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RETIRED

September 28, 1998

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State of Florida
Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: AMENDED AND RESTATED ARTICLES OF INCOPORATION OF
THE SHORES AT BERKSHIRE LAKES MASTER HOMEOWNER'S
ASSOCIATION, INC.

Dear Sir/Madam:

Enclosed is the original and copy of Articles of
Incorporation for the above-referenced corporation together with
our check in the amount of \$122.50 for the filing fee. Please
return a certified copy of the filed Articles to the undersigned.

Very truly yours,

JEFFREY D. KNEEN

JDK/jf
enc.

cc w/o enc. Kerry S. Safier, Esq.

VS OCT 7 -1998

Amended & Restated Art. EN#

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TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF

THE SHORES AT BERKSHIRE LAKES
MASTER HOMEOWNER'S ASSOCIATION, INC.
(F/K/A BERKSHIRE PINES MASTER HOMEOWNER'S ASSOCIATION, INC.)
(A Corporation Not-for-Profit)

THE UNDERSIGNED hereby certify that the original Articles of Incorporation for BERKSHIRE PINES MASTER HOMEOWNER'S ASSOCIATION, INC., were filed in the Secretary of State's Office of the State of Florida on April 7, 1998; however, the Corporation has not yet assumed its duties and responsibilities as contemplated in the original Articles and no memberships in the Corporation have been accepted or assumed. Pursuant to the provisions of Section 617.1002(1)(b) of the Florida Not For Profit Corporation Act, if there are no Members, the Articles of Incorporation may be adopted at a meeting of the Board of Directors by a majority vote of the Directors then in office. The undersigned hereby certify that at a meeting of the Board of Directors of this Corporation on the 17th day of September, 1998, upon a unanimous vote, the terms and provisions of the original Articles of Incorporation were amended by deleting all the provisions thereof in their entirety and replacing them with the terms and provisions as hereinafter set forth.

In compliance with the requirements of the Laws of the State of Florida, the undersigned do hereby certify:

ARTICLE I
DEFINITIONS

A. All terms which are defined in the Declaration of Restrictions and Protective Covenants for The Shores of Berkshire Lakes ("Declaration"), as recorded (or to be recorded) in the Public Records of Collier County, Florida, shall be used herein with the same meanings as defined in said Declaration.

B. "Association" as used herein shall mean The Shores at Berkshire Lakes Master Homeowner's Association, Inc., a Florida corporation not-for-profit, the corporation formed by these Articles, its successors or assigns.

C. "Turnover Date" shall be deemed to refer to the date when Class B membership ceases, as set forth in Article V hereof.

ARTICLE II
NAME

The name of the Corporation shall be **THE SHORES AT BERKSHIRE LAKES MASTER HOMEOWNER'S ASSOCIATION, INC.**, whose present address is 123 N.W. 13th Street, Suite 300, Boca Raton, FL 33432.

ARTICLE III
PURPOSES

The purposes for which this Association is organized are to take title to, operate, administer, manage and maintain the Common Areas and improvements thereon and such other areas as are dedicated to or made the responsibility of the Association in any Plat recorded in the Public Records, in the Declaration, a Supplement, or in any other Association documents; in accordance with the terms of and purposes set forth therein; to protect the health, safety and welfare of the Members and Owners; and to conduct any lawful business permitted under the laws of the State of Florida for corporations not-for-profit in order to carry out the covenants and enforce the provisions of the Declaration.

ARTICLE IV
POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of the Declaration.

B. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following:

1. To perform any act required or contemplated by it under the Declaration, any Supplement or any other Association documents.

2. To make, establish and enforce reasonable rules and regulations governing the use of the Common Areas and to effectuate all of the purposes for which the Association is organized.

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

4. After the Turnover Date, acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association, with the assent of Members entitled to vote at least two-thirds (2/3rds) of the votes of the Association, at a duly called meeting of the Association. Prior to the Turnover Date, the vote of the Members shall not be required, and the Association shall have the authority to exercise the powers set forth in this Article IV B 4 upon the consent of a majority of the Board.

5. After the Turnover Date, with the assent of Members entitled to vote at least two-thirds (2/3rds) of the Votes of the Association, at a duly called meeting of the Association, borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred. Prior to the Turnover Date, the vote of the Members shall not be required, and the Association shall have the authority to exercise the powers set forth in this Article IV B 5 upon the consent of a majority of the Board.

6. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to the following: (i) after the Turnover Date, no such dedication or transfer shall be effective without obtaining consent of Members entitled to vote at least two-thirds (2/3rds) of the votes of the Association, to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Association, and prior written consent of Declarant for so long as Declarant owns property within The Shores at Berkshire Lakes. Prior to the Turnover Date, the vote of the Members shall not be required, and the Association shall have the authority to exercise the powers set forth in this Article IV B 6 upon the consent of a majority of the Board.

7. Except as otherwise provided in the Declaration, after the Turnover Date, participate in mergers and consolidations or other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of Members entitled to vote at least two-thirds (2/3rds) of the votes of the Association, at a duly called meeting of the Association. Prior to the Turnover Date, the vote of the Members shall not be required, and the Association shall have the authority to exercise the powers set forth in this Article IV B 7 upon the consent of majority of the Board.

8. To maintain, repair, replace and operate the Committed Property in accordance with the Declaration.

9. To enforce the provisions of the Declaration.

10. To employ personnel; to retain independent contractors and professional personnel; and to enter into service contracts to provide for the maintenance, operation and management of the Committed Property; and to enter into any other agreements consistent with the purposes of the Association, including but not limited to agreements with respect to the installation, maintenance and operation of a cable television system and/or alarm monitoring system or for professional management of the Committed Property and to delegate to such professional management certain powers and duties of the Association.

ARTICLE V
MEMBERSHIP AND VOTING

A. Every Owner of a Parcel shall be Class A Members of the Association as more specifically set forth in Article 5 of the Declaration.

B. Declarant shall be a Class B Member of the Association, until its Class B membership terminates as hereinafter provided. Thereafter Declarant may be a Class A Member if Declarant is then an Owner. Such Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

1. Three months after ninety percent (90%) of the parcels in The Shores at Berkshire Lakes that are platted, have a site plan approved, are approved for land use, or are otherwise approved by the appropriate governmental authority, prior to the first unit sold, have been conveyed to members (such number of parcels to be determined in accordance with the preceding criteria, shall be as determined by Declarant); or

2. Fifteen (15) years from the date of recording the Declaration in the Public Records; or,

3. Such earlier date as Declarant may determine.

C. Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Declaration.

D. Members' voting rights shall be as set forth in Article V of the Declaration.

ARTICLE VI
TERMS

The term for which this Association is to exist shall be perpetual.

ARTICLE VII
INCORPORATORS

The name and street address of the Incorporator of the Association is as follows:

<u>Name</u>	<u>Address</u>
Engle Homes/Southwest Florida, Inc.	123 N.W. 13th Street, Suite 300 Boca Raton, FL 33432

The rights and interests of the Incorporator shall automatically terminate when these Articles are filed with the Secretary of State of the State of Florida.

ARTICLE VIII
OFFICERS

A. The affairs of the Association shall be managed by the President of the Association, assisted by one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, which officers shall be subject to the direction of the Board.

B. The Board shall elect a President, a Vice President, a Secretary and a Treasurer; and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, that such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a member of the Board, but no other officer need be a member of the Board. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Directors are as follows:

President	-	Robert Wolfe
Vice President/ Secretary/Treasurer	-	David Shapiro
Vice President	-	Wendy Key-Buxton

ARTICLE X
BOARD OF DIRECTORS

A. The number of members of the First Board of Directors ("First Board") shall be three (3). "First Board" shall refer to the Board of Directors until the Board is expanded as provided in paragraphs C and D of this Article X.

B. The names and street addresses of the persons who are to initially serve as the First Board are as follows:

<u>Name</u>	<u>Address</u>
Robert Wolfe	123 N.W. 13th Street, Suite 300 Boca Raton, FL 33432
David Shapiro	123 N.W. 13th Street, Suite 300 Boca Raton, FL 33432
Wendy Key-Buxton	123 N.W. 13th Street, Suite 300 Boca Raton, FL 33432

The Declarant shall have the right to remove, appoint, replace or fill any vacancy to the First Board until the Turnover Date.

