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Prepared by and return to:

Dayna G. Duncan, Esq.
Foley & Lardner LLP
One Independent Drive, Suite 1300
Jacksonville, Florida 32202
025961/0109

Handwritten: J. L. Felt (LTV)

COPY

**THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE COTTAGES AT WINDING CREEK, A CONDOMINIUM**

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COTTAGES AT WINDING CREEK, A CONDOMINIUM (the "Amendment"), is made as of September 24, 2009, by **COTTAGES AT WINDING CREEK, LTD.**, a Florida limited partnership (the "Developer").

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BACKGROUND FACTS

A. Developer is the developer under that certain Declaration of Condominium of The Cottages at Winding Creek, a Condominium, recorded in Official Records Book 3001, page 682, in the public records of St. Johns County, Florida (as amended, the "Declaration"). All defined terms used in this Amendment shall have the same meaning as those ascribed to them in the Declaration.

B. The existing Articles of Incorporation are attached to the Declaration as **Exhibit C** (the "Original Articles").

C. The Board of Directors and membership of the Association have approved an amendment to the Original Articles, which amendment was required for compliance with the rules and regulations of the Department of Housing and Urban Development.

D. Pursuant to its authority under Section 15(g) of the Declaration, the Developer hereby desires to amend the Declaration by replacing the Original Articles with those certain Amended and Restated Articles of Incorporation of the Cottages at Winding Creek, a Condominium Association, Inc. (the "Amended and Restated Articles"), attached to this Amendment as **Exhibit A**.

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AMENDMENT

In accordance with the terms of the Declaration and the requirements of the Condominium Act of the State of Florida, the Developer hereby amends the Declaration as follows:

1. Background Facts. The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.
2. Amended and Restated Articles. The Original Articles attached as Exhibit C to the Declaration are hereby deleted in its entirety and replaced with the Amended and Restated Articles attached to this Amendment as Exhibit A.
3. Effect. Except as specifically amended herein, the Declaration shall remain in full force and effect.

[The remainder of this page was left blank intentionally. Signature page to follow.]

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IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

COPY

COTTAGES AT WINDING CREEK, LTD.,
a Florida limited partnership

By: Cottages at Winding Creek, LLC,
a Florida limited liability company
Its General Partner

By: Vestcor, Inc., a Florida Corporation
Its Manager

Jaime Friedman
Print Name: Jaime Friedman
Kimberly Martin
Print Name: Kimberly Martin

By: *William L. Morgan*
William L. Morgan
Vice President
Address: 3020 Hartley Road, Suite 300
Jacksonville, FL 32257

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24th day of September, 2009, by William L. Morgan, as Vice President of Vestcor, Inc., a Florida corporation, Manager of Cottages at Winding Creek, LLC, a Florida limited liability company, general partner of Cottages at Winding Creek, Ltd., a Florida limited partnership, acting on behalf of the limited partnership. He is personally known to me or produced as identification.

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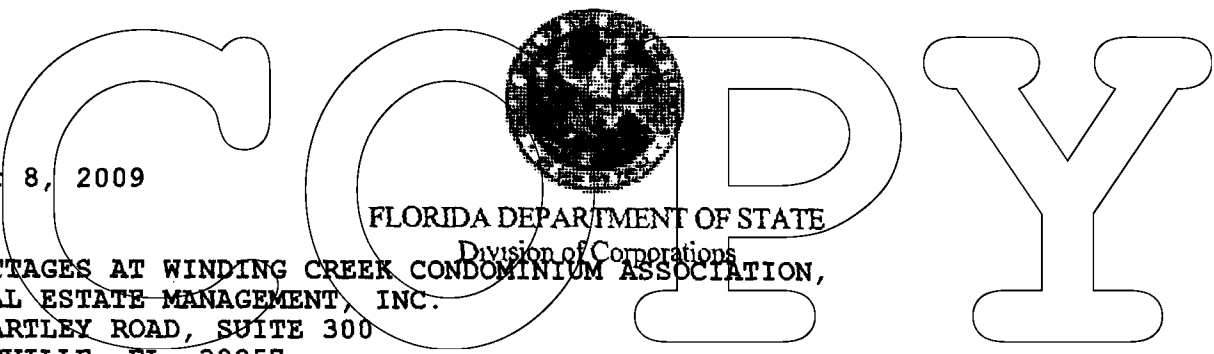
Deborah M. Smith
NOTARY PUBLIC
Print Name: _____
Serial Number: _____
My Commission  DEBORAH M. SMITH
MY COMMISSION # DD 845149
EXPIRES: December 22, 2012
Bonded Thru Budget Notary Services

