Bylaws

The Coach Homes of Berkshire Lakes Condominium Association Inc.

BYLAWS OF THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC. A NOT-FOR-PROFIT FLORIDA CORPORATION

ARTICLE I

IDENTITY

These are the Bylaws of THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

ARTICLE II

PURPOSES

This Association has been organized for the purpose of being a Condominium Association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM (the "Condominium") and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these Bylaws, the Articles of Incorporation and the Declaration of Condominium to which these Bylaws are attached, and further to exercise all powers granted to a Condominium Association under the Condominium Act.

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ARTICLE III

DIRECTORS AND OFFICERS

1. Directors.

A. The affairs of the Association shall be managed by a Board of Directors composed of three (3) to five (5) persons. The members of the first Board of Directors are designated in the Articles of Incorporation and need not be members of the Association. They shall serve until fifteen percent (15%) of the Units in the Condominium are sold and closed, at which time not less than one-third (1/3) of them shall be replaced by a director elected by the Unit Owners other than the Developer. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the directors either three (3) months after ninety percent (90%) of the Units have been sold; three (3) years after fifty percent (50%) of the Units have been sold; when all of the Units have been completed, some of them have been conveyed to Purchasers and none of the Units are being offered for sale by the Developer in the ordinary course of business; when some of the Units have been conveyed and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or when the Developer determines to convey control of the Association, whichever shall be the first to occur. The Developer shall be entitled to elect at least one (1) director as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

Until such time as the Unit Owners other than the Developer shall be entitled to elect all of the directors, Developer shall have the absolute right, in its absolute discretion and at any time, to remove any director selected by the Developer and to replace the director so discharged.

B. Directors shall be elected by the members at the annual meeting of members and shall hold office until the next annual meeting and until their successors are elected and shall qualify.

C. At least fourteen (14) days before the annual meeting, a complete list of members entitled to vote at such election, together with the addresses of each, shall be prepared by the Secretary. Such list shall be maintained at the office of the Association for fourteen (14) days prior to the election, for the examination of every member of the Association and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present. At the first annual meeting of the members, directors shall be elected for a term of one (1) year.

D. Directors other than the initial Board of Directors, shall be elected as follows:

(1) Nominations shall be from the floor at the annual membership meeting, and a vote shall be had by written, secret ballot. There shall be no cumulative voting. The election of each director shall be separate and shall require a plurality of the votes of those persons voting in each election. All of the directors shall be elected at the same meeting.

(2) Directors shall be members of the Association, except that this provision shall not apply to the persons designated to be the first Board of Directors by Article VI of the Articles of Incorporation.

2. Officers.

The officers of the Association shall consist of a President, a Vice President, if any, a Secretary, and a Treasurer, any of whom may be members of the Board of Directors, and such other officers as the Board of Directors may appoint. The officers named in the Articles of Incorporation shall serve until the first annual meeting of the Board of Directors, and at such meeting the Board of Directors shall elect the aforesaid officers. Officers elected at the first annual meeting of the Board of Directors shall hold office until the next and ensuing annual meeting of the Board of Directors or until their successors shall have been elected and shall qualify.

3. Resignation, Vacancy, Removal, Compensation.

A. Any director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective. A resignation shall be deemed to have occurred upon termination by the director or officer of membership in the Association.

B. Subject to the right of the Developer to replace directors selected by the Developer, when a vacancy occurs on the Board of Directors, the vacancy shall be filled by the remaining members of the Board of Directors at their next meeting, by electing a person who shall serve until the next annual meeting of the members.

When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term.

C. Any director may be recalled and removed from office, with or without cause, pursuant to the provisions of Section 718.112(2)(k), except that directors elected by the Developer shall not be affected by this provision.

D. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting called for such purpose.

E. No compensation shall be paid to directors or officers for their services as directors or officers.

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Declaration of Condominium to which these Bylaws are attached, the Condominium Act as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted by the Declaration of Condominium, these Bylaws, or by law; and the aforementioned powers of the Association shall include, but not be limited to, the following:

1. All of the powers specifically provided for in the Declaration of Condominium and the Condominium Act.

2. The power to levy and collect Assessments, based on a budget formally adopted by the Board of Directors. It is understood, however, that the failure of the Board of Directors or the members of the Association to adopt a budget shall not impair or affect the members' obligations to pay their share of the Common Expenses of the Condominium.

3. The power to acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration of Condominium.

4. The power to expend monies collected for the purpose of paying the Common Expenses of the Association.

5. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Common Elements.

6. The power to insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium.

7. The power to employ the personnel required for the operation of the Common Elements and the Association.

8. The power to pay utility bills for utilities serving the Common Elements.

9. The power to contract for the management of the Condominium.

10. The power to make reasonable rules and regulations and to amend them from time to time, and to see that all members are notified of such changes in the rules and regulations as may be enacted.

11. The power to improve the Condominium property, subject to the limitations of the Declaration of Condominium.

12. The power to enforce by any legal means the provisions of the Articles of Incorporation, the Bylaws, the Declaration of Condominium, and the Rules and Regulations duly promulgated by the Association.

13. The power to collect delinquent Assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from Unit Owners for violation of the provisions of the Declaration of Condominium and its Exhibits.

