State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WINDSOR PLACE AT BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on July 6, 1994, as shown by the records of this office.

The document number of this corporation is N94000003376.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighth day of July, 1994

Jim Smith
Secretary of State

CR2EO22 (2-91)

FILED
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SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLES OF INCORPORATION

OF

WINDSOR PLACE AT BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes and certify as follows:

ARTICLE I

NAME

1. The name of the corporation shall be **WINDSOR PLACE AT BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC.**, whose address is 2666 Airport Road South, Naples, Florida 33962.

For convenience, the corporation shall be referred to in this instrument as the "Association".

ARTICLE II

PURPOSE

2. The purpose for which the Corporation is organized is to provide an entity pursuant to the Condominium Act, Chapter 718, Florida Statutes for the operation of **WINDSOR PLACE AT BERKSHIRE LAKES, A CONDOMINIUM.**

2.1 The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

POWERS

3. The Powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the

Declaration and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium.

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

c. The maintenance, repair, replacement and operation of the Condominium property.

d. The purchase of insurance upon the Condominium property and insurance for the protection of the Association and its members as apartment owners.

e. The reconstruction of improvements after casualty and the future improvement of the property.

f. To make and amend reasonable regulations respecting the use of the property of the Condominium.

g. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the Bylaws.

h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the Condominium.

i. To contract for the management and maintenance of the Condominium and to authorize the management agent to assist the Association in carrying out its powers and duties performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contract on behalf of the Association.

j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

3.3 The Association shall have no power to purchase a unit of the Condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association

shall bid no more than the amount secured by its lien, or pursuant to an obligation to purchase created by the Declaration of Condominium. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the Condominium.

3.4 All funds and titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

3.5 The Powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

3.6 If the Developer of the Condominium holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

a. Assessment of the Developer as a Unit Owner for capital improvement.

b. Any action by the Association that would be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

ARTICLE IV

MEMBERS

4. The members of the Association shall consist of all of the record owners of the units in the Condominium, and after termination of the condominium, shall consist of those who are members at the time of such termination and their successor and assigns.

4.1 After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Collier County, Florida, a deed or other instrument establishing a record title to a unit in the Condominium and the delivery to the Association of notice of such recordation. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.2 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

4.3 The owner of each unit shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE V

BOARD OF ADMINISTRATION

5. The affairs of the Association will be managed by a Board of Administration whose members shall be designated as Directors of the Association. The number of Directors shall be determined by the Bylaws but in no case shall be less than three and in the absence of a specific number being designated by the Bylaws, the number of Directors on the Board of Administration shall be three. Until control of the Association is turned over to the Unit Owners other than the Developer, the Directors need not be members of the Association, and may be appointed by the Developer unless otherwise provided for in the Bylaws.

5.1 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and the vacancies on the Board of Administration shall be filled in the manner provided by the Bylaws.

5.2 The members of the Board of Administration may fill any vacancies in their number by a majority vote of the remaining members of the Board. The election of members of the Board of Administration by Unit Owners prior to the time that the Developer turns over control of the Condominium, shall be held pursuant to the provisions of Florida Statute 718.301. With the exception of the rights of non Unit Owners to elect directors as set forth in such Statute, the Developer shall have the right to name the Directors prior to the turnover of control to the Unit Owners. The non-Developer Unit Owners must, at the time set for turnover of control to them elect a majority of the members of the Board of Administration, and accept control of the Association.

5.3 Prior to, or not more than 90 days after, the time that Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under the provisions of the Florida Condominium Statutes.

5.4 Unless otherwise provided in the Bylaws, the members of the Board shall serve without compensation.

5.5 The names and addresses of the members of the first Board of Administration, also sometimes referred to as Directors, who shall hold office until their successors are elected and have qualified or until removed, are as follows:

NAMES	ADDRESSES
William T. Higgs	2666 Airport Road South Naples, Florida 33962
Antonia M. Higgs	2666 Airport Road South Naples, Florida 33962
Susan M. Sprehn	2666 Airport Road South Naples, Florida 33962

ARTICLE VI

OFFICERS

6. The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

PRESIDENT:	William T. Higgs 2666 Airport Road South Naples, Florida 33962
SECRETARY:	Susan M. Sprehn 2666 Airport Road South Naples, Florida 33962
TREASURER:	Antonia M. Higgs 2666 Airport Road South Naples, Florida 33962

6.1 Unless otherwise provided in the Bylaws, the officers shall serve without compensation and at the pleasure of the Board of Administration.

