

**ARTICLES OF INCORPORATION  
OF  
WINDSOR PARKE PROPERTY OWNERS ASSOCIATION, INC.  
A CORPORATION NOT FOR PROFIT**

FILED

1993 MAY -7 PM 12:30

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned residents of the State of Florida hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of the laws of the State of Florida, and certify:

**I. NAME.**

The name of this corporation shall be Windsor Parke Property Owners Association, Inc. (the "Association"). The principal business and mailing address is 6900 Southpoint Drive North, Suite 520, Jacksonville, Florida 32216.

**II. PURPOSES.**

The Association does not contemplate pecuniary gain or profit to its member.

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and welfare of the owners of the property within the development referred to as Windsor Parke, as described in the Declaration of Covenants and Restrictions for Windsor Park (the "Declaration") recorded in the current public records of Duval County, Florida, as amended from time to time.

B. To own and maintain, insure, repair and replace any private roadways, lakes, drainage systems and structures, water and sewer utility systems or improvements, parks, sidewalks, access paths, buffer areas, wetlands preserves, conservation areas, structures, landscaping areas, drainage and utility easements, or other lands or interests therein benefiting the Property and the improvements, personal property, and equipment related thereto, that have been designated by the Developer as Common Areas for the principal use or benefit of the Owners.

C. To provide for common services benefiting the Members, or any of them pertaining to the property for which the Association is responsible.

D. To operate without profit for the benefit of its Members.

E. To perform all of the functions contemplated for the Association, and undertaken by the Board of Directors of the Association (the "Board"), as provided in the Declaration.

### III. GENERAL POWERS.

The general powers that the Association shall have are as follows:

A. Exercise all rights, powers and privileges, and perform all duties of the Association from time to time set forth in the Declaration, including the right to enforce all of the provisions of the Declaration pertaining to the Association in its own name.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers or appoint agents where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in real except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against the Property to fund the costs of effectuating the objects and purposes of the Association, to create reasonable reserves for such expenditures, to hold funds solely and exclusively for the benefit of the Members for the purposes set forth in the Declaration and to authorize the Board, in its discretion, to enter into agreements for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the users of Common Area property when such is deemed appropriate by the Board.

G. To pay taxes and other charges, if any, on or against any real or personal property owned, accepted, or maintained by the Association.

H. To maintain, manage, repair, replace and operate all the Common Areas, including but not limited to the street right-of-ways and the stormwater management system and all associated facilities.

I. To reconstruct improvements after casualty and construct further improvements to the Common Areas.

J. Borrow money and, with the approval of two-thirds (2/3) of each class of members, mortgage, pledge, hypothecate, assign,

grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

K. With the approval of two-thirds (2/3) of each class of members, participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.

L. Contract with others for performance of the Association's management and maintenance responsibilities under the Declaration and for the furnishing of services or materials for the benefit of the Owners or the Property consistent with the provisions of the Declaration.

M. In general to have all powers conferred upon a not for profit corporation by the laws of the State of Florida, except as prohibited herein, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration, or these Articles, or reasonably necessary, convenient, or desirable to exercise of any right, power, or privilege so granted.

#### IV. MEMBERS.

A. The Members shall consist of the Owners, including the Developer, of parcels within the Property and all such Owners shall be Members of the Association. In the event that any portion of the Property is owned by more than one person or by a corporation or other entity, such persons or entity shall constitute one (1) Member and shall designate a representative as provided in Section D of Article IV herein to represent the interests of such Member. No fractional votes shall be permitted.

B. Each such membership is appurtenant to the parcel upon which it is based and is transferred automatically by conveyance of title whereupon the membership of the previous Owner automatically terminates. Except as hereinafter provided regarding Developer, membership in the Association may not be transferred or encumbered except by the transfer of title to a parcel within the property.

C. The Association has two classes of voting membership:

1. Class A. So long as there is Class B membership, Class A members are all Owners except Developer. Class A members are entitled to one vote for each Residential Dwelling Unit assessment equivalent ("RDU Assessment Equivalent") applicable to the portions of the Property owned by the Member in accordance with the provisions of the Declaration. Upon termination of Class B Membership, Class A members are all Owners, including Developer so long as Developer is a member of the Association.

2. Class B. The Class B member is Developer who is entitled to one vote for each RDU Assessment Equivalent applicable to improved portions of the Property that are Apartment Tracts, Commercial Tracts, Hotel Tracts, Residential Dwelling Units or Residential Lots owned by Developer, and three votes for each RDU Assessment Equivalent applicable to other portions of the Property owned by Developer. For the purpose of determining the voting rights of the Developer, determinations of the appropriate classification for unimproved portions of the Property owned by Developer shall be made in accordance with the Master Plan and the P.U.D., as amended from time to time. The provisions of Article V, Section 7 of the Declaration exempting portions of the Property owned by the Developer from the Association's assessments during the Development Period (as defined therein) do not affect the calculation of the Class B Member's voting rights under these Articles. Upon the conveyance of an unimproved portion of the Property by Developer to another party, the total votes allocated to the Developer shall be recalculated based on the remaining portions of the Property owned by the Developer. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (ii) the date upon which the Class B voting rights are waived in writing by the Class B Member; or (iii) ten (10) years from the date that the Declaration is recorded in the Public Records of Duval County, Florida.

D. When any portion of the Property is owned by two (2) or more persons or an entity or entities, whether as fiduciaries or in any other manner of joint or common ownership, such persons or entities shall designate a representative among them who shall be authorized to exercise the vote or votes attributable to such portion of the Property, which shall be evidenced by a written voting certificate signed by each of the Owners and filed with the Secretary of the Association. Notwithstanding the foregoing, if title to any Residential Lot or Residential Dwelling Unit is held by husband and wife, either co-owner is entitled to cast the vote for such Residential Lot or Residential Dwelling Unit, unless a written voting authority has been filed with the Association designating a voting co-owner.

#### V. ASSESSMENTS.

The Association shall obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration, as supplemented by the provisions of these Articles and the Bylaws of the Association relating thereto.

## VI. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board consisting of not less than three (3) nor more than nine (9) directors (the "Directors") provided there shall always be an odd number of directors. Until the termination of the Class B Membership, the Class B Member shall have the right to appoint a majority of the members of the Board of Directors of the Association. So long as the Developer shall have the right to appoint members of the Board, Directors appointed by the Developer need not be Members of the Association and need not be residents of the State of Florida. Thereafter, all Directors elected by the Members shall be Members of the Association. For purposes of director qualifications, in the event that an Owner is not a natural person, the general partners of a general partnership, the general partner of a limited partnership, and the directors and officers of a corporation, as applicable, shall be deemed Members of the Association.

B. Beginning at the first annual election of a majority of the Board of Directors by the Class A members, the term of office of the one-third (1/3) of the elected Directors receiving the most votes shall be established at two (2) years with the remaining directors serving an initial term of one year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the votes of the Members; provided, however, that any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member, and may be removed from office and a successor Director may be appointed, at any time only by the Class B Member. Elections shall be by plurality vote.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

Name

Address

Gus Sankers

6900 Southpoint Drive, N.  
Jacksonville, Fl. 32216

Alec Alexander

6900 Southpoint Drive, N.  
Jacksonville, Fl. 32216

Duncan O. Bowman

6900 Southpoint Drive, N.  
Jacksonville, Fl. 32216

VII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. The Board may from time to time by resolution create such other offices as it deems desirable. Any two (2) or more offices, except the offices of President and Secretary, may be held by the same person. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President: Gus Sankers  
Vice President: Alec Alexander  
Treasurer and Secretary: Duncan Bowman

VIII. CORPORATE EXISTENCE.

The Association shall have perpetual existence.

IX. BYLAWS .

The Association's By-Laws initially will be adopted by the Board of Directors. The Developer shall have the right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person to amend the By-Laws: (i) to comply with any requirements of a governmental agency, institutional First Mortgagee, or other Person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, incur, guaranty, or purchase mortgage loans secured by a Lot; or (ii) to cure any ambiguity or error or any inconsistency between the By-Laws and the other Legal Documents. The By-Laws may also be amended or rescinded by a majority vote of a quorum of both classes of members present at any regular or special meeting duly called and convened provided that for so long as Developer owns and holds any portion of the Property for sale in the ordinary course of business, all amendments must be approved by Developer in writing, and provided further, if the Federal Housing Authority or the Veterans Administration has guaranteed or insured any mortgage loans for Lots within the Property, then the FHA/VA has the right to veto any amendments of the By-Laws for so long as there is a Class B membership.