14. The power to pay all taxes and Assessments which are liens against the Common Elements, and to assess the same against the members and their Units.

15. The power to deal with and approve or disapprove all conveyances or leases of Condominium Units as provided for under the Declaration of Condominium.

16. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these Bylaws.

17. The power to possess, enjoin, and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey and deal in real and personal property.

18. The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and contained within the Declaration of Condominium to which these Bylaws are attached.

19. The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Condominium property. Said contract may provide that the total operation of said managing agent, firm, or corporation shall be at the cost of this Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee, either stated as a fixed fee or as a percentage of the total cost of maintenance, operation, repair and upkeep, or of the total funds of this Association handled and managed by the managing agent.

ARTICLE V

DUTIES OF OFFICERS

1. The President shall:

A. Act as presiding officer at all meetings of the membership of the Association and of the Board of Directors.

B. Call special meetings of the Board of Directors and of members.

C. Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

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D. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.

E. Appoint committees and be an ex-officio member of all committees, and to render an annual report at the annual meeting of members.

2. The Vice President shall:

A. Act as presiding officer at all meetings of the membership of the Association and of the Board of Directors when the President is absent.

B. Perform other acts and duties required of the President, in the absence of the President.

C. Perform such other duties as may be required by the Board.

D. Sign checks on behalf of the Association in the absence of the President.

3. Should the President and Vice President be absent from any meeting, the remaining directors shall select a person to act as chairman of the meeting.

4. The Secretary shall:

A. Attend all regular and special meetings of the members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

B. Have custody of the corporate seal and affix same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books and receive all applications for membership, for transfer and lease of Units, and present such applications to the Board of Directors for consideration.

D. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors and members which minute book shall at all reasonable times be available at the office of the Association for inspection by members, or their authorized representatives, and directors, and act as transfer agent to record transfers and rules and regulations in the corporate books. The minutes of all meetings of the Board of Directors and of members shall be retained by the Secretary for a period of not less than seven (7) years.

5. The Treasurer shall:

A. Receive such monies as shall be paid into his hands for the accounts of the Association and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases, and other important documents of the Association which he shall keep safely deposited.

B. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his successor. He shall prepare

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and distribute to all of the members of the Board of Directors, at least ten (10) days prior to each annual meeting of the Board of Directors, and whenever else required, a summary of the financial transactions and condition of the Association for the preceding year. He shall make a full and accurate report of the matters and business pertaining to his office to the members at the annual meeting and make all reports required by law.

C. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VI

MEMBERSHIP

1. Except as provided in the Articles of Incorporation, membership in the Association is limited to Owners of Condominium Units in the Condominium. Membership is automatically conferred upon acquisition of a Condominium Unit, as evidenced by the filing of a deed to such Unit, or as provided in the Declaration of Condominium for transfer of membership upon the death of a member.

2. If a Condominium Unit is owned by more than one Owner, co-partners or a corporation, there shall nevertheless be only one membership assigned to such Unit, and the vote for such membership shall be cast by the person designated in a Voting Certificate signed by all of the Owners (or the proper corporate officer) of said Unit, filed with the Secretary of the Association. In the absence of such a writing, such vote shall not be counted except that a Voting Certificate shall not be required when a Unit is owned by a husband and his wife only.

3. Membership in the Association may be transferred only as an incident to the transfer of title to the Condominium Unit.

4. Membership shall terminate upon the transfer of title to a Condominium Unit.

ARTICLE VII

MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

1. Meetings of Members.

A. Annual meetings: The first annual meeting of the Association shall be held at the office of the Association one (1) year after the date of the adoption of these Bylaws, or at such other time and place as selected by the Board of Directors. Thereafter, the annual meeting of the Association shall be held at the office of the Association on the third Monday of the month in which these Bylaws were adopted, or at such other time and place as selected by the Board of Directors. At such meetings there shall be elected by ballot of the members, a Board of Directors, in accordance with the requirements of these Bylaws. The members may also transact such other business of the Association as may properly come before the meeting. The Secretary shall file the affidavit of notice as required by the Act.

B. Special meetings: It shall be the duty of the President to call a special meeting of the Association as direct-

ed by resolution of the Board of Directors or upon a petition signed by ten percent (10%) of the members having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice thereof unless by consent of four-fifths (4/5) of the members present, either in person or by proxy. In addition, a special meeting of the Association, to recall or remove a member of the Board of Directors, shall be called upon ten percent (10%) of the members giving notice of the meeting, provided the notice states the purpose of the special meeting.

C. Notice of meetings: It shall be the duty of the Secretary to provide notice of the annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or, if no address appears, at his last known place of address, at least fourteen (14) but not more than forty (40) days prior to such meeting. Whether hand delivered or mailed, the Secretary shall provide an affidavit to be included in the offical records of the Association as proof of such delivery or mailing. The mailing of the notice in the manner provided in this paragraph shall be considered notice served. Notice of meetings shall also be posted at a conspicuous place at the Condominium property, at least 14 days in advance of each meeting, except in cases of emergency. Notice of any meeting at which Assessments against members are to be considered shall specifically contain a statement that such Assessments will be considered and the nature of such Assessments.

