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STATE
TALLAHASSEE FLORIDA

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CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. South Cleveland Avenue Land Condominium Association, Inc.
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

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NEW FILINGS	
<input type="checkbox"/>	Profit
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AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

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<input type="checkbox"/>	Reinstatement
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<input type="checkbox"/>	Other

Examiner's Initials



FLORIDA DEPARTMENT OF STATE
Division of Corporations

2005 DEC -9 PM 12:48

FLORIDA DEPARTMENT OF STATE
TALLAHASSEE FLORIDA

December 8, 2005

FILINGS INC.
2805 LITTLE DEAL ROAD
TALLAHASSEE, FL 32308

SUBJECT: SOUTH CLEVELAND AVENUE LAND CONDOMINIUM
ASSOCIATION, INC.
Ref. Number: W05000054277

We have received your document for SOUTH CLEVELAND AVENUE LAND CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must list the corporation's principal office and/or a mailing address in the document.

An effective date may be added to the Articles of Incorporation if a 2006 date is needed, otherwise the date of receipt will be the file date. A separate article must be added to the Articles of Incorporation for the effective date.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6973.

Claretha Golden
Document Specialist
New Filing Section

Letter Number: 405A00071071

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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2005 DEC -9 PM 12:48

STATE
TALLAHASSEE FLORIDA

ARTICLES OF INCORPORATION

OF

SOUTH CLEVELAND AVENUE LAND CONDOMINIUM ASSOCIATION, INC.

(A Florida Corporation Not For Profit)

In order to organize a corporation not for profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned hereby associate ourselves into a corporation not for profit for the purposes and with the powers hereinafter set forth and to that end, we do make and subscribe to the following Articles of Incorporation:

ARTICLE I

DEFINITIONS

The terms contained in these Articles which are contained in Chapter 718, Florida Statutes (the "Condominium Act") shall have the meaning of such terms set forth in such act, and the following terms shall have the following meanings:

(a) "South Cleveland Avenue Land Condominium", or the "Condominium" are the names by which the Condominium Property, as hereinafter defined, may be identified herein.

(b) "Condominium Property" means the land, all improvements thereon, and all personal property used in connection therewith, which are submitted to condominium ownership under the Declaration, as hereinafter defined, and as are more particularly described therein, and all easements and rights appurtenant thereto.

(c) "Unit" means a "unit", as defined in the Condominium Act, which is part of the Condominium Property.

(d) "Owner" or "Unit Owner" means the owner of a Unit.

(e) "Developer" means YASHODA HOSPITALITY, INC., a Florida corporation, and NUSBAUM-BURANDT, L.L.C., a Florida limited liability company, and the successors to and assigns of the rights of Developer under these Articles; provided, however, an Owner shall not solely by the purchase of a Unit be deemed a successor to or assignee of the rights of Developer under these Articles unless such Owner is specifically so designated as such as successor to or assignee of such rights in the respective instrument of conveyance or any other instrument executed by Developer.

(f) "Association" means South Cleveland Avenue Land Condominium Association, Inc., a Florida corporation not for profit.

(g) "Board" means the Board of Directors of the Association.

- (h) "Member" means a member of the Association.
- (i) "Articles" means these Articles of Incorporation of the Association.
- (j) "Bylaws" means the Bylaws of the Association.
- (k) "Rules" means any rules and regulations duly promulgated by the Board pursuant to its powers under any of the "Condominium Documents", as hereinafter defined.
- (l) "Declaration" means the Declaration of Condominium of South Beach Land Condominium.
- (m) "Condominium Documents" means the Declaration, these Articles, the Bylaws, the Rules, and any document or instrument referred to or contemplated by the foregoing documents.
- (n) "Institutional First Mortgagee" means any commercial bank; savings bank; savings and loan association; life insurance company; federal agency, corporation or association; mortgage lending corporation, association, or trust; real estate investment trust; any affiliate or subsidiary of the foregoing; any mortgagee who joins in and consents to the Declaration; Developer; and any successors or assigns thereof; if and as long as the respective entity or person holds a first mortgage on a Unit.

