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PAID BY KOSSEL, L. L. C.

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FILED

Ebling & Bazaire, P.L.

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Bradenton, FL 34205

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June 28, 2005

U.P.S

Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

RE: Articles of Incorporation
The Gardenia Condominium Association of Bradenton Beach, Inc.

Dear Sir/Madame:

Enclosed herewith please find an original and one copy of Articles of Incorporation of the above referenced corporation. Also enclosed is my check in the amount of \$78.75 for the filing fee. Please file the articles and return a certified copy to me for my records.

Thank you for your cooperation in this matter.

Very truly yours,
Ebling & Bazaire, P.L.



Jamie A. Ebling
For the Firm

JAE: jr
Enclosures

FILED

ARTICLES OF INCORPORATION

of

THE GARDENIA

CONDOMINIUM ASSOCIATION OF BRADENTON BEACH, INC.

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TALLAHASSEE, FLORIDA

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation not for profit under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

ARTICLE I.

NAME OF CORPORATION

The name of this corporation shall be THE GARDENIA CONDOMINIUM ASSOCIATION OF BRADENTON BEACH, INC., hereinafter referred to as the Association.

ARTICLE II.

GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium known as THE GARDENIA, a condominium ("GARDENIA") located in the County of Manatee Florida, and to perform all acts provided in the Declaration of Condominium of said Condominium and the Condominium Act, Chapter 718, Florida Statutes.

ARTICLE III.

POWERS

The Association shall have all of the condominium law and statutory powers of a corporation not for profit and all of the powers and duties set forth in said Condominium Act and the Declaration of Condominium of the GARDENIA. The Association may enter into lease agreements and may acquire and enter into agreements acquiring leaseholds, memberships and other possessory or use interests for terms up to and including 99 years, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members; including but not limited to lease of recreation areas and facilities. The Association may contract for the management and maintenance of the Condominium

Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with such funds shall be made available by the Association for such purposes. The Association may contract for and acquire one or more Condominium Units within the Condominium(s) it operates, for such purposes that are not in conflict with the Declaration of Condominium, these Articles of Incorporation or the Bylaws, including for the purposes of providing a Unit(s) for the manager(s) of the Condominium(s) which the Association operates, which shall include the power to assume or grant a mortgage encumbering the Unit(s) acquired by the Association. The Association may obtain loans for purposes of meeting the financial needs of running the Condominium(s) it operates, and as security therefor, pledge the income from Assessments (but not from reserves) collected from Unit Owners. The costs and expenses of obtaining and paying any such loan shall be a common expense. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

ARTICLE IV.

MEMBERS

All persons owning a vested present interest in the fee title to any of the condominium units of the GARDENIA as evidenced by a duly recorded proper instrument in the Public Records of Manatee County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the fee title terminates, except that upon termination of the entire condominium project, the membership shall consist of those who were members at the time of each conveyance of the respective units to the trustee as provided in said Declaration of Condominium. In the event a unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise its membership rights.

After the Association approves of a conveyance of a condominium unit as provided in said Declaration of Condominium, the change of membership in the Association shall be evidenced in the Association records by delivery to the Secretary of a certified copy of a deed or other instrument of conveyance.

Prior to the recording of said Declaration of Condominium in the public records of said county, the subscribers hereto shall remain the members of the Association and shall each be entitled to one vote.

ARTICLE V.
VOTING RIGHTS

Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of a joint ownership of a condominium unit, the vote to which that unit is entitled may be exercised by one of such joint owners by the remainder of the joint owners filing a Voting certificate with the Secretary of the Association; provided however, if the joint ownership is between husband and wife, either may cast the entire vote for the Unit unless the other objects.

ARTICLE VI.
INCOME DISTRIBUTION

No part of the income of this corporation shall be distributable to its members, except as compensation for services rendered.

ARTICLE VII.
EXISTENCE

This corporation shall exist perpetually unless dissolved according to law.

ARTICLE VIII.
REGISTERED AND PRINCIPAL OFFICE AND REGISTERED AGENT

The registered and principal office of the corporation shall be 401 South Bay Boulevard, Anna Maria, Florida 34216 and the registered agent at such address shall be Steven Noriega.

ARTICLE IX.
NUMBER OF DIRECTORS

The business of the corporation shall be conducted by a Board of Directors which shall consist of not less than three (3) nor more than five (5) persons, as determined by the members in accordance with the bylaws.

ARTICLE X.
FIRST BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the members of the first Board of Directors and officers, all of

whom shall hold office until their successors are duly elected and qualified, are as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Robert Byrne	Vice President & Director	1016 91st St NW Bradenton, FL 34209
Steven Noriega	President & Director	PO Box 1251, Anna Maria, FL 34216
Deborah Dorsey	Secretary/Treasurer/ Director	945 Byron Court Sarasota, FL 34243

ARTICLE XI.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. Indemnity. 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 contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount

unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XI.

D. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

E. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

F. Amendment. Notwithstanding anything to the contrary herein notwithstanding, the provisions of this Article XI may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XII.