D. Budgetary meetings: The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of Assessments to the members not less than fourteen (14) days prior to the meeting at which the budget will be considered. The members shall be given written notice of the time and place of the meeting of the Board of Directors at which the budget will be considered and such meeting will be open to members. If an adopted budget requires Assessment against the members in any fiscal or calendar year exceeding 115% of the Assessments for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the members to the Board of Directors, shall call a special meeting of the members within thirty (30) days, upon not less than ten (10) days' written notice to each member. At the special meeting, members may consider and enact a budget by a majority vote of all members. If a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether Assessments exceed 115% of similar Assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property shall be excluded from the computation.

E. Quorum: No less than one-third of the members shall constitute a quorum for the transaction of business at all meetings.

F. Adjourned meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided for by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

G. Voting: At every meeting of the members, each member present, either in person or by proxy, shall have the right to cast one vote on each question. The vote of members holding a majority of the votes present, in person or by proxy,

shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration of Condominium a different vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

H. Proxies: A member may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable, at any time, at the pleasure of the member exercising it.

I. Waiver and consent: Nothing herein shall be construed to prevent a member from waiving notice of meeting or acting by written agreement without a meeting, and such waiver and action by written agreement are hereby expressly permitted. Notwithstanding the foregoing, meetings of members must be held at least annually, and for voting on budgetary matters, waiver or reduction of reserve requirements.

2. Meetings of directors:

A. Organizational meeting: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order to legally constitute such meeting, provided a majority of the whole Board of Directors shall be present.

B. Regular meetings: The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate, in which event no notice need be sent to the directors once said schedule has been adopted.

C. Special meetings: Special meetings of the Board of Directors may be called by the President, on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) directors.

D. Notice of regular meetings: Notice of the time and purpose of regular meetings of the Board of Directors shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. All meetings shall be open to Unit Owners. Notice of all meetings shall be conspicuously posted at the Condominium property at least forty-eight (48) hours prior to the meeting, except in cases of emergency.

E. Waiver of notice: Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

F. Quorum: At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the

Board of Directors, there be less than a quorum, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

G. Consent: The Board of Directors may act by written consent, without a meeting, provided that a majority of the Board of directors consents to the action so taken.

ARTICLE VIII

PROCEDURE

1. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the Bylaws of the Association or with applicable Florida law.

2. The order of business at annual members' meetings and as far as practical at other members' meetings will be:

A. Election of Chairman;

B. Roll Call;

C. Proof of Notice of Meeting; or Waiver of Notice;

D. Reading of Minutes of Prior Meeting;

E. Officers' Reports;

F. Committee Reports;

G. Election of Inspectors of Election;

H. Elections;

I. Unfinished Business;

J. New Business; and Adjournment.

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ARTICLE IX

ASSESSMENTS AND MANNER OF COLLECTION

1. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the Common Expenses of the Condominium. The Common Expenses include those expenses described in the Declaration of Condominium and any other expenses designated as Common Expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Condominium Act.

2. Funds for the payment of Common Expenses shall be assessed against and shall be a lien against the Condominium Units in the proportion or percentage of sharing Common Expenses provided in the Declaration of Condominium.

3. Regular Assessments shall be paid by the members on a monthly basis, payable in advance on the first day of each and every month, or as otherwise established by the Board of Directors.

4. Special Assessments should they be required by the Board of Directors, shall be levied and paid in the same manner as

regular Assessments, unless the Declaration of Condominium shall otherwise provide.

5. When the Board of Directors has determined the amount of any Assessments, the Secretary shall transmit a statement of such Assessment to each Condominium Unit Owner. All such payments shall be made payable to The Coach Homes of Berkshire Lakes, A Condominium Association, Inc.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or less than the sums required to meet the cash requirements of the Condominium, in which event the Board of Directors may increase or diminish the amount of an Assessment and make such adjustments in cash, or otherwise as they shall deem proper, in their sole discretion, including the Assessment of each member of his proportionate share for any deficiency. Notice of all changes in Assessments shall be given to all Unit Owners.

6. Assessments shall not include charges for utilities separately charged and metered to each Unit, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any Unit.

7. Assessments not paid within ten (10) days from the date due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the failure to pay any Assessment within ten (10) days from the date due shall entitle the Association to levy a twenty-five dollar ($25.00) late charge against the defaulting Unit Owner.

8. In the event an Assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said Assessments from the delinquent Unit Owner in any manner provided for by the Condominium Act, the Declaration of Condominium and these Bylaws. Each Unit Owner shall be individually responsible for the payment of Assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and the enforcement of any lien held by the Association.

9. If the proposed annual budget is not adopted prior to the start of the new fiscal year, an Assessment shall be presumed to be made in the amount of the last prior Assessment and monthly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

ARTICLE X

FISCAL MATTERS

1. Fiscal year: The fiscal year of the Association shall begin on January 1 of each year, provided, however, that the Board of Directors shall be authorized to change to a different fiscal year, in accordance with the provisions of the Internal Revenue Code of the United States of America, at such time as the Board of Directors shall deem it advisable. The fiscal year of the Association shall at all times be the same as the fiscal year for Villa San Remo I Community Association.

2. Depositories: The funds of the Association shall be deposited in a savings and loan association or bank or banks in Dade, Broward or Palm Beach Counties, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature of the authorized officers. Said funds shall be used only for Association purposes.

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If necessary, and if demanded by Mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by Mortgagees to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting Condominium Units.

