BYLAWS

OF

WINDSOR PLACE AT BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

IDENTIFYING DATA

Section 1. Name of Association. The name of this corporation shall be Windsor Place at Berkshire Lakes Condominium Association, Inc. and hereinafter the corporation shall be referred to as the "Association".

Section 2. Address of Association. The principal office of the Association shall ultimately be at the condominium complex known as Windsor Place at Berkshire Lakes, A Condominium, Naples, Florida, or such other place as may be designated by the Board of Directors. Until facilities are available at that address the Association will have its principal office at 2666 Airport Road South, Naples, Florida 33962.

ARTICLE II

TERMS AND MEANINGS

The terms used herein shall have the meanings as defined in the Florida Condominium Act which comprises Chapter 718 of the Florida Statutes and is herein referred to as the Condominium Act.

ARTICLE III

MEMBERSHIP IN THE ASSOCIATION

Section 1. Membership. Membership in the Association shall be limited to Unit Owners of condominium units in Windsor Place at Berkshire Lakes, A Condominium, and transfer of such membership shall be made only as a part of and incident to the transfer of ownership of such condominium unit, with such transfers being subject to and controlled by the transfer procedures set forth in the Declaration of Condominium.

Section 2. Roster of Membership. The Secretary of the Association shall maintain a roster of the membership entitled to vote at the meetings as hereinafter provided.

ARTICLE IV

MEETINGS OF THE MEMBERSHIP

Section 1. Location. All meetings of the Association, unless otherwise provided for in the notice of such meetings, will take place at the office of the Association.

Section 2. Annual Meeting.

A. The regular annual meetings shall be held each year at a specific time and place to be determined by the Board of Directors, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last annual meeting. Unless, or until changed by the Board of Directors, the annual meeting shall be held on the last Tuesday in November.

B. At the annual meeting, except as heretofore set forth and as otherwise provided in the Articles of Incorporation, a Board of Directors shall be elected which shall also be known as the Board of Administration, and such other business shall be transacted as may property come before the meeting.

C. Written notice, which notice must include an agenda, shall be mailed or delivered to each Unit Owner at least 14 days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least 14 continuous days preceding the annual meeting. Upon notice to the Unit Owners, the board shall by duly adopted rule designate a specific location on the condominium property or Association property upon which all notices of Unit Owner meetings shall be posted. Unless a Unit Owner waives in writing the right to receive a notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Unit Owner. Where a unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more the owners of the unit shall so advise the Association in writing, or if no address is given or the owners of the unit do not agree, to that address provided on the deed of record. An officer of the Association, or the manager or other person providing notice of the Association meeting, shall provide an affidavit or United States Post Service certificate of mailing, to be included in the official records of the Association affirming that the notice was mailed or hand delivered, in accordance with this provision, to each Unit Owner at the address last furnished to the Association.

Section 3. Special Meetings. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the President and shall be called by the President or Secretary, at the request in writing of the holders of not less than one-tenth of

all of the voting interests entitled to vote at the meeting. Such requests shall state the purpose or purposes of the proposed meeting.

Section 4. Voting Interests.

A. At each meeting of the Association, the owner of each unit shall be entitled to one vote. Where a unit is owned by more than one person, the vote for such unit shall be cast by any one of the owners of a unit or the primary occupant, if title is held in the name of an entity rather than an individual. If the right of the individual casting the vote for the unit is challenged by any other person or entity having an ownership interest in the same unit then the vote for that unit shall not be permitted or counted unless or until all entities having an ownership interest in the Unit agree as to which of them shall have the right to vote.

B. When a Corporation is the owner of a unit the vote for that unit may be cast by any director or officer of the corporation unless there is a dispute by an officer, director or stockholder of the corporation as to who holds such right and the Association is notified of such dispute in which case the Corporation shall have to produce a corporate resolution naming the proper person to case the vote or otherwise the vote for that unit shall not be considered on the matter before the Association.

C. When the unit is owned in the name of a Partnership or Trust, any partner or trustee shall have the right to cast the vote for the unit unless it is challenged by another partner, trustee or beneficiary in which case the vote shall not be considered unless adequate proof of the right to cast the vote is presented to and accepted by the Board of Directors.

D. The total number of votes number shall be equal to the number of units in the condominium and each individual vote of a unit must be cast as a whole and not in parts.

Section 5. Quorum. Members entitled to vote and representing owners of thirty-three (33%) of the units and present in person or by written proxy shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statutes, by the Articles of Incorporation, or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the voting interests present in person or represented by written proxy, shall decide any question brought before the meeting unless the question is one upon which a definite percentage of the vote is required by express provision of the statutes, the Certificate of Incorporation, the Declaration of Condominium or these Bylaws, in which case such expressed provision shall govern and control the decision on such question.

Section 7. Required Approvals. Any approval by Unit Owners called for by Florida Statutes, or the applicable declaration or bylaws, including, but not limited to, the approval requirements in Florida Statutes §718.112(2)(e), shall be made at a duly noticed meeting of Unit Owners and shall be subject to all requirements of the Florida Statutes or the applicable condominium documents relating to Unit Owner decision making except that Unit Owner may take action by written agreement, without meetings on matters for which action agreement without meetings is expressly allowed by the applicable bylaws or declaration of any Florida Statute which provides for the Unit Owner action.

Section 8. Consent to Action Without Meeting or Waiver. Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, the Articles of Incorporation, Declaration of Condominium or these Bylaws, to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if a majority of the voting interest that would have been entitled to vote if such meeting were held, shall consent in writing to such action being taken.

Section 9. Waiver. Unit Owners may waive notice of any meeting, whether annual or special, if allowed by these Bylaws or Declaration of Condominium, or any Florida Statute.

Section 10. Right to Vote and Proxies. At any meeting of the members, every voting interest having the right to vote shall be entitled to vote in person or by a limited proxy. Proxy voting shall be governed by the following:

A. No Unit Owner may vote by general proxy except as provided for herein.

B. Limited and general proxies may be used to establish a quorum.

C. Unit Owners may vote by limited proxies substantially conforming to the forms adopted by the State of Florida Division of Land Sales and Condominiums.

D. Limited proxies may be used for votes taken:

1. to waive or reduce reserves as permitted by Florida Statutes §718.112(f)2;

2. to waive financial statement requirements as required by Florida Statutes §718.111(14);

3. to amend the Declaration of Condominium pursuant to Florida Statutes §718.110;

4. to amend the Articles of Incorporation or Bylaws pursuant to Florida Statutes §718.112;

5. for any other matters which Florida Statutes §718.112 requires or permits by vote of the Unit Owners.

E. No proxy limited or general shall be used in the election of board members.

F. General proxies may be used for other matters for which limited proxies are not required.

G. General proxies may be used in voting for non-substantial changes in items for which a limited proxy is required and given.

H. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it is given.

I. Every proxy is revocable at any time at the pleasure of the Unit Owner who executed it.

ARTICLE V

MEMBERS OF THE BOARD OF ADMINISTRATION AND DIRECTORS

Section 1. Titles. The Directors of the Association shall be members of the Board of Administration with the titles being interchangeable within the meaning of these Bylaws and the other related condominium documents.

Section 2. Number. The number of Directors which shall constitute the entire Board of Administration shall be not less than three (3). Until changed by a vote called annual meeting of the members, the number of Directors shall be three (3).

Section 3. Term. The term of the Directors shall be for the period from the date of their election or appointment until their successors have been elected at the next annual meeting.

Section 4. First Board of Directors. The developer shall be entitled to appoint the members of the first Board of Directors.

The members of the first Board of Directors shall serve until they are replaced by the Developer or until the Unit Owners elect their successors as hereinafter provided and any vacancies occurring before the election of their successors shall be filled through appointment by the Developer.

Section 5. Subsequent Members of Board of Directors.