EXHIBIT A
Amended and Restated Articles
COPY

COPY

COPY



October 8, 2009

FLORIDA DEPARTMENT OF STATE
Division of Corporations

THE COTTAGES AT WINDING CREEK CONDOMINIUM ASSOCIATION,
JDR REAL ESTATE MANAGEMENT, INC.
3020 HARTLEY ROAD, SUITE 300
JACKSONVILLE, FL 32257

Re: Document Number N07000007385

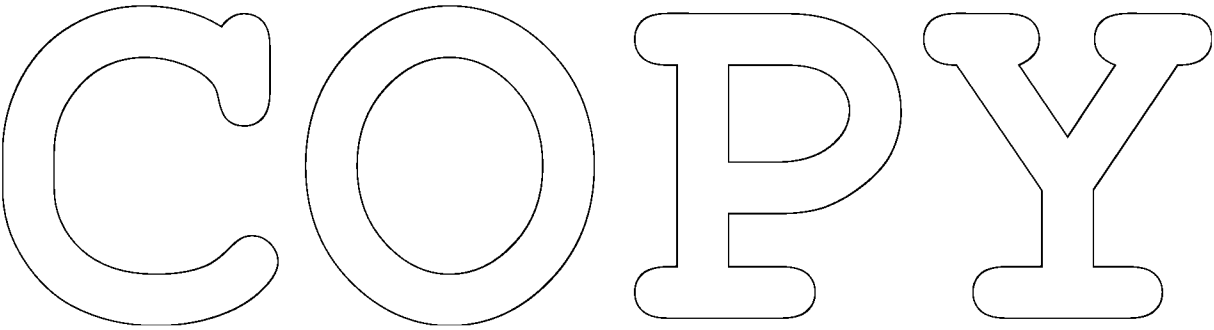
The Amended and Restated Articles of Incorporation for THE COTTAGES AT WINDING CREEK CONDOMINIUM ASSOCIATION, INC., a Florida corporation, were filed on October 7, 2009.

This document was electronically received and filed under FAX audit number H09000213809.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Sylvia Gilbert
Regulatory Specialist II
Division of Corporations

Letter Number: 109A00032485



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**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF**

**THE COTTAGES AT WINDING CREEK
CONDOMINIUM ASSOCIATION, INC.**

(A Corporation not for Profit)

This corporation was incorporated on July 26, 2007, under the name THE COTTAGES AT WINDING CREEK CONDOMINIUM ASSOCIATION, INC. (the "Corporation"). Pursuant to Article X of the Articles, these Amended and Restated Articles of Incorporation were proposed by a resolution adopted by 2/3 vote of the Board of Directors on September 10, 2009, and approved by the membership of the Association on September 10, 2009. The number of votes cast by the membership of the Association was sufficient for approval of these Amended and Restated Articles of Incorporation.

The Amended and Restated Articles of Incorporation of the Corporation hereby amend and restate those Articles of Incorporation filed on July, 26, 2007 in their entirety as follows:

ARTICLE I

NAME AND REGISTERED OFFICE OF THE CORPORATION

The name of this corporation, hereinafter called the "Association", shall be THE COTTAGES AT WINDING CREEK CONDOMINIUM ASSOCIATION, INC. Its principal place of business shall be at 3020 Hartley Road, Suite 300, Jacksonville, Florida 32257. Its registered office shall be One Independent Drive, Suite 1300, Jacksonville, Florida 32202-5017. 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 THE COTTAGES AT WINDING CREEK, A CONDOMINIUM (the "Condominium"), located in St. Johns County, Florida. In addition, the general nature of business to be conducted by the Association shall also include and be the operation and management of the affairs and property of any additional condominium(s) which may be developed as part of the Condominium project, and the Declaration(s) of Condominium of which names the Association as an entity to operate and manage the affairs of such condominium(s) and to perform all acts provided in the Declaration(s) of Condominium of such additional condominium(s).