3. Fidelity bonds: Fidelity bonds shall be required for all directors, officers and employees of the Association, handling or responsible for Association funds. The premium for such bonds shall be paid for by the Association.

4. Records: The Association shall maintain accounting records according to good accounting practice. Such records shall include: (1) a record of receipts and expenditures for each Unit Owner which shall designate the name and address of the Unit Owner, the amount of each assessment, the amounts paid upon the account and the balance due; (2) a register listing the names of any mortgage holders or lien holders who have notified the Association of their liens, and of the lien holders to which the Association is required to give notice of default. The records shall also include, but not be limited to, current copies of the Declaration, Bylaws and other rules and regulations.

The Association records shall be open to inspection by any Association member, the authorized representative of such member or by holders, insurers and guarantors of first mortgages that are secured by a Unit in the project. These records shall be available at all reasonable times.

In addition, when the Condominium contains 50 or more Units, the Association must provide an audited statement for the preceding fiscal year if the holder, insurer or guarantor of any first mortgage that is secured by a Unit in the project submits a written request for it. When the Condominium contains fewer than 50 Units and there is no audited statement available, any mortgage holder is allowed to have an audited statement prepared at its own expense.

5. Annual statement: The Board of Directors shall present at each annual meeting of the members, a full and clear statement of the business and condition of the Association.

6. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration of Condominium pursuant to the provisions of the Declaration of Condominium.

ARTICLE XI

ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the Common Elements, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the Units, Limited Common Elements and Common Elements by the members and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

ARTICLE XII

ARBITRATION

In the event of internal dispute(s) among Unit Owners, Association, and their agents and assigns, arising from the operation of the Condominium, then said parties shall attempt to resolve said dispute(s) through voluntary binding arbitration in accordance with the then existing rules of the American Arbitration Association. The cost of the arbitration proceeding shall be borne equally between the disputing parties. A judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction.

ARTICLE XIII

VIOLATIONS AND DEFAULTS

In the event of a violation, other than non-payment of an Assessment by a Unit Owner, of any of the provisions of the Declaration of Condominium, these Bylaws, the Rules and Regulations of the Association, the Articles of Incorporation, the Management Agreement or any provision of the Condominium Act, the Association, after reasonable notice to cure not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to seek injunctive relief, and in the event of the failure to pay Assessments, the right to foreclose its lien provided in the Condominium Act and in every such proceeding, the Unit Owner at fault shall be liable for court costs and the Association's reasonable attorneys' fees. If the Association elects to enforce its lien by foreclosure, the Condominium Unit Owner at the court's discretion shall be required to pay a reasonable rent for his Condominium Unit during litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments.

The Association may levy reasonable fines against a Unit for the failure of the Unit Owner or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. No fines may exceed $50.00 nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licencee or invitee.

ARTICLE XIV

AMENDMENT OF BYLAWS

Subject always to the provisions of the Declaration of Condominium, these Bylaws may be amended, modified or rescinded in accordance with the Declaration of Condominium or by a resolution duly adopted by a majority of the Board of Directors at any duly called meeting of the Board of Directors, and thereafter submitted to the members at any duly convened meeting of the members and approved by the holders of seventy-five percent (75%) of the votes of the members present in person or by proxy, provided there is a quorum, and further provided that notice of the proposed change is given in the notice of the meeting, and further provided that the voting requirements of the Declaration of Condominium are met in full, in the appropriate cases. Notice

may be waived in writing by any member. Amendments to these Bylaws may be proposed by the Board of Directors, acting upon the vote of a majority of the directors, or proposed by members of the Association having a majority of the votes in the Association.

No amendment shall discriminate against any Unit Owner nor any class or group of Unit Owners unless the Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. No amendment which affects the Developer may be adopted or become effective without the prior written consent of the affected Developer. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text and underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of Bylaw. See Bylaw Article ____ for present text." Non-material errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

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ARTICLE XV

VALIDITY

If any portion of the Bylaws shall be adjudged invalid, such fact shall not effect the validity of any other Bylaw.

The foregoing was adopted as the Bylaws of THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, at a meeting of the members of said Association duly noticed, at which all Board Members were present, by the unanimous vote of the members on the 14th day of February, 1989.

THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC.

Edward E. Kirk, President

David Lies, Secretary

2741392 OR: 2768 PG: 2215
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
01/24/2001 at 10:03AM DWIGHT B. BROCK, CLERK
REC FEE 19.50

Rets:
KRAUS & ASSOCIATES
1072 GOODLETTE RD N
NAPLES FL 34102

(The space above this line is reserved for recording information.)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, does hereby certify that at a special meeting of the members held on September 21, 2000 and reconvened on December 6, 2000, where a quorum was present, after due notice, the following resolution was proposed by the Board of Directors, approved and adopted by the indicated for the purpose of amending the Articles of Incorporation and the Bylaws for The Coach Homes of Berkshire Lakes Condominium Association, Inc., a Florida corporation not for profit as originally recorded at O.R. Book 1424, at Page 156, et seq., in the Public Records of Collier County, Florida.

The following resolution was approved by an affirmative vote of greater than sixty-six and two thirds percent (66 2/3%) of the entire Board of Directors and by an affirmative vote of the members having greater than seventy five percent (75%) of the votes of the Association.