A. When Unit Owners other than the Developer own fifteen (15) percent or more of the units in the condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than 1/3 of the members of the Board of Directors of the Association. Unit Owners other than the developer are entitled to elect not less than a majority of the members of the Board of Directors of an Association upon the first to occur of the following conditions or circumstances:

1. Three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

2. Three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

3. When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

4. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

5. Seven (7) years after the recording of this Declaration in the Public Records of Collier County.

B. The Developer is entitled to designate at least one member of the Board of Directors of the Association 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 operated by the Association. Nothing contained in this section shall be deemed to prevent the Developer from transferring the control of the Association to Unit Owners other than the Developer before the occurrence of the events described in this Section.

C. Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the

Board of Directors of the Association, the Association shall call, and give not less than sixty (60) days or more than forty (40) days notice of a meeting of Unit Owners to elect the members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

D. At the time that Unit Owners other than the Developer elect a majority of the Board of Directors of the Association, the Developer shall relinquish control of the Association, and the Unit Owners shall accept control. Simultaneously, or not more than ninety (90) days thereafter, the Developer shall deliver to the Association, at the Developer's expense, 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 Act.

Section 6. Election of Directors. Election of Directors shall be conducted in the following manner:

The members of the Board of Administration shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Administration, either in general elections or election to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in Chapter 718 of the Florida Statutes. Not less than sixty (60) days before a scheduled 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. The Board shall hold a meeting within five (5) days after the deadline for a candidate to provide notice to the Association of intent to run. At this meeting, the Board shall accept additional nominations. Any Unit Owner or other eligible person may nominate himself or may nominate another Unit Owner or eligible person, if he has permission in writing to nominate the other person. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Administration must give written notice to the Association not less than forty (40) days before a scheduled election. Not less than thirty (30) days before the election, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no longer than 8-1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the cost of mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates.

The election shall be conducted in the manner set forth in Florida Administrative Code 61B-23.0021. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Administration. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. Any Unit Owner who needs assistance in casting the ballot for reasons stated in Florida Statutes §101.051 may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with Florida Statutes §718.303. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

Section 7. Vacancy and Removal. The method of removing Board members by recall and the procedures for filling vacancies thus created shall be in accordance with the Florida Administrative Code Rules 61B-23.0027 and 61B-23.0028. Other vacancies shall be filled in accordance with Florida Administrative Code Rule 61B-23.0021.

Section 8. Removal by Developer.

A. Any Directors appointed by the Developer may be removed and replaced by the Developer prior to turn over of control of the Association to the Unit Owners.

B. The original Directors, or any Director appointed by the Developer to fill a vacancy arising prior to the turn over of control by the Developer as provided for in Florida Statutes §718.301, shall not be capable of being removed by vote of the voting interests.

Section 9. Salaries or Fees. The salaries or fees, if any, to be paid to Directors, after the Unit Owners have elected all members of the Board of Directors, shall be determined by a majority vote of the members at the general membership meetings.

Section 10. Powers. The property and business of the corporation shall be managed and administered by the Board of Directors, which may exercise all corporate powers specifically set out in the Condominium Act, the Certificate of Incorporation, or the Declaration to which these Bylaws are attached, which powers may be delegated to its agents, officers, contractors or employees, subject only to approval by the Unit Owners when that is specifically required.

Section 11. Meetings of Board of Directors.

A. Annual Meetings. The annual meeting of each Board of Directors newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practical. The annual meeting of the Board of Directors shall be held at the same place as the general members meeting;

B. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the President or a majority of the Board of Directors. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

C. Unit Owners Attendance. Meetings of the Board of Administration and any committee thereof at which a quorum of the members of the committee is present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board of Administration subject to the rules set forth in Florida Administrative Code Rule 61B-23.002. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items subject to the rules set forth in Florida Administrative Code Rule 61B-23.002. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken upon on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be notified and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding unit use, will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the condominium property or association property upon which all notices of board meetings shall be posted. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

D. Quorum. A majority of the Board of Directors shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at

any meeting at which there is a quorum shall be the act of the Board of Directors.

E. Adjourned Meetings. If at any meeting of the Board of Administration there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

F. Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes of that meeting shall not constitute the presence of that Director for the purpose of determining a quorum.