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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, 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 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), and (3) to pay all other common expenses as described in the Declaration of Condominium. 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 members 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 members or for maintenance reserves, at the discretion of the Board of Directors.
- (b) To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.
- (c) To use the proceeds of assessments in the exercise of its powers and duties.
- (d) To maintain, repair, replace and operate all Condominium property.
- (e) To purchase insurance upon Condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.
- (f) To improve the Condominium property further and, after casualty, to reconstruct improvements.
- (g) To enforce by legal means the provisions of the Condominium, the Declaration of Condominium, these Articles, the Bylaws of the Association and the rules and regulations for the use of the property of the Condominium.
- (h) To contract for the maintenance, repair, replacement and operation of any and all of the Condominium properties and to delegate to a management

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contractor or contractors all powers and duties of this Association permitted by law.

- (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, mortgage, lease, convey 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 select depositories for the Association funds.
- (n) 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.
- (o) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.
- (p) 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.
- (q) To enact and enforce rules and regulations concerning the use and enjoyment of the units, the common elements and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities (including the designation of certain spaces for the benefit of particular unit owners).
- (r) To operate and maintain the Common Elements, including to operate, maintain and manage the surface water or stormwater management system in a manner consistent with St. Johns River Water Management District Permit No. 40-109-102086-1, requirements and applicable St. Johns River Water Management District rules, and to assist in the enforcement of the

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Declaration of Condominium which relate to the surface water or stormwater management system.

- (s) All powers of the Association conferred by the Declaration and Bylaws are incorporated into these Articles by reference.

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 the fact that he or such firm or corporation is 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 in any way be 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.

Section 4. Emergency Powers. The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

- (a) In anticipation of or during any emergency defined in section (e) below, the Board of Directors of the Association may:

- (i) Modify lines of succession to accommodate the incapacity of any director, officer, employee or agent of the Association; and
- (ii) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

- (b) During any emergency defined in section (e) below:

- (i) Notice of a meeting of the Board of Directors need to be given only to those directors whom it is practical to reach and may be given in any practical manner, including by publication and radio;

- (ii) One or more officers of the Association present at a meeting of the Board of Directors may be deemed to be directors for the meeting, in order of rank and within the same rank and order of seniority, as necessary to achieve a quorum; and

- (iii) The director or directors in attendance at a meeting shall constitute a quorum.

- (c) Corporate action taken in good faith during an emergency under this section to further the ordinary affairs of the Association:

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(i) Binds the Association; and

(ii) May not be used to impose liability on a director, officer, employee or agent of the Association.

(d) An officer, director, or employee of the Association acting in accordance with any emergency by-laws is only liable for willful misconduct.

(e) An emergency exists for purposes of this section if a quorum of the Association's directors cannot readily be assembled because of some catastrophic event.

ARTICLE III
QUALIFICATION OF MEMBERS AND
THE MANNER OF THEIR ADMISSION

Section 1. The Incorporator constitutes the sole member of this Association until the recording of a Declaration of Condominium of The Cottages at Winding Creek, a Condominium, naming this Association as the association thereunder. Upon the recording of the Declaration of Condominium, The Cottages at Winding Creek, Ltd., a Florida limited partnership (the "Developer"), 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. In addition, all persons owning a vested present interest in the fee title to any of the condominium units of any additional condominium(s) to be operated and managed by the Association, as evidenced by a duly recorded proper instrument in the public records of St. Johns County, Florida shall be members of the Association and their respective memberships shall automatically terminate as their vested interest in the fee title terminates.

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

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration of Condominium. The membership of any unit owner shall terminate upon the termination of the Condominium, or upon transfer of his ownership in the unit, provided the transfer is accomplished in accordance with all 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

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

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ARTICLE V

NAME AND ADDRESS OF THE INCORPORATOR

The name and address of the Incorporator of this Association are as follows:

| <u>Name</u> | <u>Address</u> |
|----------------------|--|
| Richard W. Hawthorne | Foley & Lardner LLP One Independent Drive, Suite 1300 Jacksonville, Florida 32202-5017 |

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. The same person may hold two offices.