RESOLVED: That the Articles of Incorporation for THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC., be and hereby are amended, and the amendment is adopted in the form attached hereto as Exhibit "A" and made a part hereof.

The following resolution was adopted by a majority of the entire Board of Directors and approved by an affirmative vote of greater than seventy-five percent (75%) of the votes of the members present in person or by proxy.

RESOLVED: That the Bylaws for THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC., be and hereby are amended, and the amendment is adopted in the form attached hereto as Exhibit "B" and made a part hereof.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

January 15, 2001
Date

THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC.

Signature of Witness
Ellen S. Maher
Print name of Witness

By: Mary Dobbs
Mary Dobbs, President
265 Airport Road South
Naples, Florida 34104

(SEAL)

Dorothy Sullivan
Signature of Witness
Dorothy Sullivan
Print name of Witness

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on the 15th day of January, 2001, personally appeared before me Mary Dobbs, as President of The Coach Homes of Berkshire Lakes Condominium Association, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name of, and on behalf of, said corporation. She is (choose one) (X) personally known to me or ( ) has produced _____ as identification and did not take an oath.

Signature of Notary Public

Print name of Notary (SEAL)
My Commission Expires:

ELLEN S. MAHER
MY COMMISSION # CC 787666
EXPIRES: November 2, 2002
Bonded Thru Notary Public Underwriters

AMENDMENT TO THE BYLAWS OF THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC.

The Bylaws of The Coach Homes of Berkshire Lakes Condominium Association, Inc. shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

Section 1 of Article III of the Bylaws of The Coach Homes of Berkshire Lakes, a Condominium, shall be amended as follows:

ARTICLE III
DIRECTORS AND OFFICERS

1. Directors.

A. The affairs of the Association shall be managed by a Board of Directors composed of ~~three (3) to~~ five (5) persons. Each Director must be a member or the spouse of a member. In order to provide for a continuity of experience by establishing a system of staggered terms, in the 2001 annual election, the number of Directors to be elected shall be five (5). The three (3) candidates receiving the highest number of votes shall be elected for two (2) year terms. The two (2) candidates receiving the next highest number of votes shall be elected for one (1) year terms. If there are only five (5) candidates, the determination of who will serve the longer terms shall be made among them by agreement or by lot. Thereafter, all Directors shall be elected for two (2) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled. ~~The members of the first Board of Directors are designated in the Articles of Incorporation and need not be members of the Association. They shall serve until fifteen percent (15%) of the Units in the Condominium are sold and closed, at which time not less than one-third (1/3) of them shall be replaced by a director elected by the Unit Owners other than the Developer. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the directors either three (3) months after ninety percent (90%) of the Units have been sold, three (3) years after fifty percent (50%) of the Units have been sold, when all of the Units have been completed, some of them have been conveyed to Purchasers and none of the Units are being offered for sale by the Developer in the ordinary course of business, when some of the Units have been conveyed and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or when the Developer determines to convey control of the Association, whichever shall be the first to occur. The Developer shall be entitled to elect at least one (1) director as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.~~

~~Until such time as the Unit Owners other than the Developer shall be entitled to elect all of the directors, Developer shall have the absolute right, in its absolute discretion and at any time, to remove any director selected by the Developer and to replace the director so discharged.~~

COLLIER COUNTY RECORDED

EXHIBIT B

B. Directors shall be elected by the members at the annual meeting of members ~~and shall hold office until the next annual meeting and until their successors are elected and shall qualify~~.

C. At least fourteen (14) days before the annual meeting, a complete list of members entitled to vote at such election, together with the addresses of each, shall be prepared by the Secretary. Such list shall be maintained at the office of the Association for fourteen (14) days prior to the election, for the examination of every member of the Association and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present. ~~At the first annual meeting of the members, directors shall be elected for a term of (1) year.~~

D. On the day of each annual election the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided by law. Directors other than the initial Board of Directors, shall be elected as follows:

(1) First Notice; Candidates. Not less than sixty (60) days before the election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days prior to the annual election. Candidates may also be nominated by any other method permitted by law.

(2) Second Notice; Candidate Information Sheets. If there is more than one candidate for any seat, at least thirty (30) days before the election, the Association shall mail or deliver a second notice of election to all unit owners entitled to vote in the contested election, together with a ballot which shall list all qualified candidates. Upon timely request of a candidate, the Association shall include an information sheet (no larger than 8-1/2 inches by 11 inches, furnished by the candidate) with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

(3) Balloting. Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by any other method allowed by law.

~~(1) Nominations shall be from the floor at the annual membership meeting, and a vote shall be had by written, secret ballot. There shall be no cumulative voting. The election of each director shall be separate and shall require a plurality of the votes of those persons voting in each election. All of the directors shall be elected at the same meeting.~~

~~(2) Directors shall be members of the Association, except that this provision shall not apply to the persons designated to be the first Board of Directors by Article VI of the Articles of Incorporation.~~

2741392 OR: 2768 PG: 2215
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
01/24/2001 at 10:03AM DWIGHT B. BROCK, CLERK
REC FEE 19.50

Rets:
KRAUS & ASSOCIATES
1072 GOODLETTE RD N
NAPLES FL 34102

(The space above this line is reserved for recording information.)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, does hereby certify that at a special meeting of the members held on September 21, 2000 and reconvened on December 6, 2000, where a quorum was present, after due notice, the following resolution was proposed by the Board of Directors, approved and adopted by the indicated for the purpose of amending the Articles of Incorporation and the Bylaws for The Coach Homes of Berkshire Lakes Condominium Association, Inc., a Florida corporation not for profit as originally recorded at O.R. Book 1424, at Page 156, et seq., in the Public Records of Collier County, Florida.