G. Presiding Officer. The Presiding Officer of Directors meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

H. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

1. Roll call.
2. Reading of Minutes of the last meeting.
3. Consideration of communications.
4. Resignation and elections.
5. Reports of officers and employees.
6. Reports of committees.
7. Unfinished business.
8. Original resolutions and new business.
9. Adjournment.

I. Minutes. The Minutes of all meetings shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board Members at any reasonable time. The Association shall retain these Minutes for a period of not less than seven years.

ARTICLE VI

OFFICERS

Section 1. Executive Officers. The executive officers of this corporation shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by said Board of Directors. Any two of said offices may be united in one person except that the President shall not also be the Secretary, or an Assistant Secretary of the corporation. If the Board of Directors so determines, there may be more than one Vice President.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause at any time by action of the Board of Directors. The Board of Directors may delegate powers of removal of subordinate officers and agents to any officer.

Section 4. President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

Section 5. Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 6. Secretary.

A. The secretary shall keep the Minutes of the meetings of the members and of the Board of Directors.

B. He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these Bylaws.

D. He shall keep the register of the Post Office addresses of each unit owner which shall be furnished to the Secretary by such unit owner.

E. In general he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer.

A. The Treasurer shall keep full, accurate accounts of receipts and disbursements, and shall keep all books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as ordered by the Board, get proper vouchers for such disbursements, shall render to the President and Directors at the regular meeting of the Board or whenever they may require an account of all his transactions as Treasurer and of the financial condition of the corporation.

C. He may be required to give the corporation a bond in the sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office and the restoration to the corporation, in the case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 8. Vacancies. If the office of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors by a majority vote of the whole Board of Directors provided for in these Bylaws may choose a successor or successors who shall hold office for the unexpired term.

Section 9. Resignations. Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date; provided that the acceptance of a resignation shall be required to make it effective.

Section 10. Salaries Fees. The salaries or fees, in any, to be paid to officers shall be determined by the Directors and subject to approval by a majority of the members.

ARTICLE VII

BONDING OF CERTAIN PERSONS

The association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the association. As used in the section, the term "persons who control or disburse funds of the association" means those individuals authorized to sign checks, and the President, Secretary, and Treasurer of the association. If the association's annual gross

receipts do not exceed $100,000, the bond shall be in the principal sum of not less than $10,000 for each such person. If the associations's annual gross receipts exceed $100,000, but do not exceed $300,000, the bond shall be in the principal sum of $30,000 for each such person. If the association's annual gross receipts exceed $300,000, the bond shall be in the principal sum of not less than $50,000 for each such person. The association shall bear the cost of bonding.

ARTICLE VIII

FINANCES

Section 1. Fiscal Year. The fiscal year shall commence on January 1st and end on December 31st of each year unless or until the Board of Directors establishes a different fiscal year and notifies each of the then existing members of the change.

Section 2. Depository and Checks. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. All checks or demands for money and notes of the Association shall be signed by any one (1) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Administration may from time to time designate. The Board of Administration, by resolution, may require more than one (1) signature.

Section 3. Annual Budget.

A. The Board of Directors shall propose an annual budget each year and shall mail a copy of the Association's proposed annual budget of common expenses to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Administration at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Administration shall be open to all Unit Owners.

B. The Board of Directors may approve annual budgets so long as the amount does not exceed one hundred fifteen percent (115%) of the assessment for the preceding year.

C. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including,if applicable, but not limited to those expenses listed in Florida Statutes §718.504(20). In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance for any item of which the deferred maintenance expense or replacement cost is greater than $10,000. These accounts shall

include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget shall go into effect.

D. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the following shall apply:

1. The Board, upon its own motion or written application of ten percent (10%) of the voting interests to the Board, shall call a special meeting of the Unit Owners within thirty (30) days, upon not less than ten (10) days written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and enact a budget.

2. The adoption of the budget shall require a vote of not less than a majority vote of all the voting interests.

3. The Board of Administration may propose a budget to the Unit Owners at such a meeting of members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all the voting interests in writing, the budget shall be adopted.

