

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WINDTREE GARDENS CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 20, 1983.

The charter number for this corporation is 768060.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 25th day of April, 1983.



CER-101

George Firststone
Secretary of State

Exhibit D

0-1

APR 20 3 12 PM '83

CLERK OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

WINDTREE GARDENS CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, and hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME AND PRINCIPAL PLACE OF BUSINESS OF THE CORPORATION

The name of this corporation, hereinafter called the "Association," shall be WINDTREE GARDENS CONDOMINIUM ASSOCIATION, INC. Its principal office and place of business shall be at
300 East Highway 50
Winter Garden, FL 32787

The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for WINDTREE GARDENS, A CONDOMINIUM, located in Orange County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act, now or hereafter in effect, except as otherwise limited, if at all, by these Articles, and all powers and duties reasonably necessary to administer, govern and maintain the condominium pursuant to the Declaration of Condominium as it may be amended from time to time, including, but not limited to, the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used solely to pay:

- (1) The cost of operation, maintenance, preservation,

Exhibit D-2

enhancement or repair of the condominium property and other costs related thereto, and

(2) The cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium (all thereof, in the event that the Association undertakes no other activities). To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the unit owners to be expended solely for the aforesaid purposes or, upon any termination of the condominium, the unexpended portion shall be added to the common surplus for disbursement to the unit owners.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate all condominium property.

(d) To purchase insurance upon condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.

(e) To improve condominium property further and, after casualty, to reconstruct improvements.

(f) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of family units as may be provided by the Declaration of Condominium and by the By-Laws of the Association.

(g) To enforce by legal means the provisions of the condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association, and the regulations for the use of the property of the condominium.

(h) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repairs and replacement of the common elements with funds as shall be made

available by the association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

(j) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

(k) To encumber, lease or grant other possessory or use interests in any and all property which the Association may acquire or control, including but not limited to any recreational facilities.

(l) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

(m) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(n) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(o) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(p) To enact rules and regulations concerning the use and enjoyment of the units, the common elements and of the property owned by the Association.

Section 3. Any officer or director individually or any firm or corporation of which any officer or director shall be a member,

stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that he or such firm or corporation so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall be in any way affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

ARTICLE III - QUALIFICATION OF MEMBERS
AND THE MANNER OF THEIR ADMISSION

Section 1. The subscribers constitute the sole members of this Association until the recording of a Declaration of Condominium naming this Association as the association thereunder. Upon the recording of the Declaration, Windtree Gardens Condominium Association, Inc. shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a unit is issued, the owner thereof shall become a member.

Section 2. Ownership of a condominium unit shall be a prerequisite to exercising any rights as a member. A condominium unit may be owned by more than one person or by a corporation, association, partnership or trust.

Section 3. Membership shall not be transferrable, except as provided herein or in any Declaration of Condominium naming this Association as the association thereunder. The membership of any unit owner shall terminate upon the termination of his condominium, or upon transfer of his ownership in the unit, provided the transfer is accomplished in accordance with the provisions of the Declaration of Condominium. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the unit, subject to a lien thereon for all undischarged assessments,

charges and expenses. The Association may rely on a recorded deed as evidence of transfer of a unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE V - NAME AND RESIDENCES OF THE SUBSCRIBERS

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

L. M. Folsom	P.O. Box 1332 Winter Garden, FL 32787
William L. Canole	8943 Bay Cove Court Orlando, FL 32811
Joseph P. Rouadi	150 Minnehaha Circle Maitland, FL 32751

ARTICLE VI - OFFICERS

Section 1. The officers of the Association shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time.

Section 2. The names of the officers who are to serve until the first election are:

L. M. Folsom	President
William L. Canole	Vice President
Joseph P. Rouadi	Secretary/Treasurer

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board. Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Board either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of

not less than three (3) nor more than nine (9) persons.

Section 2. The names of the initial Board of Directors and their terms of office are as follows:

L. M. Folson	1 Year
William L. Canole	1 Year
Joseph P. Rouadi	1 Year

Section 3. At the expiration of the term of such initial Director, his successor shall be elected by the members of the Association to serve for a term of one (1) year. A director shall hold office until his successor has been elected and qualified.

Section 4. Directors may be removed with or without cause, by a two-thirds (2/3rds) vote of the membership at any annual meeting or any special meeting duly called therefore.

Section 5. In the event of a vacancy on the Board by reason of death, resignation or otherwise, a majority of the Board of Directors is authorized to fill the vacancy until the next annual meeting. If, after a written request of any member of the Association that the vacancy be filled, the Board fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the Association at a duly called meeting.

Section 6. Annual meetings of the Board shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Board may be called by the President, Secretary, or a majority of the Board upon notice by telegram or by United States mail to each Director sent at least three (3) days prior to the date of the meeting. A majority of the Directors, by waiving notice of a special meeting or consenting to or taking any action, may cause such action to be taken without a formal meeting.

