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June 4, 1999

Corporate Records Bureau
Division of Corporations
Department of State
P.O. Box 6327
Tallahassee, Florida 32301

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-06/07/99--01132--014
*****43.75 *****43.75

Gentlemen:

Re: Amendment to Articles of Incorporation of Windsor Gardens, Inc.

Enclosed are the original and a copy of an Amendment to the Articles of Incorporation of the captioned corporation. Please file the original and return the copy certified.

A check in the amount of \$43.75 is enclosed to cover the \$35.00 filing fee and the \$8.75 fee for the certified copy.

Sincerely yours,

*Amend
6-11-99
MS*

JONES, FOSTER, JOHNSTON & STUBBS, P.A.

By Larry B. Alexander
Larry B. Alexander *(Signature)*

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Enclosures

FILED
99 JUN -7 AM 10:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
WINDSOR GARDENS, INC.**

FILED
99 JUN -7 AM 10:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1006, Florida Statutes, this corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: Amendments adopted: Article XII of the Articles of Incorporation is hereby deleted and replaced with the following:

**ARTICLE XII
Limitations**

Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Corporation, the Corporation shall not, without the unanimous consent of the Board of Directors, do any of the following:

- (i) engage in any business or activity other than those set forth in Article II or cause or allow the Joint Venture to engage in any business or activity other than as set forth in its Joint Venture Agreement;
- (ii) incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than the indebtedness secured by the first lien mortgage with Lasalle National Bank, as Trustee for Morgan Stanley Capital I, Inc., Commercial Mortgage Pass-Through Certificates Series 1998-WFI, as

- Mortgagee, incurred in connection with the acquisition of the Property (the "Mortgage"), other indebtedness expressly permitted therein and normal trade accounts payable in the ordinary course of business;
- (iii) cause the Joint Venture to incur any indebtedness or to assume or guaranty any indebtedness of any other entity, other than the Mortgage, indebtedness permitted thereunder, and normal trade accounts payable in the ordinary course of business;
 - (iv) dissolve or liquidate, in whole or in part;
 - (v) cause or consent to the dissolution or liquidation, in whole or in part, of the Joint Venture;
 - (vi) consolidate or merge with or into any other entity or convey or transfer or lease its property and assets substantially as an entirety to any entity;
 - (vii) cause the Joint Venture to consolidate or merge with or into any other entity or to convey or transfer or lease its Property and assets substantially as an entirety to any entity;
 - (viii) with respect to the Corporation or the Joint Venture, institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against it, or file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator,

assignee, trustee, sequestrator (or other similar official) of the Corporation or the Joint Venture or a substantial part of property of the Corporation or the Joint Venture, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action;


- (ix) amend, alter or modify Articles II, XII, XIII or XIV, of these Articles of Incorporation of the Corporation or approve an amendment of Section 1.2 or Article XII of the Joint Venture Agreement governing the Joint Venture; or
- (x) withdraw as venturer of the Joint Venture.

In addition to the foregoing, the Corporation shall not, without the written consent of the holder of the Mortgage so long as it is outstanding, take any action set forth in items (i) through (vii) and items (ix) and (x).

SECOND: The date of the amendment's adoption is June 1, 1999.

THIRD: The amendment was adopted by the incorporators without shareholder action and shareholder action was not required as no shares have been issued as of the date hereof, in accordance with Section 607.1005, Florida Statutes.

Signed this 1st day of June, 1999.



Larry B. Alexander, Incorporator

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by Larry B. Alexander, who is personally known to me or who has produced a driver's license as identification, this 1st day of June, 1999.

(NOTARY SEAL)



Scott McMullen
MY COMMISSION # CC538756 EXPIRES
March 11, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

Scott McP

Notary Public
Print Name: _____
Commission No.: _____
My commission expires: _____

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