Articles of Incorporation
Windsor Neighborhood Association

WINDSOR NEIGHBORHOOD ASSOCIATION, INC.

ARTICLES OF INCORPORATION

Exhibit B

Articles of Incorporation of Windsor Neighborhood Association, Inc.

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WINDSOR NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation, filed on January 11, 2000, as shown by the records of this office.

The document number of this corporation is N00000000211.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twelfth day of January, 2000

Katherine Harris

Katherine Harris
Secretary of State

CR2EO22 (1-99)

ARTICLES OF INCORPORATION
OF
WINDSOR NEIGHBORHOOD ASSOCIATION, INC.

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following articles of incorporation.

ARTICLE I: NAME

The name of the corporation is Windsor Neighborhood Association, Inc. For convenience, the corporation shall be referred to in this instrument as "Association", these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

ARTICLE II: PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the Association shall be located at 1110 Douglas Avenue, Suite 2040, Altamonte Springs, Florida 32714.

ARTICLE III: REGISTERED OFFICE AND REGISTERED AGENT

The initial registered office of the Association shall be at 700 N.W. 107th Avenue, Miami, Florida 33172, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be David B. McCain.

ARTICLE IV: PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution of income to its members, directors, or officers, and the specific purposes for which it is formed are to provide for the ownership, operation, maintenance, and preservation of the common driveways, parking areas (if applicable), green areas, the surface water management system for the Windsor Neighborhood, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances and the like (if any), and other common areas in the area to be known as the Windsor Neighborhood in the Tampa Palms North Development (the "Project") located in the City of Tampa, Hillsborough County, Florida, more particularly described in the Declaration referred to below hereinafter referred to as the "Common Areas", and to promote the health, safety, and welfare of the Owners, which constitute the membership of the Association's members and to:

4.1 Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Restrictions and Easements for Windsor Neighborhood (the "Declaration"), as amended from time to time, and recorded or to be recorded in the public records of Hillsborough County, Florida; said Declaration incorporated herein as if set forth at length;

4.2 Fix, levy, collect, and enforce payment by any lawful means, all Assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

4.3 Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

4.4 Borrow money, and with the assent of 2/3 of each class of Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

OR BK 10047 PG 1858

4.5 Dedicate, sell, or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by 2/3 of each class of Members, agreeing to such dedication, sale or transfer;

4.6 Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger or consolidation shall have the assent of 2/3 of each class of Members;

4.7 To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to contract for the management and maintenance of the Common Areas 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, repair, and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The Association shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and the execution of contracts on behalf of the Association;

4.8 To collect on behalf of the Community Association all assessments due the Community Association, which may include all of the charges due to the owner of the recreational facilities from the Members.

4.9 To sue and to be sued.

4.10 Have and to exercise any and all powers, rights, and privileges which a corporation organized under the corporation not for profit law of the State of Florida by law may now or hereafter have to exercise.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

5.I Membership. Every person or entity who is an Owner of a Lot (as defined below) and the Declarant shall be a Member of the Association. Notwithstanding the foregoing, any such person or entity that merely holds record ownership as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall not be assignable, except to the successor-in-interest of the Member.

5.2 Voting Rights. Voting shall be in accordance with Section 4.2 of the Declaration.

5.3 Multiple Ownership. When more than one person or entity shall at any time be the Owner of a Lot subject to a membership interest, the vote attributed to such Lot shall be exercised as such Owners mutually determine and such Members cannot split or divide their Lot's vote on any motion, resolution, ballot or otherwise. In the event that such Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any one of such Owners casts a vote, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted, but rather, all such votes shall be deemed void.

5.4 Membership. Membership shall be appurtenant to and inseparable from ownership of a Lot. Transfer of Lot ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

ARTICLE VI: INCORPORATOR

The name and address of the incorporator of these Articles is Robert S. Freedman, Carlton Fields, One Harbour Place, Tampa, Florida 33602.

ARTICLE VII: BOARD OF DIRECTORS

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

Richard Leatham	4902 Eisenhower Blvd., #100 Tampa, FL 33634
James Bartoletta	19001 Sunlake Boulevard Lutz, FL 33549
Debora L. Hudrlik	4902 Eisenhower Blvd., #100 Tampa, FL 33634

7.2 The affairs of the Association shall be managed by a Board of Directors composed of not less than 3 nor more than 5 persons. The first Board of Directors shall have 3 members, and in the future the number will be determined from time to time in accordance with the provisions of the By-Laws of the corporation. The number of Directors on the Board of Directors shall always be an odd number.

At the first annual meeting following the cessation of the Class B membership, the Members shall elect 2 directors for a term of one year, 2)directors for a term of 2 years, and one director for a term of 3 years. The Candidate receiving the largest number of votes shall serve as director for 3 years; the two candidates receiving the second and third largest vote shall serve as directors for 2 years; and the 2 candidates receiving the fourth and fifth largest vote shall serve as directors for one year. At each annual meeting thereafter, the members shall elect the appropriate number of directors for a term of 3 years.