C. At such time as fifty percent (50%) of the Parcels that will be ultimately operated by the Association, as so determined by Declarant, have been constructed and conveyed to Parcel purchasers, the number of the members of the First Board shall increase to four (4). The three (3) members of the First Board then in office, pursuant to the provisions of Paragraphs A and B above in this Article X, shall automatically continue to be members of the board, and the provisions of Paragraphs A and B above shall continue to apply. The fourth member of the Board shall be elected by Members, other than Declarant, at an Annual Members Meeting or a special Members' Meeting of the Association called for this purpose within sixty (60) days after the date when the First Board increases to four (4) members as herein provided. Such fourth member shall serve until the next Annual Members' Meeting of the Association and a new election shall be held for this fourth member to the Board at each annual members meeting thereafter, provided, however, upon the election of the seven (7) member Board as provided in Paragraph D of this Article X below, the term of office for such fourth member shall then terminate.

D. After the Turnover Date, there shall be elected a Board composed of seven (7) Directors plus those Directors, if any, which Declarant is entitled to designate as set forth in Paragraph E of this Article X. Upon such election of a new board under this Paragraph D, Declarant shall relinquish its right to appoint, designate or elect Directors and shall cause all the Directors on

the First Board to resign, except for "Declarant Director" provided in Paragraph E. below.

E. At the first Members' Meeting after the Turnover Date, which shall be held within thirty (30) days after Turnover Date, and at all Annual Members' Meetings thereafter, the Members shall elect all of the Directors, except a "Declarant Director." After the Turnover Date, and for so long as Declarant owns (i) Parcels or (ii) land in The Shores at Berkshire Lakes, Declarant shall have the right, but not the obligation, to designate, remove and/or replace one additional Director ("Declarant Director").

F. The Nomination and election process shall be as set forth in the Bylaws of the Association.

G. The Directors to be elected by the Members shall be elected to "Initial Terms" (as that term is hereinafter defined) as follows: Three (3) of the Directors shall serve for a period ("Initial Term") of one (1) year, commencing with the first Members' Meeting after the Turnover Date. Two (2) of the Directors shall serve for a period ("Initial Term") of two (2) years, commencing with the first Members' Meeting after the Turnover Date. The remaining two (2) Directors shall serve for a period ("Initial Term") of three (3) years, commencing with the first Members' Meeting after the Turnover Date. At the termination of each Director's Initial Term, each Director elected thereafter at a Members' Meeting shall be elected to a term of three (3) years. At the first Members Meeting after the Turnover Date, the two (2) Directors receiving the most votes shall serve for three (3) years; the Directors receiving the third and fourth most votes shall serve for two (2) years; the Directors receiving the fifth, sixth and seventh most votes shall serve for one (1) year terms.

H. Except for Directors on the First board, and their successors, and the Declarant Director, all Directors must be Owners.

I. Upon the resignation of a Director who has been designed, appointed or elected by Declarant, or the resignation of an officer of the Association who was elected by the First board, the Association shall remise, release, acquit, and forever discharge such Director or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, claims, bonds, bills, covenants, contracts, controversy, agreements, promises, variances, trespasses, damages (except to the extent any such changes are covered by insurance), judgments, executions, claims and demands whatsoever, in law or in equity which the Association or Members had, now have, or will have; or which any personal representative, successor, heir or assign of the Association or Members hereafter may have against such Director or officer by reason of his having been a Director or officer of the Association.

ARTICLE XI
INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including court costs and attorney's fees through all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, arbitration, or settlement 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. Provided, however, such indemnification shall be authorized only if Director or officer acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Notwithstanding the foregoing, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement in accordance with the provisions set forth in Florida Not-for-Profit Corporation Act. Notwithstanding anything contained herein to the contrary, and in instances where the Director or officer admits or is adjudged guilty of willful malfeasance in the performance of his duties, or his actions or omissions to act constitute a violation of the criminal law or a transaction from which the Director or officer derived an improper personal benefit or such other act or omission to act under Florida Not-for-Profit Corporation Act, the indemnification provisions contained herein shall not apply. The foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such Director or officer may be entitled by common law or statute.

ARTICLE XII
BY-LAWS

By-Laws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a

resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of Members; or amendments may be proposed by the Members of the Association who are entitled to vote at least two thirds (2/3) of the votes of the Members represented at a meeting for which notice of the proposed amendment has been given.