4. If a meeting of the Unit Owners has been called and 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.

5. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium 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. As long as the developer is in control of the Board of Administration, the Board shall not impose an assessment for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

F. If the majority of the voting interests at a duly called meeting of the Association vote to waive, in whole or in part, the reserve requirements such action shall be subject to the following:

1. Any such waiver shall be effective for only one annual budget.

2. The vote to waive must be taken annually to continue to waive the reserves.

G. Reserves must be included in the proposed annual budget and shall not be waived or reduced prior to the mailing to the Unit Owners of a proposed annual budget.

H. Each Budget shall show each reserve account as a separate item and include the estimated life, estimated replacement costs and the estimated remaining useful life for each such item as well as the current balance in each such reserve account as of the date of the budget.

Section 4. Financial Statement. The Board of Directors shall within 60 days of the end of the fiscal year, mail or furnish by personal delivery to each Unit Owner a reasonably detailed financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications.

Section 5. Assessments. Assessments against the Unit Owners for their shares of the items of the budget shall be made by the Board of Administration for the fiscal year annually in advance. The amount required for each Unit Owner to meet the annual budget shall be divided into four equal assessments, one of which shall be due on the first day of each calendar quarter of the year for which the assessments are made, or thirty days after the mailing to the Unit Owners concerned of a statement of the assessment coming due, whichever date shall last occur. | If assessments are not made annually as required, quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment and assessments in this amount shall be due on the first day of each calendar quarter until changed by an amended assessment. | In the event a quarterly assessment shall be insufficient in the judgment of the Board of Administration to provide funds for the anticipated current expense for the ensuing quarter and for all of the unpaid operating expenses previously incurred, the Board of Administration shall amend the budget and shall make amended quarterly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increase for the year shall be subject to the approval of the membership of the Association as previously required by these Bylaws.

Section 6. Charges. Charges by the Association against members for other than common expense shall be payable in advance. Charges for other than common expense may be made only after

approval by the member, to be charged, and may include but shall not be limited to charges for maintenance services furnished at the request of the individual member and other services furnished for the benefit of the specific member.

Section 7. Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after 30 days' notice is given to the Unit Owners concerned, and shall be paid in such manner at the Board of Administration may require in the notice of assessment.

Section 8. Transfer Fees. The Association may charge a fee for processing the approval of a transfer in connection with the sale, lease, sublease, or other transfer of a until in an amount not to exceed Fifty Dollars ($50.00). However, if the lease or sublease is a renewal or a lease or sublease with the same lessee or sublease, no charge shall be made.

ARTICLE IX

MEDIATION AND ARBITRATION

Any internal dispute among the Unit Owners and the Association may be submitted to voluntary mediation through Citizen Dispute Settlement Centers, as provided for in Florida Statutes §44.201.

Prior to the institution of court litigation the partes to a dispute, as that term is defined in Florida Statutes §718.1255, shall petition the Division of Florida Land Sales, Condominiums and Mobile Home of the Department of Business and Professional Regulation for Mandatory Non-binding Arbitration pursuant to Florida Statutes §718.1255.

ARTICLE X

SEAL

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization and the words "non profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE XI

COMPLIANCE AND DEFAULT; REMEDIES

In addition to the remedies provided in Section 20 of the Declaration, the following provisions shall apply:

Section 1. Fines. The Board of Directors may levy reasonable fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents or Association rules and regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in not event shall any fine exceed the maximum allowed by law. The procedure for imposing such fines shall be as follows:

A. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing, which hearing shall be held before a committee of other unit owners, after reasonable notice of not less than fourteen (14) days, and the notice shall include:

1. A statement of the date, time and place of the hearing.

2. A statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated.

3. A short and plain statement of the matters asserted by the Association.

B. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

Section 2. Correction of Health and Safety Hazards. Any violations which are deemed by the Board of Directors to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Association.