X. AMENDMENTS TO ARTICLES OF INCORPORATION .

Section 1. Regulatory Compliance. The Developer shall have the right without the joinder or consent of any Owner, the

Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person to amend these Articles: (i) to comply with any requirements of a governmental agency, institutional First Mortgagee, or other Person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; or (ii) to cure any ambiguity, error, or any inconsistency between these provisions and the other Legal Documents.

Section 2. Other Amendments. Other amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, except that each such amendment must have the approval of two-thirds (2/3) of each class of members, and the written approval of Developer for so long as Developer owns and holds any portion of the Property for sale in the ordinary course of business, and for so long as there is a Class B membership the approval of the Federal Housing Authority or Veterans Administration, provided that either organization has insured or guaranteed mortgage loans for Lots within the Property.

#### XI. INCORPORATORS.

The names and addresses of the subscribers to these Articles of Incorporation are set forth as follows:

Bert C. Simon, Esquire  
Gartner, Brock and Simon  
1660 Prudential Drive, #203  
Jacksonville, Florida 32207

Gus Sankers  
Group IV Properties, Inc.  
6900 Southpoint Drive, North  
Jacksonville, Florida 32216

Duncan Bowman  
Group IV Properties, Inc.  
6900 Southpoint Drive, North  
Jacksonville, Florida 32216

#### XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, (other than one by or in the right of the Association to procure a judgment in its favor) brought to impose a liability or penalty on such person for any act alleged to have been committed by such person in his capacity as director or officer of the Association,

or in his capacity as director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XIV. DISSOLUTION OF THE ASSOCIATION.

A. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board, and, if a decree of dissolution is necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes, Chapter 617, or statute of similar import, and approved by two-thirds (2/3) of the votes of each Class of the Association's membership.

B. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. The Common areas, as defined in the Declaration, shall be conveyed to the Association's successor not for profit corporation, if any, or otherwise dedicated to the City of Jacksonville, or its successor, unless the City refuses to accept such dedication.

2. In the event the Common Area, or any portion thereof, shall not be so conveyed or dedicated all remaining Common Area shall be distributed among the members as tenants in common, with each member's share of the assets to be determined proportionately in accordance with its voting rights.

C. In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the stormwater management system and discharge facilities located within the Property is assumed by an entity acceptable to the St. Johns River Water Management District, Florida Department of Environmental Regulation, or other governmental authority having jurisdiction, pursuant to the applicable requirements of the Florida Administrative Code.

XV. VOTING REQUIREMENTS.

Section 1. Percentage Requirements. Unless any provision of these Articles, the Declaration or the By-Laws expressly requires the approval of both classes of the membership or of the Developer or any other Person, the majority vote of those members present and voting at a duly called and convened meeting shall constitute the act of the membership. If any provision of these Articles, the Declaration, or the By-Laws expressly requires the approval of both classes of membership, and in the absence of an express provision requiring a specified percentage of the total votes eligible to be cast by either or both classes of membership, the majority vote of those members of each class present and voting at a meeting duly called and convened is sufficient to constitute the act of that class.

Section 2. Two-Thirds of Class. Any of the following constitute extraordinary actions that must be approved by two-thirds (2/3) of each class of members and by Developer for so long as Developer is a member of the Association: (i) any mortgaging or conveyance of this Association's property; (ii) any merger or consolidation of this Association; (iii) any dissolution of this Association; (iv) amendment of these Articles of Incorporation.

Section 3. Two-thirds of Those Present. Any of the following constitute extraordinary actions that require the approval of two-thirds (2/3) of the Class A members present in person or by proxy and of Developer for so long as Developer is a member of the Association: (i) any special assessment as provided in the Declaration; and (ii) the purchase of additional lands to be owned by the Association for the benefit of the Owners.

Section 4. Notice, Proxies, and Quorum Requirements. Written notice of all meetings of the membership must be given to all Owners not less than 15 days nor more than 45 days in advance of such meeting. The presence of members or proxies entitled to cast at least one-third (1/3) of the votes of each class, if such action must be approved by both classes, or of the Class A members, if such action must be approved by both classes, or of the Class A members, if such action must be approved only by Class A members, shall constitute a quorum. If the required quorum is not forthcoming, the members present shall have the power to adjourn the meeting, from time to time without notice other than

announcement at the meeting, until the required quorum shall be present or represented. Proxies must be registered with the Secretary of the Association prior to members meetings. No Owner may hold more than five (5) proxies.

