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FLORIDA PROFIT/NON PROFIT CORPORATION

Tropical Breeze Resort Condominium Association, Inc.

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C.S. 2-16

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ARTICLES OF INCORPORATION
OF
TROPICAL BREEZE RESORT CONDOMINIUM ASSOCIATION, INC.

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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 1
Name and Definitions

1.1) Name. The name of the corporation shall be TROPICAL BREEZE RESORT CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit. For convenience, the corporation shall be herein referred to as the "Association". The principal place of business is 5150 Ocean Boulevard, Sarasota, Florida 34242.

1.2) Address and Registered Agent. The street address of the initial registered office of the Association is 1605 Main Street, Suite 1111, Sarasota, FL 34236, and the name of the Association's initial registered agent is R. Craig Harrison.

ARTICLE 2
Purpose

2.1) Purpose. The purpose for which the Association is organized is to provide an entity pursuant to Florida Statutes 718.111 of the Condominium Act for the maintenance, operation and management of TROPICAL BREEZE RESORT CONDOMINIUM ASSOCIATION, INC. (herein referred to as the "Condominium") located in Sarasota County, Florida.

2.2) Distribution of Income. The Association shall make no distribution of income to and no dividend shall be paid to its members, directors, or officers.

2.3) No Shares of Stock. The Association shall have no shares of stock.

ARTICLE 3
Powers

3.1) Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit and all of the powers and duties of an Association as set forth in Section 718.111, Florida Statutes, and those set forth in the Declaration of Condominium and the Association Bylaws if not inconsistent with the Florida Condominium Act.

3.2) Specific Powers. The Association shall have all of the powers and duties set forth in the Condominium Act of the State of Florida and conferred by the Declaration, including all of the powers and duties reasonably necessary to maintain, manage, and operation the Condominium pursuant to such Declaration of Condominium 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) To maintain, repair, replace and operate the Condominium property.
- (d) To purchase insurance upon the Condominium property and insurance

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for the protection of the Association and its members as Unit Owners.

(e) To make and amend from time to time reasonable rules and regulations respecting the use of the property within the Condominium.

(f) To approve or disapprove the sale, transfer, lease, mortgage, occupation and ownership of Units in the Condominium.

(g) To enforce by legal means the provisions of the Condominium Act of the State of Florida, the Declaration of Condominium, these Articles of Incorporation, Bylaws of the Association, and the regulations for use of the property of the Condominium.

(h) To contract for the management and maintenance of the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by 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, execution of contracts on behalf of the Association.

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

(j) To employ personnel to perform the services required for proper operation of the Condominium.

(k) To acquire or enter into (prior or subsequent to the recording of the Declaration of Condominium), agreements whereby it acquires leaseholds, memberships or other possessory or use interests in real and personal property, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the Unit Owners, to declare expenses in connection therewith to be common expenses, and to adopt covenants and restrictions relating to the use thereof.

(l) To borrow money with following limitations: The Association shall have the right to borrow money upon the approval by the Board of Administrators alone up to an amount which is Twenty (20%) percent of the annual budget, cumulatively in a budget year. However, if the amount of same shall exceed Twenty (20%) percent of the annual budget, cumulatively in a budget year, then the loan may not be made unless ratified by a majority of the voting interests of all members of the Association.

3.3) Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof 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 of the Association.

3.4) Limitation On Exercise of Powers. 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 of the Association.

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ARTICLE 4

Members

4.1) Membership. The members of the Association shall consist of all of the record Owners of Units in the Condominium from time to time, and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2) Change of Membership. After receiving any approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, of a deed or other instrument establishing a change of record title to a Unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The Owner designated by the instrument thereby automatically becomes a member of the Association and membership of the prior owner is terminated.

4.3) Limitation on Transfer of Shares of Assets. 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 the members' Unit.

4.4) Voting. Each Unit shall be entitled to one vote. The Developer shall, during development and sale of Units, be entitled to the number of votes as provided in the Declaration, which votes may be apportioned to successor developers or partial successor developers as provided in the Declaration. 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 5

Administrators

5.1) Board of Administrators and Election of Administrators. The affairs of the Association shall be managed by a Board of Administration, the number of which shall be as provided in the Bylaws. The first board of administrators shall be appointed by the Developer as provided in the Bylaws. Thereafter, the Administrators of the Association shall be selected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Vacancies on the Board of Administrators shall be filled in the manner provided by the Bylaws of the Association and Administrators may be removed as provided for in the Bylaws to the extent that such provisions are consistent with the Condominium Act.

