

**ARTICLES OF INCORPORATION OF BERKSHIRE PLACE ASSOCIATION, INC.
AS AMENDED FEBRUARY 15, 2002**

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I - NAME

The name of the corporation is Berkshire Place Association, Inc., hereinafter called the "Association".

ARTICLE II - OFFICE

The principal office of the Association is located at 1309 Berkshire Court, Venice, Florida 34292.

ARTICLE III - REGISTERED AGENT

Patricia Gellen whose address is 1309 Berkshire Place, Venice, Florida 34292, is hereby appointed the Registered Agent of the Association.

ARTICLE IV - PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots and Common Area within the Property described in that certain Declaration of Covenants, Conditions and Restrictions for Berkshire Place, hereinafter called the "Declaration," applicable to the Property and recorded or to be recorded in the Public Records of Sarasota County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length, and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. In furtherance of these purposes, the Association is empowered to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;
- (b) enforce the provisions of the Declaration in its name;
- (c) fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and 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;
- (d) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (e) borrow money, and upon the affirmative vote of a majority of its members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in or otherwise transfer any or all of its real or personal property as security for money borrowed, debts incurred, or any of its other obligations;
- (f) dedicate, sell or transfer all or any part of the Common Area or its other property to any public agency, authority, or utility or to any other person, for such purposes and subject to such conditions as may be agreed to by the members; no such dedication or transfer shall be effective unless an instrument of dedication or transfer has approved by a majority vote of its members, with the formalities from time to time required for a deed under the laws of the State of Florida;
- (g) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the approval of a majority of its members;
- (h) from time to time adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots and the Common Area, consistent with the terms of the Declaration and these Articles;
- (i) enter into contracts for maintenance and/or construction of the Common Area improvements in accordance with the Declaration;

(j) have and exercise any and all powers, rights and privileges which a corporation not for profit organized under the laws of the State of Florida may now or hereafter have or exercise.

The activities of the Association will be financed by assessments against members as provided in the Declaration, and no part of the assets or net earnings of the Association will inure to the benefit of its members, trustees, directors, officers, or other private persons, except as provided by law.

ARTICLE V - MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association, and is transferred only and automatically by conveyance of title to a Lot; however, the foregoing shall not be construed to prohibit assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

ARTICLE VI - VOTING RIGHTS

Members shall be all Owners and shall be entitled to one vote for each Lot owned. If more than one person holds an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Prior to any meeting at which a vote is to be taken, each co-Owner must file the name of the voting co-Owner with the Secretary of the Association in order to entitle the voting co-Owner to vote at such meeting, unless such co-Owners have filed a general voting authority with the Secretary of the Association applicable to all votes until rescinded.

ARTICLE VII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association, but at no time shall be less than five (5). Any Director may succeed himself in office. At the first annual meeting, the members shall elect one Director for a term of one year, two Directors for a term of two years, and two Directors for a term of three years. At each annual meeting thereafter, the members shall elect Director(s) for a term of three years.

ARTICLE VIII - OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary, a Treasurer and such other officers as may be designated by the Bylaws, and at the times and in the manner prescribed in the Bylaws.

ARTICLE IX - INDEMNIFICATION

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil or criminal, administrative or investigative (whether or not by or in the right of the Association), by reason of the fact that he is or was a director and/or officer of the Association, against any and all expenses (including attorney's fees, court costs and appellate costs and fees), judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding, except for an officer and/or director who is adjudged guilty of willful misfeasance or willful malfeasance in the performance of his duties. Such right of indemnification shall continue as to a person who has ceased to be a director and/or officer and shall inure to the benefit of the heirs and personal representatives of such person. In addition, such right of indemnification shall apply to any action, claim or proceeding relating to a period of time during which this indemnification clause was in full force and effect. Provided however, that if any past or present officer and/or director sues the Association, other than to enforce this indemnification, such past or present director and/or officer instituting such suit shall not have the right of indemnification hereunder in connection with such suit. The Association is authorized to purchase insurance to provide funds for the indemnification hereinabove set forth, and, if such insurance is purchased but the proceeds of the same are not sufficient to cover the cost of indemnification, then the deficiency shall be paid from the Association's funds. If there are no funds available to pay the cost of the indemnification or deficiency

resulting from insufficient insurance coverage, then the Board of Directors shall assess the membership to cover such costs. This indemnification is an absolute right, and such assessments shall be made notwithstanding any other provisions contained herein to the contrary. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which the indemnities are entitled, including, without limitation, those conferred under Florida law or the Bylaws, Articles or any agreement executed by the Association.

ARTICLE X - DISSOLUTION: MERGER: CONSOLIDATION

The Association may be merged or consolidated with another association not for profit, or may be dissolved, with the assent given in writing and approved by a majority of its members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to the purposes of the Association set forth herein and in the Declaration.

ARTICLE XI - DURATION

The corporation shall exist perpetually.

ARTICLE XII - AMENDMENTS

Amendments to these Articles of Incorporation may be proposed by persons entitled to cast 25% of the votes entitled to be cast by its members or by a majority of the Board of Directors. These Articles may be amended, altered, supplemented or modified by the membership at any annual meeting of the Association, or at any special meeting duly called for such purpose, by the affirmative vote of a majority of the votes entitled to be cast by its membership. Such Amendments shall be effective when a copy thereof, signed by the Secretary or an Assistant Secretary and executed and acknowledged by the President or Vice President, has been filed with the Florida Secretary of State.

ARTICLE XIII - INTERPRETATION

Express reference is made to the terms and provisions of the Declaration where necessary to interpret, construe and clarify the provisions of these Articles. All terms defined in the Declaration shall have the same meaning where used herein. To the extent possible, these Articles shall be construed, interpreted and applied in a manner consistent and not in conflict with the terms and application of the Declaration.

In WITNESS WHEREOF, the undersigned, being the President and Secretary of Berkshire Place Association has affixed their signatures this 15 day of April, 2003.

President: [Signature]

Secretary: Patricia Gillen

STATE OF FLORIDA)

COUNTY OF SARASOTA)

BEFORE ME, the undersigned authority personally appeared _____, who, after being first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed, this 15th of April, 2003. He [is personally known to me] [or has produced _____ as identification].



Notary Public: [Signature]
My Commission Expires: 1-28-2006

Having been named to accept Service of Process for the corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Registered Agent: Patricia Allen

Date: 4/15/03