Section 5. Written Action. Any action that may be taken at any membership meeting, including any Extraordinary Action enumerated in this Article, may be taken without a meeting, without prior notice, and without a vote if: (i) written consent, setting forth the action so taken, is signed by those Owners entitled to exercise or take such action at a meeting; and (ii) within 10 days after obtaining such written consent, notice thereof is given to those members who have not so consented in writing.

Section 6. Certificate. An instrument signed by any executive officer of this Association, and attested by the Association's Secretary under the Association's seal, is conclusive that any required approval has been obtained in the manner provided in these Articles as to Persons without actual knowledge to the contrary.

#### XVI. OTHER APPROVALS.

All of the following actions require the prior approval of the Developer (for so long as Developer is a member of the Association), and, as the same may be required while there is a Class B membership, the Federal Housing Administration, the Veterans Administration and the United States Department of Housing and Urban Development: (a) amendment of the Articles of Incorporation of the Association or of the Declaration, except as expressly provided in Article VII, Section 7(a) of the Declaration; (b) dedication or encumbering of all or any portion of the Common Areas; (c) the merger, consolidation, or dissolution of the Association; and (d) the annexation of additional lands or the extension of the provisions of the Declaration to lands other than the property.

#### XVII. INITIAL REGISTERED AGENT.

The initial registered agent of the Association is Bert C. Simon, Esquire who maintains an office at 1660 Prudential Drive, Suite 203, Jacksonville, Florida 32207.

XVIII. Interpretation. Reference is made to the terms and provisions of the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. All terms defined in the Declaration have the same meaning where used in these Articles, and the rules of interpretation set forth in the Declaration apply to the interpretation, construction, application, and enforcement of these Articles. By subscribing and filing these Articles, the incorporators intend their provisions to be consistent with the provisions of the Declaration and to be

interpreted, construed, applied, and enforced with those of the Declaration to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 30 day of April, 1993.

Signed, sealed and delivered in the presence of:

Deborah R. Ray

By: Bert C. Simon  
Bert C. Simon

Print Name Deborah R. Ray

Diane L.A. Tufo

Print Name DIANE L.A. TUFO

STATE OF FLORIDA )  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 30 day of April, 1993, by Bert C. Simon, the Incorporator of WINDSOR PARKE PROPERTY OWNERS ASSOCIATION, INC.



DEBORAH R. RAY  
MY COMMISSION # CC257119 EXPIRES  
February 19, 1997  
BONDED THRU TROY FAH INSURANCE, INC.

Deborah R. Ray  
Notary Public, State of Florida  
at Large. Deborah R. Ray  
My commission expires:

By: Gus Sankers  
Gus Sankers

Alex Alexander

Print Name Alex Alexander

Duncan Bowman

Print Name DUNCAN BOWMAN

STATE OF FLORIDA )  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 30 day of April, 1993, by Gus Sankers, the Incorporator of WINDSOR PARKE PROPERTY OWNERS ASSOCIATION, INC.

Deborah R. Ray  
Notary Public, State of Florida  
at Large. Deborah R. Ray

My commission expires:



DEBORAH R. RAY  
MY COMMISSION # CC257119 EXPIRES  
February 19, 1997  
BONDED THRU TROY FAH INSURANCE, INC.

Alec Alexander

Print Name ALEC ALEXANDER

Duncke Lead

Print Name DUNCKE LEAD

By: Duncan Bowman  
Duncan Bowman

STATE OF FLORIDA )  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 30 day of April, 1993, by Duncan Bowman, the Incorporator of WINDSOR PARKE PROPERTY OWNERS ASSOCIATION, INC.



DEBORAH R. RAY  
MY COMMISSION # CC257119 EXPIRES  
February 19, 1997  
BONDED THRU TROY FAHN INSURANCE, INC.

Deborah R. Ray  
Notary Public, State of Florida  
at Large. Deborah R. Ray

My commission expires:

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED: WINDSOR PARKE PROPERTY OWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT THE CITY OF JACKSONVILLE, STATE OF FLORIDA, HAS NAMED BERT C. SIMON, LOCATED AT 1660 PRUDENTIAL DRIVE, SUITE 203, JACKSONVILLE, FLORIDA 32207, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

WINDSOR PARKE PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]

Dated: 5-03-93

FILED  
1993 MAY -7 PM 12:30  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

[Signature]  
Resident Agent

Dated: May 5, 1993