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

| <u>Name</u> | <u>Office</u> | <u>Address</u> |
|--------------------------|---------------------|--|
| William L. Morgan | President | 3020 Hartley Road Suite 300 Jacksonville, FL 32257 |
| Thomas A. Schacht | Vice President | 3020 Hartley Road Suite 300 Jacksonville, FL 32257 |
| Kim A. Taylor | Vice President | 3020 Hartley Road Suite 300 Jacksonville, FL 32257 |
| William L. Morgan | Secretary/Treasurer | 3020 Hartley Road Suite 300 Jacksonville, FL 32257 |

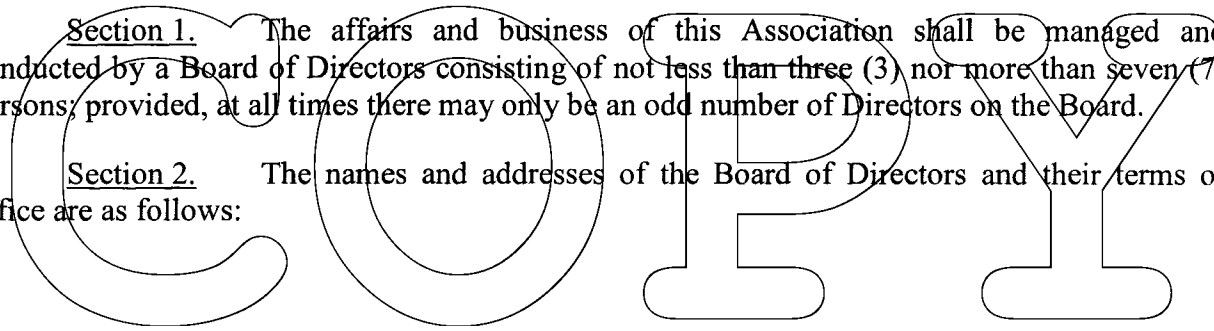
Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with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

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**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 seven (7) persons; provided, at all times there may only be an odd number of Directors on the Board.

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



| <u>Name</u> | <u>Address</u> | <u>Term</u> |
|--------------------------|--|-------------|
| Thomas A. Schacht | 3020 Hartley Road Suite 300 Jacksonville, FL 32257 | 1 year |

| | | |
|--------------------------|--|--------|
| William L. Morgan | 3020 Hartley Road Suite 300 Jacksonville, FL 32257 | 1 year |
|--------------------------|--|--------|

| | | |
|----------------------|--|--------|
| Kim A. Taylor | 3020 Hartley Road Suite 300 Jacksonville, FL 32257 | 1 year |
|----------------------|--|--------|

| | | |
|---------------------------|--|--------|
| Jerrold Michaelson | 225 Bayberry Circle Unit 506 St. Augustine, FL 32086 | 1 year |
|---------------------------|--|--------|

| | | |
|------------------------|--|--------|
| Beverly Simpson | 215 Bayberry Circle Unit 607 St. Augustine, FL 32086 | 1 year |
|------------------------|--|--------|

Section 3. Election of Directors shall be held at the annual members meeting, except as provided hereunto the contrary. At the expiration of the term of each initial director, his successor shall be elected by the members of the Association to serve for a term of one year. A director shall hold office until his successor has been elected and qualified.

Section 4. The election shall be by written ballot or voting machine (unless dispensed with by majority consent of the Units represented at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

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Section 5. Directors may be removed with or without cause and replaced as follows:

(a) Except as to vacancies resulting from removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors even if the remaining directors constitute less than a quorum, provided that all vacancies in directorships to which the directors were appointed by the Developer pursuant to the provisions of Article VII, Section 7, hereof shall be filled by the Developer without the necessity of any meeting.

(b) Any director elected by the members (other than the Developer) may be removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interest. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the voting interest giving notice of the meeting as required for a meeting of the Unit Owners, and the notice shall state the purpose of the meeting.

(i) If the recall is approved by a majority of all voting interests at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or shall proceed as set forth in Subsection (iii) below.

(ii) If the proposed recall is by an agreement in writing by a majority of all voting interest, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or proceed as described in Subsection (iii) below.

(iii) If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division a petition for arbitration pursuant to the procedures set forth in Article X of the Bylaws. For purposes of this section the Unit Owners who voted at the meeting or who executed the

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agreement in writing shall constitute one party in the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board meeting, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members still recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

(iv) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, not withstanding any provision to the contrary contained in this subsection. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with the procedural rules adopted by the Division.

(v) If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective, and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

(c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and the Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

Section 6. Meetings of the Board of Directors at which a quorum of the members is present shall be open to all Association members. Any Association member may tape record or videotape meetings of the Board of Directors subject to reasonable rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Unit owner statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to Association members and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with those 14-day notice requirement shall be made by an affidavit executed by the

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secretary and filed among the official records of the Association. Upon notice to the Association members, the board shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of board meetings shall be posted. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are not subject to the provisions of this paragraph.