ARTICLE VIII - BY-LAWS

The By-Laws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified or rescinded by the action or approval of the members of the Association, except that any such change of the By-Laws shall

having been, a member of the Board of Directors or officer of the Association, whether or not he is a member of the Board of Directors or officer at the time such expenses are incurred, except that there shall be no indemnification if a director or officer is adjudged guilty of willful misfeasance or malfeasance.

ARTICLE XII - SEVERABILITY

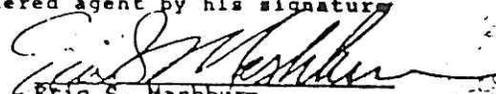
Should any paragraph, sentence, phrase, or portion thereof, of any provision of these Articles or of the By-Laws or rules and regulations be held invalid, it shall not affect the validity of the remaining parts thereof or of the remaining instruments.

ARTICLE XIII - APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

This corporation designates as its registered agent and registered office:

Eric S. Mashburn, 102 East Maple Street, Winter Garden, Florida, 32787

who accepts this designation as registered agent by his signature below.

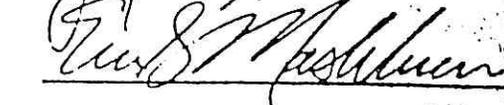

Eric S. Mashburn

IN WITNESS WHEREOF, the undersigned, L. M. Polson,

William L. Canole and Joseph P. Rouadi

being the Subscribers to these Articles of Incorporation of WINDTREE GARDENS CONDOMINIUM ASSOCIATION, INC., as herein set forth, and Eric S. Mashburn as registered agent for the corporation, do hereby make and file these Articles of Incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly, we have hereunto set our hands and seal this 24 day of November A.D. 1982.



Section 3. All members of the Association shall be entitled to vote upon matters affecting the Association, its property, and other possessory interests or uses and election of Directors.

Section 4. A membership shall be deemed to be in "good standing" and "eligible to vote" at any meeting if, and only if, the member shall have fully paid at least two (2) days prior to the date fixed for the meeting, all assessments made or levied against the unit by the Directors or the Declaration, together with all interest, costs, attorneys' fees and other expenses and penalties, if any, properly chargeable against the family unit.

ARTICLE XI - ADDITIONAL PROVISIONS

Section 1. No officer, Director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium naming this Association as the association thereunder.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, Directors or officers. The Association may pay compensation in a reasonable amount to its members, Directors or officers for services rendered, may confer benefits upon its members in conformity with its purpose, and upon dissolution or final liquidation may make distributions to its members as permitted by the court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Section 4. Every member of the Board of Directors and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved, by reason of his being, or

not affect the rights or interests of the Developer of the condominium or the mortgagees of any condominium property or family unit without the written consent of the Developer or the mortgagee, respectively, to the extent such written consent may be required by the Developer or mortgagee. The manner of altering, modifying, amending or rescinding the By-Laws shall be provided for in the By-Laws.

ARTICLE IX - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a two-thirds (2/3rds) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A two-thirds (2/3rds) vote of the membership cast at a duly called meeting shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members and the joinder of all record holders of mortgages upon any condominium property or upon property held by the Association. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium of the condominium governed by this Association.

ARTICLE X - VOTING

Section 1. Each member in good standing shall be entitled to one vote. Any unit owned by more than one person or by a corporation, partnership, or trust shall be entitled to only one vote, to be cast by a designee of the holder or holders. If the designation is not filed with the Secretary prior to the commencement of the meeting in which the vote may be exercised, the unit shall not be voted. The designation may be drawn to apply to a specific meeting or to any and all meetings until revoked by the owner or owners of the unit.

Section 2. Votes may be cast either in person, by proxy or by a voting trustee or trustees, each of whom may, but need not, be an officer or director of the Association, or affiliated with the developer. All proxies and voting trust agreements must be in writing and filed with the Secretary at least two (2) days before the time appointed for each meeting. If a proxy or voting trust agreement is applicable to more than one meeting, refiling shall not be required prior to each meeting.

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, on this day personally appeared
L. M. Folsom, William L. Canole and Joseph P. Rouadi
to me well known to be the persons described in and who executed the foregoing Articles of Incorporation, and, after being first duly sworn, they acknowledged before me that they executed the same, freely and voluntarily, and for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22 day of November, A.D. 1982.

(NOTARIAL SEAL)

Bernadette J. Comb
Notary Public
My Commission Expires:
March 11, 1983

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, on this day personally appeared
Eric S. Mashburn
to me well known to be the person described in and who executed the foregoing Articles of Incorporation, and, after being first duly sworn, he acknowledged before me that he executed the same, freely and voluntarily, and for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13 day of April, A.D. 1983.

(NOTARIAL SEAL)

Audith M. Mashburn
Notary Public
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Oct. 8, 1983
Amended Notary Public License, Inc.