The following resolution was approved by an affirmative vote of greater than sixty-six and two thirds percent (66 2/3%) of the entire Board of Directors and by an affirmative vote of the members having greater than seventy five percent (75%) of the votes of the Association.

RESOLVED: That the Articles of Incorporation for THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC., be and hereby are amended, and the amendment is adopted in the form attached hereto as Exhibit "A" and made a part hereof.

The following resolution was adopted by a majority of the entire Board of Directors and approved by an affirmative vote of greater than seventy-five percent (75%) of the votes of the members present in person or by proxy.

RESOLVED: That the Bylaws for THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC., be and hereby are amended, and the amendment is adopted in the form attached hereto as Exhibit "B" and made a part hereof.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

January 15, 2001
Date

THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC.

Signature of Witness
Ellen S. Maher
Print name of Witness

By: Mary Dobbs
Mary Dobbs, President
265 Airport Road South
Naples, Florida 34104

(SEAL)

Dorothy Sullivan
Signature of Witness
Dorothy Sullivan
Print name of Witness

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on the 15th day of January, 2001, personally appeared before me Mary Dobbs, as President of The Coach Homes of Berkshire Lakes Condominium Association, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name of, and on behalf of, said corporation. She is (choose one) (X) personally known to me or ( ) has produced _____ as identification and did not take an oath.

Signature of Notary Public

Print name of Notary (SEAL)
My Commission Expires:

ELLEN S. MAHER
MY COMMISSION # CC 787666
EXPIRES: November 2, 2002
Bonded Thru Notary Public Underwriters

AMENDMENT TO THE BYLAWS OF THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC.

The Bylaws of The Coach Homes of Berkshire Lakes Condominium Association, Inc. shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

Section 1 of Article III of the Bylaws of The Coach Homes of Berkshire Lakes, a Condominium, shall be amended as follows:

ARTICLE III
DIRECTORS AND OFFICERS

1. Directors.

A. The affairs of the Association shall be managed by a Board of Directors composed of ~~three (3) to~~ five (5) persons. Each Director must be a member or the spouse of a member. In order to provide for a continuity of experience by establishing a system of staggered terms, in the 2001 annual election, the number of Directors to be elected shall be five (5). The three (3) candidates receiving the highest number of votes shall be elected for two (2) year terms. The two (2) candidates receiving the next highest number of votes shall be elected for one (1) year terms. If there are only five (5) candidates, the determination of who will serve the longer terms shall be made among them by agreement or by lot. Thereafter, all Directors shall be elected for two (2) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled. ~~The members of the first Board of Directors are designated in the Articles of Incorporation and need not be members of the Association. They shall serve until fifteen percent (15%) of the Units in the Condominium are sold and closed, at which time not less than one-third (1/3) of them shall be replaced by a director elected by the Unit Owners other than the Developer. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the directors either three (3) months after ninety percent (90%) of the Units have been sold, three (3) years after fifty percent (50%) of the Units have been sold, when all of the Units have been completed, some of them have been conveyed to Purchasers and none of the Units are being offered for sale by the Developer in the ordinary course of business, when some of the Units have been conveyed and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or when the Developer determines to convey control of the Association, whichever shall be the first to occur. The Developer shall be entitled to elect at least one (1) director as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.~~

~~Until such time as the Unit Owners other than the Developer shall be entitled to elect all of the directors, Developer shall have the absolute right, in its absolute discretion and at any time, to remove any director selected by the Developer and to replace the director so discharged.~~

COLLIER COUNTY RECORDED

EXHIBIT B

B. Directors shall be elected by the members at the annual meeting of members ~~and shall hold office until the next annual meeting and until their successors are elected and shall qualify~~.

C. At least fourteen (14) days before the annual meeting, a complete list of members entitled to vote at such election, together with the addresses of each, shall be prepared by the Secretary. Such list shall be maintained at the office of the Association for fourteen (14) days prior to the election, for the examination of every member of the Association and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present. ~~At the first annual meeting of the members, directors shall be elected for a term of (1) year.~~

D. On the day of each annual election the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided by law. Directors other than the initial Board of Directors, shall be elected as follows:

(1) First Notice; Candidates. Not less than sixty (60) days before the election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days prior to the annual election. Candidates may also be nominated by any other method permitted by law.

(2) Second Notice; Candidate Information Sheets. If there is more than one candidate for any seat, at least thirty (30) days before the election, the Association shall mail or deliver a second notice of election to all unit owners entitled to vote in the contested election, together with a ballot which shall list all qualified candidates. Upon timely request of a candidate, the Association shall include an information sheet (no larger than 8-1/2 inches by 11 inches, furnished by the candidate) with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

(3) Balloting. Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by any other method allowed by law.