The administrators shall exercise all the duties and powers of the Association as provided by the common law and statutory powers of a corporation not for profit under the laws of the State of Florida, the Condominium Act, Declaration of Condominium, these Articles and the Bylaws.

ARTICLE 6

Officers

6.1) The affairs of the Association shall be administered by a President, one (1) or more Vice Presidents, a Secretary and a Treasurer and such other officers as may be designated in the Bylaws of the Association. The officers shall be elected by the board of directors at its annual meeting which shall immediately follow the annual meeting of the members of the corporation and shall serve at the pleasure of the board of directors.

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ARTICLE 7
Indemnification

7.1) **Indemnification**. The Association does indemnify any officer, Administrator, committee member, employee and agent who was or is a party in any proceedings (other than action by or in the right of the Association against such person), by reason of the fact that such person is or was an Administrator, officer, committee member, employee or agent of the Association, or is or was serving at the request of the Association as an Administrator, officer, committee member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against liability incurred in connection with such proceedings in accordance with and subject to the limitation of Florida Statute 607.0850 as amended from time to time.

7.2) **Exculpation**. This Association has been formed by officers, Administrators and/or nominees of the Developer named within the Articles of Incorporation. No contract or other transaction between this Association and the Developer or any other person or corporation shall be void or voidable because the Developer or its officers, Administrators, and/or nominees are financially interest in either this Association or are so interested in the other party to the contract or the transaction or both.

ARTICLE 8
Bylaws

8.1) The Bylaws of the Association may be altered, amended or repealed by the members in the manner provided by the Bylaws.

ARTICLE 9
Amendments

9.1) **Amendments**. Amendments to these Articles of Incorporation shall be adopted in the following manner:

- (a) 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.
- (b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Administrators or by a majority of the members of the Association.
- (c) Approval of Amendments to the Articles of Incorporation must be by at least 51% of the members of the Association.

9.2) **Limitation on Amendments**. No amendment shall make any changes in the qualification for membership, the voting rights of members, nor any change in Section 2.1, 2.2, or 2.3 of Article 2, Section 3.3 of Article 3, or Section 10.1 of Article 10, without approval in writing by all members and the joiner of all record owners of mortgages upon the condominium units.

9.3) A copy of each amendment to these Articles shall be filed with the Office of the Secretary of State as required for Articles of Incorporation and shall be recorded in the Public Records of Sarasota County, Florida.

ARTICLE 10
Term

10.1) **Term**. The term of the Association shall be perpetual.

ARTICLE 11
Subscribers (Incorporators)

11.1) Names and Addresses. The names and residence addresses of the subscribers (incorporators) of these Articles of Incorporation are as follows:

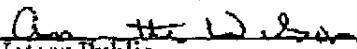
Richard Dear
P.O. Box 2383
Sarasota, FL 34230

IN WITNESS WHEREOF the subscriber has affixed his signature this 15 day of February 2006.


RICHARD DEAR

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15 day of February 2006, by RICHARD DEAR, who is personally known to me or who produced as identification.


Notary Public
My commission expires:



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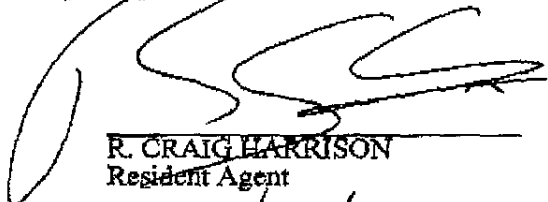
**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In pursuance of Florida Statutes, the following is submitted in compliance with said Statute:

That TROPICAL BREEZE RESORT 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 County of Sarasota, State of Florida, has named R. CRAIG HARRISON, located at 1605 Main St., Suite 1111, Sarasota, Florida 34236 as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Statute relative to keeping open said office.



R. CRAIG HARRISON
Resident Agent

Date: 2/15/06

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TALLAHASSEE, FLORIDA

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