ARTICLE II

NAME

The name of this corporation shall be **South Cleveland Avenue Land Condominium Association, Inc.** (referred to herein as the "Association"). *Principal Office 4805 S. Cleveland Avenue, Fort Myers, Florida 33907*

ARTICLE III

PURPOSE OF ASSOCIATION

The purpose of the Association is to administer, manage and operate South Beach Land Condominium; and in so doing the Association shall operate and maintain the Condominium Property as provided in the Declaration.

ARTICLE IV

POWERS

In furtherance of the foregoing purposes, the Association shall have the following powers:

- (a) The Association shall have all of the common law and statutory powers of a Florida corporation not for profit which are not in conflict with the Condominium Act or the terms and conditions of the Condominium Documents;

(b) The Association shall have all of the powers of a condominium association under the Condominium Act and all of the powers granted to the Association under any of the Condominium Documents;

(c) The Association shall have all of the powers reasonably necessary to implement the purposes of the Association set forth in these Articles and in any of the Condominium Documents, including but not limited to the following powers, which powers will be exercised in accordance with the Condominium Act and the Condominium Documents:

(i) to make, establish, amend and enforce reasonable rules and regulations governing the Condominium and the use of any Condominium Property;

(ii) to make, levy, collect and enforce assessments against Owners to provide funds to pay for the expenses of the Association and the administration, management, operation and maintenance of the Condominium and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association;

(iii) to administer, manage and operate the Condominium and to maintain, repair and replace Condominium Property;

(iv) to construct and reconstruct Condominium Property in the event of casualty or other loss;

(v) to enforce by legal means the provisions of the Condominium Documents;

(vi) to own and convey property;

(vii) to sue and to defend suits;

(viii) to employ personnel, retain independent contractors and professional personnel, and enter into any supply, service, management or other agreements and contracts consistent with the purposes of the Association to provide for the administration, management, and operation of the Condominium and the Association and the maintenance, care and repair of Condominium Property;

(ix) to take any other action necessary for the purposes for which the Association is organized.

ARTICLE V

MEMBERS

The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership, and the manner of voting by Members shall be as follows:

(a) Until such time as Developer conveys a Unit, the membership of this Association shall be comprised solely of the subscribers to these Articles ("Subscriber

Members"), and in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one vote on all matters requiring a vote of the membership.

(b) Upon the conveyance by Developer of a Unit, membership of the Subscriber Members in the Association shall be automatically terminated. Thereafter, each and every Owner (and only Owners), including the Developer as to Units owned by developer, shall be entitled to be Members and to exercise all of the rights and privileges of Members.

(c) Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of an instrument of acquisition amongst the Public Records of LEE County, Florida. Where title to a Unit is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, device, judicial decree or otherwise, the person, persons or entity thereby acquiring such Unit shall not be a Member unless and until such owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

(d) No Member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to his Unit.

(e) Any Member who conveys or loses title to a Unit by sale, gift, bequest, judicial decree or otherwise shall immediately upon such conveyance or loss of title no longer be entitled to be a Member of the Association, shall not be such a Member, and shall lose all rights and privileges of a Member of the Association.

(f) If there is one Member with respect to a Unit, such Member shall be entitled to one vote as more specifically provided in the Declaration. If there is more than one Member with respect to a Unit as a result of the fee interest in such Unit being held by more than one person, such Members collectively shall be entitled to only one vote. The vote of the owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the owners of the Unit, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Unit shall not be considered for any purpose.

ARTICLE VI

TERM

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

ARTICLE VII

SUBSCRIBERS

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

<u>NAME</u>	<u>ADDRESS</u>
MICHAEL M. WALLACK, ESQ.	1819 Main Street, Suite 1100 Sarasota, FL 34236

ARTICLE VIII

OFFICERS

8.1 The affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a Treasurer, and, if elected by the Board, an Assistant Secretary an Assistant Treasurer and such other officers and assistant officers as may be designed by the Board, all of which officers shall be subject to the directions of the Board.

8.2 The Board shall elect officers of the Association annually at the first meeting of the Board. Officers may be removed by the Board in the manner provided in the Bylaws and such officers may be replaced or additional officers elected as the Board shall from time to time determine. The President shall be a Director of the Association, but no other officer need be a Director. 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 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 Board are as follows:

President/Treasurer	Tarun Patel
Vice President/Secretary	Robert B. Burandt

ARTICLE X

BOARD OF DIRECTORS

10.1 The number of persons constituting the first Board of Directors (the "First Board") shall be four (4), and the number of directors on the board thereafter shall be four (4).