~~(1) Nominations shall be from the floor at the annual membership meeting, and a vote shall be had by written, secret ballot. There shall be no cumulative voting. The election of each director shall be separate and shall require a plurality of the votes of those persons voting in each election. All of the directors shall be elected at the same meeting.~~

~~(2) Directors shall be members of the Association, except that this provision shall not apply to the persons designated to be the first Board of Directors by Article VI of the Articles of Incorporation.~~

1962681 OR: 2085 PG: 1897
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
08/03/95 at 11:07AM DWIGHT B. BROCK, CLERK
REC FEE 15.00

Retn:
CHERYL R KRAUS
1100 FIFTH AVE S #201
NAPLES FL 33940

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected President of THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, does hereby certify that the following resolution was approved by greater than a majority of the Board of Directors, and that at the special meeting of the members held on May 17, 1995, where a quorum was present, after due notice, the following resolution was approved and adopted by a vote of greater than seventy-five percent (75%) of the votes of the members present in person or by proxy at the meeting called for the purpose of amending the Bylaws of The Coach Homes of Berkshire Lakes Condominium Association, Inc., which are Exhibit E to the Declaration of Condominium of The Coach Homes of Berkshire Lakes, a Condominium, as originally recorded at O.R. Book 1424, at Page 156 et seq. Public Records of Collier County, Florida.

RESOLVED: That the Bylaws of The Coach Homes of Berkshire Lakes Condominium Association, Inc., be and are hereby amended, and the amendments are adopted in the form attached hereto and made a part hereof.

Dated the 26th day of July, 1995.

Witnesses:

Peter M Stade
Signature of Witness

PETER M. STADE
Print name of Witness

Susan E Newell
Signature of Witness

SUSAN E NEWELL
Print name of Witness

THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC.

By: Tony Gagliarducci
Tony Gagliarducci, President

4100 Corporate Square, #106
Naples, Florida 33942
(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on the 2nd day of July, 1995, personally appeared before me Tony Gagliarducci, as President of The Coach Homes of Berkshire Lakes Condominium Association, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name of, and on behalf of, said corporation. He is (choose one) (✓) personally known to me or (___) has produced _____ as identification and did not take an oath.

Susan E Newell
Signature of Notary Public

SUSAN E NEWELL
Print name of Notary (SEAL)

My Commission Expires: 08/07/98

SUSAN E. NEWELL
My Comm Exp. 8/07/98
Bonded By Service Ins
No. CC388091
Personally Known [ ] Other I.D.

AMENDMENTS TO THE BYLAWS
OF
THE COACH HOMES OF BIRKSHIRE LAKES
CONDOMINIUM ASSOCIATION, INC.

The Bylaws of The Coach Homes of Birkshire Lakes Condominium Association, Inc. shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. Subsections C., G. and H. of Section 1 of Article VII of the Bylaws of the Coach of Homes of Birkshire Lakes Condominium Association, Inc. shall be amended as follows:

ARTICLE VII
MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

1. Meetings of Members.

* * *

C. Notice of Meetings: It shall be the duty of the Secretary to provide notice of the annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or, if no address appears, at his last known place of address, at least fourteen (14) ~~but not more than forty (40)~~ days prior to such meeting. Whether hand delivered or mailed, the Secretary shall provide an affidavit to be included in the official records of the Association as proof of such delivery of mailing. The mailing of the notice in the manner provided in this paragraph shall be considered notice served. Notice of meetings shall also be posted at a conspicuous place at the Condominium property, at least 14 days in advance of each meeting, except in cases of emergency. Notice of any meeting at which Assessments against members are to be considered shall specifically contain a statement that such Assessments will be considered and the nature of such Assessments.

* * *

G. Voting: At every meeting of the members, each member present, either in person or by proxy, shall have the right to cast one vote on each question. The vote of members holding a majority of the votes present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration of Condominium a different vote is required, in which case such express provision shall govern and control. ~~All voting shall be by secret ballot.~~

COLLIER COUNTY
FLORIDA
COPY

H. Proxies: To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. Proxies may not be used in electing Directors. Limited proxies shall be used for votes taken to waive reserves or financial statement requirements, to amend the condominium documents, and for all other substantive matters for which the Condominium Act requires or permits a vote of the members. General proxies may be used to establish a quorum, for procedural votes, and for non-substantive amendments to proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Association at or before the appointed time of the meeting or reconvening thereof. Holders of proxies must be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. ~~A member may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable, at any time, at the pleasure of the member exercising it.~~

2. Sections 1 and 2 of Article X of the Bylaws of The Coach of Homes of Birkshire Lakes Condominium Association, Inc. shall be amended as follows:

ARTICLE X
FISCAL MATTERS

1. Fiscal year: The fiscal year of the Association shall begin on January 1 of each year, provided, however, that the Board of Directors shall be authorized to change to a different fiscal year, in accordance with the provisions of the Internal Revenue Code of the United States of America, at such time as the Board of Directors shall deem it advisable. ~~The fiscal year of the Association shall at all times be the same as the fiscal year for Villa San Remo I Community Association.~~

2. Depositories: The funds of the Association shall be deposited in a savings and loan association or bank or banks in Collier County ~~Dade, Broward o Palm Beach Counties~~, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature of the authorized officers. Said funds shall be used only for Association purposes.

If necessary, and if demanded by Mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by Mortgagees to meet mortgage requirements as to establishment of escrows for rear estate taxes and insurance respecting Condominium Units.

COPY
COLLIER COUNTY FLORIDA
CLERK OF THE CIRCUIT COURT

1962681 OR: 2085 PG: 1897
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
08/03/95 at 11:07AM DWIGHT B. BROCK, CLERK
REC FEE 15.00

Retn:
CHERYL R KRAUS
1100 FIFTH AVE S #201
NAPLES FL 33940

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected President of THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, does hereby certify that the following resolution was approved by greater than a majority of the Board of Directors, and that at the special meeting of the members held on May 17, 1995, where a quorum was present, after due notice, the following resolution was approved and adopted by a vote of greater than seventy-five percent (75%) of the votes of the members present in person or by proxy at the meeting called for the purpose of amending the Bylaws of The Coach Homes of Berkshire Lakes Condominium Association, Inc., which are Exhibit E to the Declaration of Condominium of The Coach Homes of Berkshire Lakes, a Condominium, as originally recorded at O.R. Book 1424, at Page 156 et seq. Public Records of Collier County, Florida.

RESOLVED: That the Bylaws of The Coach Homes of Berkshire Lakes Condominium Association, Inc., be and are hereby amended, and the amendments are adopted in the form attached hereto and made a part hereof.

Dated the 26th day of July, 1995.

Witnesses:

Peter M Stade
Signature of Witness

PETER M. STADE
Print name of Witness

Susan E Newell
Signature of Witness

SUSAN E NEWELL
Print name of Witness

THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC.

By: Tony Gagliarducci
Tony Gagliarducci, President

4100 Corporate Square, #106
Naples, Florida 33942
(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on the 2nd day of July, 1995, personally appeared before me Tony Gagliarducci, as President of The Coach Homes of Berkshire Lakes Condominium Association, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name of, and on behalf of, said corporation. He is (choose one) (✓) personally known to me or (___) has produced _____ as identification and did not take an oath.

Susan E Newell
Signature of Notary Public

SUSAN E NEWELL
Print name of Notary (SEAL)

My Commission Expires: 08/07/98

SUSAN E. NEWELL
My Comm Exp. 8/07/98
Bonded By Service Ins
No. CC388091
Personally Known [ ] Other I.D.

AMENDMENTS TO THE BYLAWS
OF
THE COACH HOMES OF BIRKSHIRE LAKES
CONDOMINIUM ASSOCIATION, INC.

The Bylaws of The Coach Homes of Birkshire Lakes Condominium Association, Inc. shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. Subsections C., G. and H. of Section 1 of Article VII of the Bylaws of the Coach of Homes of Birkshire Lakes Condominium Association, Inc. shall be amended as follows:

ARTICLE VII
MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

1. Meetings of Members.

* * *

C. Notice of Meetings: It shall be the duty of the Secretary to provide notice of the annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or, if no address appears, at his last known place of address, at least fourteen (14) ~~but not more than forty (40)~~ days prior to such meeting. Whether hand delivered or mailed, the Secretary shall provide an affidavit to be included in the official records of the Association as proof of such delivery of mailing. The mailing of the notice in the manner provided in this paragraph shall be considered notice served. Notice of meetings shall also be posted at a conspicuous place at the Condominium property, at least 14 days in advance of each meeting, except in cases of emergency. Notice of any meeting at which Assessments against members are to be considered shall specifically contain a statement that such Assessments will be considered and the nature of such Assessments.

* * *

G. Voting: At every meeting of the members, each member present, either in person or by proxy, shall have the right to cast one vote on each question. The vote of members holding a majority of the votes present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration of Condominium a different vote is required, in which case such express provision shall govern and control. ~~All voting shall be by secret ballot.~~

COLLIER COUNTY
FLORIDA
COPY

H. Proxies: To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. Proxies may not be used in electing Directors. Limited proxies shall be used for votes taken to waive reserves or financial statement requirements, to amend the condominium documents, and for all other substantive matters for which the Condominium Act requires or permits a vote of the members. General proxies may be used to establish a quorum, for procedural votes, and for non-substantive amendments to proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Association at or before the appointed time of the meeting or reconvening thereof. Holders of proxies must be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. ~~A member may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable, at any time, at the pleasure of the member exercising it.~~

2. Sections 1 and 2 of Article X of the Bylaws of The Coach of Homes of Birkshire Lakes Condominium Association, Inc. shall be amended as follows:

ARTICLE X
FISCAL MATTERS

1. Fiscal year: The fiscal year of the Association shall begin on January 1 of each year, provided, however, that the Board of Directors shall be authorized to change to a different fiscal year, in accordance with the provisions of the Internal Revenue Code of the United States of America, at such time as the Board of Directors shall deem it advisable. ~~The fiscal year of the Association shall at all times be the same as the fiscal year for Villa San Remo I Community Association.~~

2. Depositories: The funds of the Association shall be deposited in a savings and loan association or bank or banks in Collier County ~~Dade, Broward o Palm Beach Counties~~, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature of the authorized officers. Said funds shall be used only for Association purposes.

If necessary, and if demanded by Mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by Mortgagees to meet mortgage requirements as to establishment of escrows for rear estate taxes and insurance respecting Condominium Units.

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COLLIER COUNTY FLORIDA
CLERK OF THE CIRCUIT COURT