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CAPITAL CONNECTION, INC.

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Riverwind at Alafaya Trail, Inc.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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____ LTD Partnership File _____
____ Foreign Corp. File _____
____ L.C. File _____
____ Fictitious Name File _____
____ Trade/Service Mark _____
____ Merger File _____
☒ Art. of Amend. File Cert. _____
____ RA Resignation _____
____ Dissolution / Withdrawal _____
____ Annual Report / Reinstatement _____
☒ Cert. Copy _____
____ Photo Copy _____
____ Certificate of Good Standing _____
____ Certificate of Status _____
____ Certificate of Fictitious Name _____
____ Corp Record Search _____
____ Officer Search _____
____ Fictitious Search _____
____ Fictitious Owner Search _____
____ Vehicle Search _____
____ Driving Record _____
____ UCC 1 or 3 File _____
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Q. GOULLETTE NOV 28 2000

Signature _____

Requested by: _____

Name _____

Date _____

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ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
RIVERWIND AT ALAFAYA TRAIL, INC.

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I. The name of the corporation is RIVERWIND AT ALAFAYA TRAIL, INC.

II. Sections 2 through 12 of the Articles of Incorporation of the corporation are amended in their entirety to read as follows:

2. Purpose. Notwithstanding any provision of these Articles of Incorporation or the bylaws to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Corporation is to engage solely in the activity of acting as a general partner of Riverwind at Alafaya Trail Limited Partnership, a Nevada limited partnership (the "Partnership"), whose purpose is to own certain parcels of real property, together with all improvements located thereon at 100 Riverwind Way, Oveido, Florida 32765 (the "Property") and own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property. The Corporation shall exercise all powers enumerated in the General Corporation Law of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.
3. Stock. The maximum number and class of shares of capital stock this corporation is authorized to have outstanding is 1,000 shares of common capital stock with no par value. The corporation shall have a lien on its shares of stock for any debt or liability incurred to it by a stockholder before being notified of the transfer or levy on such shares.
4. Existence. The corporation shall have perpetual existence. The corporation shall commence existence on the 7th day of November, 2000.
5. Registered Agent. The initial street address in the State of Florida of the initial registered office of the proposed corporation is 3600 NW 43rd St., Suite C-1, Gainesville, Florida, 32606 and the name of its initial registered agent at such address is Waldemar F. Kissel, Jr.
6. Location. The business location and mailing address is 3600 NW 43rd St., Suite C-1, Gainesville, Florida, 32606.
7. Management. Business of the corporation shall be managed by the Board of Directors. The number of Directors and their term of office shall be determined by the By-laws, but shall not be less than three.

8. Incorporator. The name and address of the person signing these Articles of Incorporation as incorporator is as follows: Waldemar F. Kissel, Jr., 3600 NW 43rd St., Suite C-1, Gainesville, Florida, 32606.
9. Affiliated Transactions. The provisions of Fla. Stat. §607.0901 shall not apply to this corporation.
10. Certain Prohibited Activities. Notwithstanding any provision of these Articles of Incorporation or the Bylaws to the contrary, the following shall govern: The Corporation shall only incur or cause the Partnership to incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on any portion of the Property, the Corporation shall not and shall not cause the Partnership to incur, assume, or guaranty any other indebtedness. For so long as the Partnership remains mortgagor of the Property, the Corporation shall not cause the Partnership to dissolve. The Corporation shall not and shall not cause the Partnership to consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the Corporation or Partnership) formed or surviving such consolidation or merger. For so long as any mortgage lien exists on any portion of the Property, the Corporation shall not voluntarily commence a case with respect to itself or cause the Partnership to voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the Board of Directors. For so long as any mortgage lien exists on any portion of the Property, no material amendment to these Articles of Incorporation or to the Corporation's Bylaws nor to the Partnership Agreement or the Certificate of Limited Partnership of the Partnership may be made without first obtaining approval of the mortgagees holding first mortgages on any portion of the Property.
11. Indemnification. Notwithstanding any provision of these Articles of Incorporation or the Bylaws to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Partnership or the Property and shall not constitute a claim against the Corporation in the event that cash flow is insufficient to pay such obligations.
12. Separateness Covenants. Notwithstanding any provision of these Articles of Incorporation or the Bylaws to the contrary, the following shall govern: For so long as any mortgage lien exists on any portion of the Property, in order to preserve

and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in these Articles of Incorporation, the Corporation shall conduct its affairs in accordance with the following provisions:

- i. It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its parent and any affiliate and shall allocate fairly and reasonably any overhead for shared office space.
- ii. It shall maintain separate corporate records and books of account from those of its parent and any affiliate.
- iii. Its Board of Directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions, and in authorizing such actions, shall observe all corporate formalities. The Board of Directors shall include at least one individual who is an Independent Director. As used herein, an "Independent Director" shall be an individual who:
 - (i) is not and has not been employed by the Corporation or any of its respective subsidiaries or affiliates as a director, officer or employee within the five years immediately prior to such individual's appointment as an Independent Director;
 - (ii) is not (and is not affiliated with a company or firm that is) a significant advisor or consultant to the Corporation or any of its subsidiaries or affiliates;
 - (iii) is not affiliated with a significant customer or supplier of the Corporation or any of its subsidiaries or affiliates;
 - (iv) is not affiliated with a company of which the Corporation or any of its subsidiaries or affiliates is a significant customer or supplier;
 - (v) does not have significant personal service contract(s) with the Corporation or any of its subsidiaries or affiliates;
 - (vi) is not affiliated with a tax exempt entity that receives significant contributions from the Corporation or any of its subsidiaries or affiliates;
 - (vii) is not a beneficial owner at the time of such individual's appointment as an Independent Director, or at any time thereafter while serving as Independent Director, of such number of shares of any classes of common stock of the Corporation the value of which constitutes more than 5% of the outstanding common stock of the Corporation; and
 - (viii) is not

a spouse, parent, sibling or child of any person described by (i) through (vii).

- iv. It shall not commingle assets with those of its parent and any affiliate.
- v. It shall conduct its own business in its own name.
- vi. It shall maintain financial statements separate from its parent and any affiliate.
- vii. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of its parent or any affiliate.
- viii. It shall maintain an arm's length relationship with its parent and any affiliate.
- ix. It shall not guarantee or, except to the extent of its liability for the debt secured by such mortgage lien, become obligated for the debts of any other entity, including its parent or any affiliate or hold out its credit as being available to satisfy the obligations of others.
- x. It shall use stationery, invoices and checks separate from its parent and any affiliate.
- xi. It shall not pledge its assets for the benefit of any other entity, including its parent and any affiliate.
- xii. It shall hold itself out as an entity separate from its parent and any affiliate.

For purpose of this Article the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the parent, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the Corporation, its parent, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this Corporation, its parent or any affiliate. For purposes of this definition, control when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or

otherwise; and the terms controlling and controlled have meanings correlative to the foregoing.

"parent" means, with respect to a Corporation, any other Corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the Corporation.

"person" means any individual, Corporation, Partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

III. The foregoing amendment was approved by the unanimous consent of the stockholders, which vote was sufficient for approval thereof on the 27 day of November, 2000.

IV. The foregoing amendment does not provide for an exchange, reclassification or cancellation of issued shares.

IN WITNESS WHEREOF, the undersigned President of this Corporation has executed these Articles of Amendment this 27 day of November, 2000.

RIVERWIND AT ALAFAYA TRAIL, INC.

By: Waldemar F. Kissel, Jr.
Waldemar F. Kissel, Jr., its
President