10.2 The names and addresses of the persons who are to serve as directors on the First Board until the first election of their respective successors in accordance with this Article X are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Tarun Patel	12635 South Cleveland Avenue Ft. Myers, FL 33907
Pinakin Patel	12635 South Cleveland Avenue Ft. Myers, FL 33907
Robert B. Burandt	1714 Cape Coral Parkway Cape Coral, FL 33904
Kurt Nusbaum	4811 Cleveland Avenue Ft. Myers, FL 33907

10.3 The First Board shall serve until the earliest to occur of the following events:

(a) The sending by Developer to the Association and to each Member of a written notice that Developer voluntarily relinquishes its right to continue to designate any of the members of the Board of Directors of the Association; or

(b) Developer no longer holds for sale in the ordinary course of business at least five (5%) percent of the Units.

10.4 Developer reserves the right to designate and elect successor directors to serve on the First board upon the resignation or removal of directors from the First Board or upon the election of the First Board at annual meetings of the Members of the Association for so long as the First Board is to serve; provided, however, the Members of the Association other than Developer shall have such right of designation and election to the extent set forth in Sections 10.5 and 10.6 immediately following.

10.5 The Members of the Association other than Developer shall have the right to elect one (1) member of the First Board after such Members of the Association own fifteen (15%) percent or more of the Units.

10.6 The Members of the Association other than Developer shall have the right to elect not less than a majority of the First Board following the earliest to occur of the following events (the "Turnover Date"):

(a) Three years after fifty (50%) percent of the Units have been conveyed to purchasers by Developer;

(b) Three months after ninety (90%) of the Units have been conveyed to purchasers by Developer;

(c) 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 Developer in the ordinary course of business;

(d) When some of the Units have been conveyed to purchasers by Developer, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(e) Seven (7) years after recordation of the Declaration.

the Developer is entitled to elect at least one (1) member of the Board 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.

10.7 Upon the occurrence of an event giving rise to the right of the Members of the Association other than Developer to elect a member of the First Board under Paragraphs 10.5 and 10.6 above, or upon the right of the Members of the Association to elect the entire Board upon the termination of the First Board, the Members shall elect such directors at a special meeting called by the Board for such purpose. Notice of such meeting shall be forwarded to all Members of the Association within seventy-five (75) days after Members are so entitled to elect such directors and the Members shall be given at least sixty (60) but not more than seventy (70) days' notice of such meeting. The election shall proceed as provided in Section 718.112(2)(d) of the Act. The notice may be given by any Unit Owner if the Association fails to do so. The term of any member of the First Board who has been elected by Members of the Association shall extend until the next annual meeting of the Members of the Association and until a successor is duly elected by such Members and qualified. Upon election of the first Member of the Association other than the Developer to the Board, the Developer shall forward to the division the name and mailing address of the such Member.

10.8 After the termination of the First Board, the Board shall serve until the next annual meeting of the Members of the Association, whereupon the Members shall elect all of the directors to serve on the Board in accordance with the Bylaws of the Association, and the Board shall continue to be so elected at subsequent annual meetings of the Members of the Association.

10.9 Inasmuch as all of the Units of the Condominium will be conveyed by the Developer to the Developer entities (i.e., Unit 1 will be conveyed to Developer, Nusbaum-Burandt, L.L.C., and Unit 2 will be conveyed to Developer, Yashoda Hospitality, Inc.), the provisions of Sections 10.5, 10.6 and 10.5 hereinabove shall not apply and both Nusbaum-Burandt, L.L.C. in its ownership of Unit 1, and Yashoda Hospitality, Inc. in its ownership of Unit 2 will, for the purposes of this Condominium and the Condominium Documents, be considered Unit Owners other than the Developer.

ARTICLE XI

BYLAWS

The Bylaws of the Association shall be made and adopted by the First Board, and thereafter may be altered, amended or rescinded by a majority of the Board and a majority of the Members present at a meeting of each of such bodies in the manner provided for in the Bylaws.