Section 7. Proviso. Notwithstanding anything to the contrary contained in this Section 7 or otherwise, the Board of Directors shall consist of three directors during the period that the Developer is entitled to appoint a majority of the directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until the Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When the Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land Sales and Condominiums the name and mailing address of the director(s) elected. The Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors.

- (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (b) one hundred twenty (120) days after the date by which seventy-five percent (75%) of the Units have been conveyed to Unit purchasers;
- (c) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (d) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;
- (e) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;
- (f) when the Developer files a petition seeking protection in bankruptcy;
- (g) when a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment; or

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- (h) seven (7) years after the recordation of the Declaration of Condominium for Phase I of the Condominium, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the board of administration.

The Developer can turn over control of the Association to the Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of the Unit Owners other than the Developer to elect directors and assume control of the Association. Provided at least thirty (30) days' notice of the Developer's decision to cause its appointees to resign is given to the Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

ARTICLE VIII **INDEMNIFICATION OF OFFICERS AND DIRECTORS**

All officers and directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims resulting from willful misconduct or bad faith. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers or directors or arising out of their status as such.

ARTICLE IX **BYLAWS**

The Bylaws 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 Bylaws shall not affect the rights or interests of the Developer, or its successors or assigns, without the written consent of the Developer. Amendment of the Bylaws shall also be subject to the written consent of mortgagees of the Condominium property or Condominium units in accordance with the provisions of the Declaration of Condominium. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

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ARTICLE X
AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A majority vote of the voting interests 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. Such an amendment shall also be subject to the written consent of all record holders of mortgages upon any Condominium property or upon property held by the Association in accordance with the provisions of the Declaration of Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium, or which in any way would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer under these Articles, the Bylaws or the Declaration.

ARTICLE XI
VOTING

Section 1. Each Condominium unit shall be entitled to one vote at the Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of a joint ownership of a Condominium unit, the vote to which that unit is entitled may be exercised by one of such joint owners by agreement of the remainder of the joint owners and in accordance with the terms of the Declaration of Condominium, however, no split voting shall be permitted.

Section 2. Votes may be cast either in person, by proxy as specifically provided herein 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 or its successors or assigns. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Section 718.112(2)(f)2, Florida Statutes; for votes taken to waive financial statement requirements as provided by Section 718.111(13), Florida Statutes; for votes taken to amend the Declaration of Condominium pursuant to Section 718.110, Florida Statutes; for votes taken to amend these Articles of Incorporation or the Bylaws of the Association pursuant to Section 718.112, Florida Statutes; and for any other matter for which the Condominium Act requires or permits a vote of the unit owners. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of the members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Association member executing it.

FAX AUDIT NO.: H090002138093

**ARTICLE XII
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.

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.

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.