ARTICLE VIII: OFFICERS

The affairs of the Association will be administered by the officers designated in the By-Laws of the Association. Said Officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the Officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President:	Richard Leatham Lennar Homes, Inc. 4902 Eisenhower Blvd., #100 Tampa, FL 33634
Vice President:	James Bartoletta Hannah-Bartoletta Construction, Inc. 19001 Sunlake Boulevard Lutz, FL 33549
Secretary/Treas.	Debora L. Hudrlik Lennar Homes, Inc. 4902 Eisenhower Blvd., #100 Tampa, FL 33634

ARTICLE IX: DURATION

The Association shall have perpetual existence; provided, however, that in the event the Association is dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and that if not accepted, then the surface water management system shall be dedicated to a similar not-for-profit corporation.

ARTICLE X: AMENDMENTS

10.1 Proposal. An amendment or amendments to these Articles may be proposed by the Board of Directors acting upon a vote of the majority of either the members or the Directors, whether at a meeting as members or Directors or by instrument in writing signed by either of them. Upon any amendment or amendments to these Articles being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association not later than 60 days from the receipt by him of the proposed amendment or amendments.

10.2 Notice. It shall be the duty of the Secretary to give each member written notice of such meeting, stating the proposed amendment or amendments in reasonable detailed form, which notice shall be mailed or presented personally to each member not less than 14 days nor more than 30 days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereupon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

10.3 Resolution. At the meeting at which the amendment is to be proposed and considered, a resolution for the adoption of the proposed amendment may be made by any Director or member of the Association, present in person or by proxy.

10.4 Approval. Except as elsewhere provided, the approval of a resolution for the adoption of a proposed amendment to these Articles shall require the affirmative vote of not less than 75% of the total votes that may be cast by the membership of the Association. Voting Members of the Association not present in person or by proxy at the meeting at which the amendment is to be considered may express their approval (or disapproval) of the amendment in writing, provided that such approval is delivered to the Secretary of the Association prior to the commencement of the meeting.

10.5 Limitation. Provided, however, that no amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members, nor any changes in Sections 4.3, 4.4, and 4.5 of Article IV, entitled "Purposes and Powers of the Association", without approval in writing by all members. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant, or an affiliate of Declarant, unless the Declarant shall join in the execution of the Amendment.

10.6 Compliance With Governmental Regulations. Notwithstanding the above, an amendment may be made upon the approval of all of the members of the Board of Directors without the consent of the Members of the Association to bring the Articles of Incorporation in compliance with any governmental regulations including, without limitation, those of the Department of Housing and Urban Development, Federal Housing Administration and Federal National Mortgage Association.

10.7 Recording. Such amendment or amendments of these Articles shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each amendment of these Articles shall be recorded in the Public Records of Hillsborough County, Florida, within 30 days from the date on which the same is filed and returned from the office of the Secretary of State.

10.7 Approval by Governmental Entities. Notwithstanding anything contained herein to the contrary, (a) any amendment to these Articles which would affect the surface water management system, including any mitigation areas, must have the prior written approval of the Southwest Florida Water Management District in order to be effective, and (b) if the prior written approval of any other governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such other entity or agency must also be obtained.

ARTICLE XI: INDEMNIFICATION

11.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 Expenses. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Approval. Any indemnification under Section 11.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Directors, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 11.1 above. Such determination shall be made (a) 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, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or by a majority of the members.

11.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in any specific case upon receipt of an undertaking by or on behalf of the affected Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XI.

11.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any of the By-Laws, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

11.6 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII: BY-LAWS

The first By-Laws of the Association will be adopted by the Directors named herein, and may be altered, amended, or rescinded in the manner provided by said By-Laws. Any By-Laws adopted by the

Board of Directors shall be consistent with these Articles.

ARTICLE XIII: TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

13.1 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, or Association, or other organization in which one or more of its Directors or officers are directors or officers having 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 authorized 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.

13.2 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.

IN WITNESS WHEREOF, the incorporator has affixed his signature this 9th day of December, 1999.

Robert S. Freedman

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 9th day of December, 1999, by Robert S. Freedman. He is personally known to me.

Margaret R. Keenan
Notary Public, State of Florida

My Commission Expires:

MARGARET R. KEENAN
MY COMMISSION # CC 670132
EXPIRES: November 22, 2001
Bonded Thru Notary Public Underwriters

CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act.

That, Windsor Neighborhood Association, Inc., desiring to organize under the laws of the State of Florida, with its principal offices at 1110 Douglas Avenue, Suite 2040, Altamonte Springs, Florida 32714, has named David B. McCain, whose office is located at 700 N.W. 107th Avenue, Miami, Florida 33172, as its agent to accept service of process within the State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act, relative to keeping open said office.

David B. McCain

FILED
00 JAN 11 PM 6:00
TALLAHASSEE, FLORIDA