ARTICLE VII

INDEMNIFICATION

7. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or willful malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

BYLAWS

8. The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors or the members in the manner provided by the Bylaws.

ARTICLE IX

AMENDMENTS

9. Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2 A resolution for the adoption of a proposed amendment may be proposed by either the Board of Administration of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. Not less than two-thirds (2/3) of the entire membership of the Board of Administration, and by not less than two-thirds (2/3) of the votes of the entire membership of the Association; or

b. Not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

c. Until the first election of directors, only by all of the initial directors.

9.3 No amendment to these Articles of Incorporation or the Bylaws shall be valid unless recorded in the Public Records of Collier County, Florida with identification on the first page thereof of the book and page of the Public Records where the Declaration of Condominium operated by the Association is recorded.

ARTICLE X

TERM

10. The term of the Association shall be perpetual.

ARTICLE XI

REGISTERED AGENT/OFFICE

11. The initial registered agent of this corporation is William T. Higgs, and the initial registered office is 2666 Airport Road South, Naples, Florida 33962.

ARTICLE XII

SUBSCRIBERS

12. The names and addresses of the subscribers of these Articles of Incorporation are as follows:

NAMES	ADDRESSES
William T. Higgs	2666 Airport Road South Naples, Florida 33962
Antonia M. Higgs	2666 Airport Road South Naples, Florida 33962
Susan M. Sprehn	2666 Airport Road South Naples, Florida 33962

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 23 day of June, 1994.

WILLIAM T. HIGGS

ANTONIA M. HIGGS

SUSAN M. SPREHN

* * * *

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this 23 day of June, 1994, by **WILLIAM T. HIGGS**, one of the foregoing subscribers, who is personally known to me and who upon being sworn stated that he signed and executed the foregoing Articles of Incorporation for the uses and purposes therein set forth.

(S E A L)

NOTARY PUBLIC
Print Name - CAROL ANN ANTFELD
Commission Number - _____
My Commission Expires:

CAROL ANN ANTFELD
MY COMMISSION # CC376217 EXPIRES
June 17, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this 23 day of June, 1994, by **ANTONIA M. HIGGS**, one of the foregoing subscribers, who is personally known to me and who upon being sworn stated that she signed and executed the foregoing Articles of Incorporation for the uses and purposes therein set forth.

(S E A L)

NOTARY PUBLIC
Print Name - CAROL ANN ANTFELD
Commission Number - _____
My Commission Expires:

CAROL ANN ANTFELD
MY COMMISSION # CC376217 EXPIRES
June 17, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this 23 day of June, 1994, by **SUSAN M. SPREHN**, one of the foregoing subscribers, who is personally known to me and who upon being sworn stated that she signed and executed the foregoing Articles of Incorporation for the uses and purposes therein set forth.

(S E A L)

NOTARY PUBLIC
Print Name - CAROL ANTFELD
Commission Number - _____
My Commission Expires:

CAROL ANN ANTFELD
MY COMMISSION # CC376217 EXPIRES
June 17, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

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

FILED
94 JUL -6 PM 1:25
SECRETARY OF STATE
TALLAHASSEE FLORIDA

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

That **WINDSOR PLACE AT BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC.**, desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, in the City of Naples, County of Collier, State of Florida, has named **WILLIAM T. HIGGS**, whose address is 2666 Airport Road South, Naples, Florida 33962, as its agent to accept service of process within this state.

* * * *

ACKNOWLEDGMENT AND ACCEPTANCE

Having been named to accept service of process for the above-stated Corporation, at the place designated in this certificate, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent.

DATED this 30th day of June, 1994.

Wm T. Higgs

WILLIAM T. HIGGS, Registered Agent