2. Call for Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board of Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each Member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail other than first class mail, addressed to the Member at his address as it appears on the membership books.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved at a duly called meeting, by an affirmative vote of Members entitled to cast at least two-thirds (2/3rds) of the votes of Members represented at such meeting.

4. By Written Statement. If all the directors and all the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 1, 2 and 3 above have been satisfied.

5. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments so adopted.
- (c) The date of the adoption of the amendment by the Members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees with the office of the Secretary of the State of Florida for approval and will be effective upon such filing.

Notwithstanding the foregoing provisions of this Article XIII, so long as the Declarant holds a portion of The Shores at Berkshire Lakes for sale in the ordinary course of business, no amendment to these Articles may be adopted or become effective without the prior written consent of Declarant.

ARTICLE XIV
SUCCESSOR ENTITIES

In the event of the dissolution of the Association, or any successor entity thereto, any property dedicated or conveyed to the Association shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which the Association, or a successor thereto, was maintaining such property in accordance with the terms and provisions under which such property was being held by this Association, or such successor.

ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 123 N.W. 13th Street, Suite 300, Boca Raton, Florida, 33432, the initial Registered Agent of the Association at that address shall be David Shapiro.

ARTICLE XVII
TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the contract or transaction, solely because said Officers' or Director's votes are counted for such purposes. NO Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorized the contract or transaction.

IN WITNESS WHEREOF, the Directors of The Shores at Berkshire Lakes Master Homeowner's Association, Inc., have hereunto affixed their signatures this 17th day of SEPTEMBER, 1998.

BOARD OF DIRECTORS OF THE SHORES AT
BERKSHIRE LAKES MASTER HOMEOWNER'S
ASSOCIATION, INC.

[Signature]
ROBERT WOLFE
Director/President

[Signature]
DAVID SHAPIRO
Director

[Signature]
WENDY KEY-BURTON
Director

STATE OF FLORIDA)
COUNTY OF Collier)
SS:

Before me personally appeared ROBERT WOLFE, to me well known and known to me to be the individual described in and who executed the foregoing instrument. (Check one:) said individual is personally known to me; or X said individual produced the following identification: FL ID # W410777433090.

WITNESS my hand and official seal, this 17th day of September, 1998.

[Signature]
Notary Public, State of Florida at Large

(NOTARIAL SEAL)

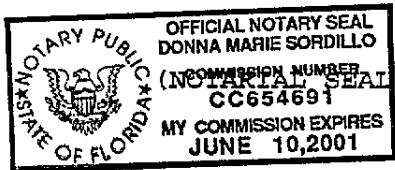
My Commission Expires:



STATE OF FLORIDA)
COUNTY OF Palm Beach)
SS:

Before me personally appeared DAVID SHAPIRO, to me well known and known to me to be the individual described in and who executed the foregoing instrument. (Check one:) X said individual is personally known to me; or said individual produced the following identification: .

WITNESS my hand and official seal, this 17th day of September, 1998.



Donna Marie Sordillo
Notary Public, State of Florida at Large
Donna Marie Sordillo
My Commission Expires: June 10, 2001

STATE OF FLORIDA)
COUNTY OF Collier)
) SS:

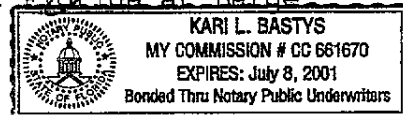
Before me personally appeared WENDY KEY-BUXTON, to me well known and known to me to be the individual described in and who executed the foregoing instrument. (Check one:)
individual is personally known to me; / or - said individual produced the following identification: FL ID # K1238801036100

WITNESS my hand and official seal, this 17th day of September, 1998.

Kari L. Bastys
Notary Public, State of Florida at Large

(NOTARIAL SEAL)

My Commission Expires:



By execution hereof, the Declarant does hereby join in, consent to and confirm and ratify the provisions hereof.

ENGLE HOMES/SOUTHWEST FLORIDA, INC.

By: David Shapiro
Print name: David Shapiro
Its Vice President

(CORPORATE SEAL)

The undersigned hereby accepts the designation of Registered Agent of The Shores at Berkshire Lakes Master Homeowner's Association, Inc., as set forth in Article XV of these Articles.

David Shapiro
DAVID SHAPIRO