**ARTICLE XIII
SEVERABILITY**

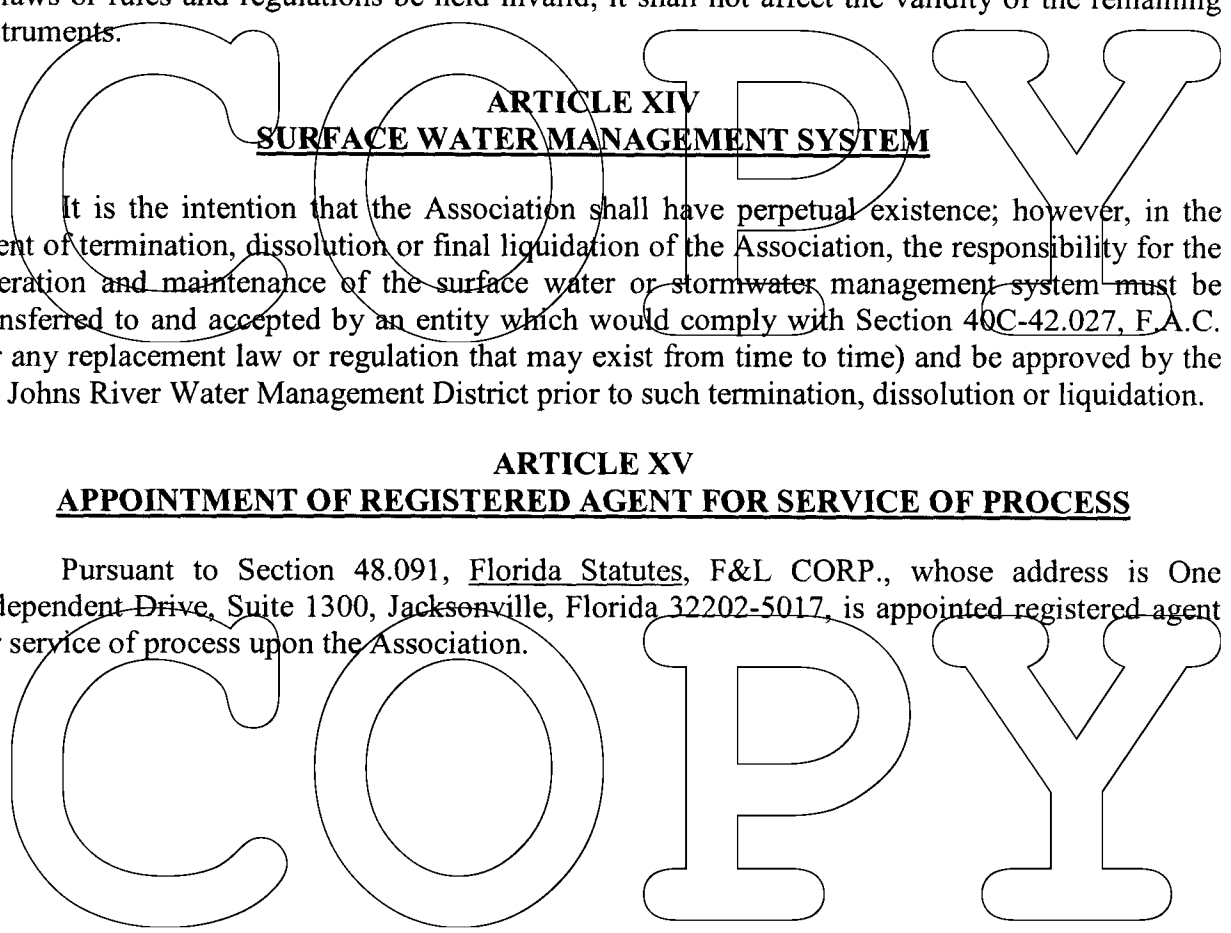
Should any paragraph, sentence, phrase, portion or provision of these articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining instruments.

**ARTICLE XIV
SURFACE WATER MANAGEMENT SYSTEM**

It is the intention that the Association shall have perpetual existence; however, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C. (or any replacement law or regulation that may exist from time to time) and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE XV
APPOINTMENT OF REGISTERED AGENT FOR SERVICE OF PROCESS**

Pursuant to Section 48.091, Florida Statutes, F&L CORP., whose address is One Independent Drive, Suite 1300, Jacksonville, Florida 32202-5017, is appointed registered agent for service of process upon the Association.



FAX AUDIT NO.: H090002138093

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 7th day of October, 2009.

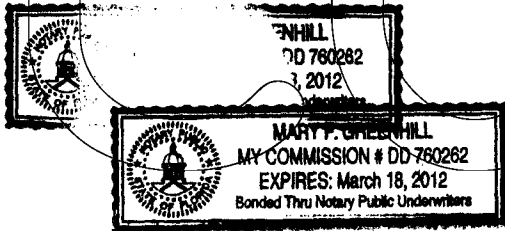
COPY

Matthew G. Breuer

Matthew G. Breuer, as authorized agent of the Board of Directors of The Cottages at Winding Creek Condominium Association, Inc., a Florida corporation not for profit

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this 7th day of October, 2009, by Matthew G. Breuer, as authorized agent of the Board of Directors of The Cottages at Winding Creek Condominium Association, Inc., a Florida corporation not for profit, who is personally known to me and who did not take an oath.



Mary P. Greenhill

Notary Public
Print Name: _____
Serial Number: _____
My Commission Expires: _____

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process within the State of Florida upon THE COTTAGES AT WINDING CREEK CONDOMINIUM ASSOCIATION, INC. at the place designed in Article XV of the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent for the Corporation.

COPY

F&L CORP.

By: *Charles V. Hedrick*

Charles V. Hedrick
Authorized Signatory

Date: October 7, 2009