RIGHTS OF DEVELOPER

GSR DEVELOPMENT, LLC, a Florida limited liability company, joined by Robert Byrne, which are the Developers of the GARDENIA, shall have full right and authority to manage the affairs and exclusive right to elect the directors of the Association (who need not be unit owners) until the following shall occur:

A. When Unit Owners other than Developer own fifteen percent (15%) or more of the Units in the condominium that will be operated ultimately by an Association, the Unit Owners other than Developer shall be entitled to elect no less than one-third of the members of the board of administration of the Association.

B. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the board of administration of an Association:

1. Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
2. Three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

3. When all of 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;
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 years after recordation of the Declaration of Condominium; or in the case of an Association which may ultimately operate more than one condominium, 7 years after recordation of the Declaration for the first condominium it operates; or in the case of an Association operating a phase condominium created pursuant to section 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one member of the board of administration of an Association as long as the Developer holds for sale in the ordinary course of business at least five (5) percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in the condominium operated by the Association. Following the time Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the Association or selecting the majority members of the board of administration.

C. Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as Developer holds at least five percent (5%) of the Units in GARDENIA.

ARTICLE XIII.

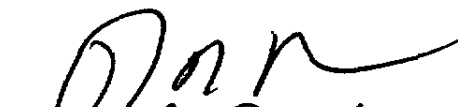
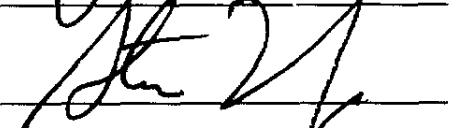
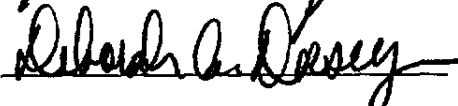
BYLAWS

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

ARTICLE XIV.

SUBSCRIBERS

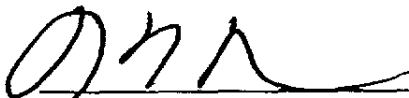
The names and street addresses of the subscribers to these Articles of Incorporation are as follows:

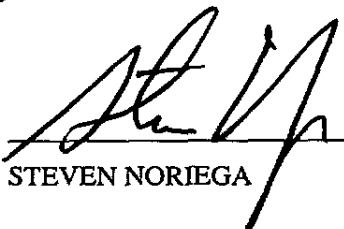
<u>Name</u>	<u>Office</u>	
Robert Byrne	Vice President & Director	
Steven Noriega	President & Director	
Deborah Dorsey	Secretary/Treasurer/ Director	

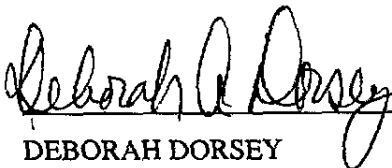
ARTICLE XV.
AMENDMENTS

The corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by a simple majority vote of all voting rights of all members of the corporation and all rights conferred upon the members herein are granted subject to this reservation.

IN WITNESS WHEREOF, we, the undersigned subscribers to these Articles of Incorporation, have hereunto set our hands and seals this 27th day of June, 2005.

 (SEAL)
ROBERT BYRNE

 (SEAL)
STEVEN NORIEGA

 (SEAL)
DEBORAH DORSEY

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 27th day of June,
2005, by ROBERT BYRNE, who is personally known to me or produced
_____ as identification and who did not take an oath.



Deborah A. Dorsey
My Commission DD275782
Expires December 17 2007

(NOTARIAL SEAL)

Deborah A. Dorsey
* DEBORAH A. DORSEY
*(Print Name of Notary Public)

Notary Public - State of Florida

My Commission Expires 12/17/07

Commission Number DD 275782

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 27th day of June,
2005, by STEVEN NORIEGA, who is personally known to me or produced
_____ as identification and who did not take an oath.



Deborah A. Dorsey
My Commission DD275782
Expires December 17 2007

(NOTARIAL SEAL)

Deborah A. Dorsey
* DEBORAH A. DORSEY
*(Print Name of Notary Public)

Notary Public - State of Florida

My Commission Expires 12/17/07

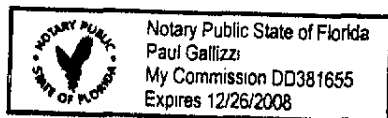
Commission Number DD 275782

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 27 day of June,
2005, by DEBORAH DORSEY, who is personally known to me or produced
_____ as identification and who did not take an oath.


* Paul Gallizzi

(NOTARIAL SEAL)



*(Print Name of Notary Public)

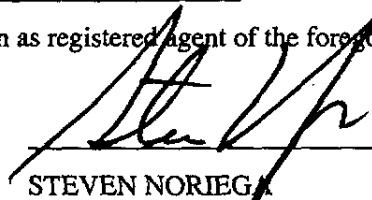
Notary Public - State of Florida

My Commission Expires 12/26/2008

Commission Number DD 381655

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the designation as registered agent of the foregoing corporation.


STEVEN NORIEGA

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CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA