies S 57°53'59" E, 1859.03 feet from said Point of Commencement.
- 3) A 4" x 4" concrete monument located at the Southwest corner of Lot 8, Block C, KENILWORTH SHORES SECTION TWO, Plat Book U, Page 26 Public Records of Orange County, Florida lies S 71°27'59" E, 3056.52 feet from said Point of Commencement.

Thence leaving said Point of Commencement run S 10°12'27" E 15.00 feet to a 1/2" iron rod #4596; Thence run N 79°47'33" E, parallel to the South line of Lot 2, WINDERMERE WOODS, 98.20 feet to a 1/2" iron rod #4596; Thence run S 10°12'27" E, 15.00 feet to a 1/2" iron rod #4596 lying on a curve concave to the Northwest having a radius of 122.70 feet; Thence run Northeasterly along the arc of said curve 75.04 feet and through a central angle of 35°02'26" and is subtended by a chord of 73.88 feet and a chord bearing of N 62°16'20" E to a 1/2" iron rod #4596; Thence run S 63°58'26" E, 31.33 feet to a 1/2" iron rod #4596 lying on a curve concave to the Northwest having a radius of 152.70 feet; Thence run Northeasterly along the arc of said curve 36.79 feet and through a central angle of 13°48'18" and is subtended by a chord of 36.70 feet and a chord bearing of N 34°04'23" E to a 1/2" iron rod #4596; Thence run N 79°47'33" E, 41.58 feet more or less to the Normal High Water line of Lake Mizell, said point lying N 79°47'33" E, 261.12 feet from said Point of Commencement; Thence run Southeasterly along the Normal High Water line of Lake Mizell 688 feet more or less to a point lying S 42°20'17" E, 767.71 feet from said Point of Commencement also being the Point of Beginning of the following described parcel; Thence leaving said Normal High Water line of Lake Mizell run S 65°18'08" W, 387.80 feet more or less to the Normal High Water line of Lake Virginia, said point lying S 12°43'28" E, 747.89 feet from said Point of Commencement, said point to be further referenced as POINT "A"; Thence run Southeasterly along the Normal High Water line of Lake Virginia 100 feet more or less to a point lying S 32°11'07" E, 100.86 feet from said POINT "A"; Thence leaving said Normal High Water line of Lake Virginia run N 65°18'08" E, 425.52 feet more or less to the Normal High Water line of Lake Mizell, said point lying S 51°39'15" E, 112.19 feet from said Point of Beginning; Thence run Northwesterly along the Normal High Water line of Lake Virginia 112 feet more or less to the Point of Beginning. Containing 40,290 square feet or 0.93 acres more or less.

AND

PARCEL 4: Lot 10, T.M. HENKEL ADDITION, as recorded in Plat Book F, Page 61 Public Records of Orange County, Florida less that part thereof conveyed to the City of Winter Park by Deed dated December 23, 1931, recorded in Deed Book 426, Pages 23 and 24 of the Public Records of Orange County, Florida.