Section 3. Enforcement of Rules and Regulations. If any dispute over the enforcement or interpretation of Association Rules and Regulations should arise, either between two or more Unit Owners, or between the Association and one or more Unit Owners it is intended that such dispute be resolved by agreement or by voluntary binding mediation or mandatory non-binding arbitration as provided for in Article IX.

Section 4. Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the condominium property free from unreasonable restraint and annoyance.

ARTICLE XII

FIRE AND SAFETY

The Association may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units to the applicable fire and safety code.

ARTICLE XIII

SURRENDER

In the event the Association becomes the owner of a unit, the prior Unit Owner member or any other person or persons in possession by or through the right of such prior member, shall promptly surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to enter and to possess the unit, after complying with applicable Florida law.

ARTICLE XIV

NOTICES

Section 1. Notice. Whenever, under the provisions of the statutes, the Certificate of Incorporation or these Bylaws, notice is required to be given to any Director or member, it shall be construed to mean either personal notice, or notice given in writing by mail by depositing the same in the Post Office or letter box in a postpaid envelope addressed to such Director or member as his name appears on the books of the corporation.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Certificate of Incorporation, Declaration of Condominium or these Bylaws, a waiver thereof in writing signed by the person or person entitled to such notice, whether before or after the time stated therein, shall be deemed to be equivalent to the required notice.

ARTICLE XV

DEFINITIONS

Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine, or neuter; singular or plural, whenever the context so requires.

ARTICLE XVI

AMENDMENTS

These Bylaws may only be altered amended or added to in accordance with the following terms, conditions and procedures:

A. Proposed amendments shall contain the full test of the Bylaws with proposed new words in the text underlined and words to be deleted lined through with hyphens, unless the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment. If the proposed change is so extensive the use of underlining and hyphens as indications of words added or deleted will not be necessary. However, in such cases a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw (giving identifying data) for present text."

B. Notice of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

C. A resolution adopting 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 or disapproval in writing providing it is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approval of an amendment must be either by:

1. By not less than a majority of the votes of the entire membership of the Association; or

2. Until a majority of the Directors are elected by members other than the Developer of the Condominium, only by all of the Directors.

D. Alternatively, amendments may be adopted without a meeting by following the procedures set forth in Article IV, Section 10 of these Bylaws.

E. No amendment to these Bylaws is valid unless recorded in the Public Records of Collier County, Florida with an identification on the first page of such amendment of the Book and Page number of the Public Records where the Declaration of Condominium is recorded.

ARTICLE XVII

OFFICIAL RECORDS

The Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

A. The plans, permits, warranties, and other items provided by the developer pursuant to §718.301(4).

B. A photocopy of the recorded Declaration of each Condominium operated by the Association and all amendments thereto.

C. A photocopy of the recorded Bylaws of the Association and all amendments thereto.

D. A certified copy of the Articles of Incorporation and all amendments thereto.

E. A copy of the current Rules and Regulations.

F. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years.

G. A current roster of all Unit Owners, their mailing addresses, unit identifications, voting certifications, and if known telephone numbers.

H. All current insurance policies of the Association and Condominiums operated by the Association.

I. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.

J. Bills of sale or transfer for all property owned by the Association.

K. Accounting records for the Association and separate accounting records for each condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but are not limited to:

1. Accurate, itemized, and detailed records of all receipts and expenditures.

2. A current account and monthly, bimonthly, or quarterly statement of the account of each unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

3. All audits, reviews, accounting statements, and financial reports of the Association or condominium.

4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

L. Voting proxies, which shall be maintained for a period of one year from date of the meeting for which the proxy was given.

M. All rental records where the Association is acting as agent for the rental of Condominium Units.

ARTICLE XVIII

ADMINISTRATIVE RULES AND REGULATIONS

Except for the restrictions and regulations specifically set out in the Declaration of Condominium or elsewhere in these Bylaws, the Board of Administration shall have the power to pass, alter or amend Rules and Regulations governing the details of the operation and use of the common elements.

The foregoing were adopted as the Bylaws of **WINDSOR PLACE AT BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC.**, a corporation not for profit under the laws of the State of Florida at the first meeting of the Board of Directors.