ARTICLE XII

AMENDMENT

12.1 Prior to the conveyance by Developer of a Unit, these Articles may be amended only by an instrument in writing signed by all of the Subscriber Members and filed in the Office of the Secretary of State of the State of Florida.

After the conveyance by Developer of a Unit, these Articles may be amended in the following manner:

An amendment may be first considered by either the Board or the Members, and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Board or of the Membership) at which time such proposed amendment shall be considered. Upon approval of a proposed amendment by either the Board or the Members, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the Members must be by a vote of two-thirds (2/3) of the Members present at a meeting of the Members at which a quorum is present, and approval by the board must be by two-thirds (2/3) of the directors present at a meeting of the directors at which a quorum is present.

12.3 Notwithstanding any provision of this Article XII to the contrary, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights or priorities of any Institutional First Mortgagee or Developer, including the rights of Developer to designate the directors of the First Board as provided in Article X hereof, without the prior written consent to such amendment by Developer or such Institutional First Mortgagee, as the case may be.

12.4 Notwithstanding any provision of this Article XII to the contrary, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in any other Condominium Document, as the same may be amended from time to time in accordance with the respective provisions thereof.

12.5 Any instrument amending the Articles shall identify the particular Section or Sections being amended and give the exact language of such amendment. A certified copy of each of such amendments shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of LEE County, Florida.

ARTICLE XIII

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association and the name of the initial registered agent of the Association at such address shall be as follows:

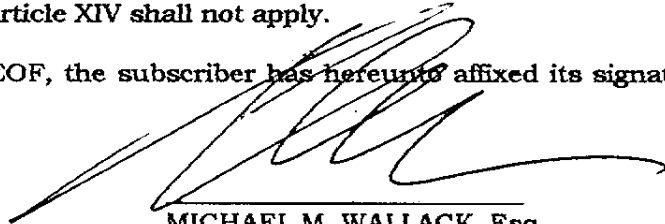
MICHAEL M. WALLACK, ESQ. 1819 Main Street, Suite 1100
Sarasota, Florida 34236

ARTICLE XIV

INDEMNIFICATION

The Association shall indemnify any officer or director, or any former officer or director, to the fullest extent permitted under law. Without limiting the foregoing, each and every director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any threatened, pending or completed proceeding or litigation, or any settlement in which he is a party, by reason of his being or having been a director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such a person is a director or officer at the time such cost, expense or liability is incurred. Notwithstanding the foregoing, in the event a director or officer admits or is adjudged guilty of unlawful conduct or liable for gross negligence or willful malfeasance in the performance of his duties, the indemnification provisions of this Article XIV shall not apply.

IN WITNESS WHEREOF, the subscriber has hereunto affixed its signatures this 5 day of December, 2005.



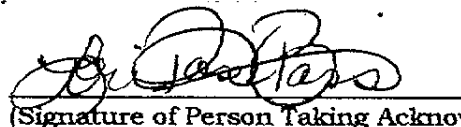
MICHAEL M. WALLACK, Esq.

State of Florida
County of Sarasota

The foregoing instrument was acknowledged before me this 5th day of December, 2005 by MICHAEL M. WALLACK, ESQ., who is personally known to me, or who has produced _____ as identification.



Lori Rose Bass
My Commission DD216717
Expires July 11, 2007



(Signature of Person Taking Acknowledgment)

LORI ROSE BASS

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

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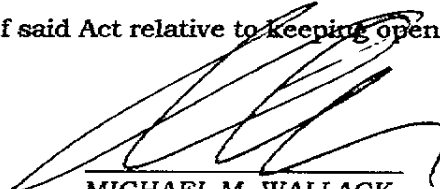
STATE OF FLORIDA
TALLAHASSEE FLORIDA

**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 Chapter 48.091, Florida Statutes, the following is submitted,
in compliance with said act:

First—**South Cleveland Avenue Land 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 at the City of Sarasota, State of Florida, has
named MICHAEL M. WALLACK located at 1819 Main Street, Suite 1100, Sarasota, Florida,
34236 as its agent to accept service of process within this State.

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



MICHAEL M. WALLACK
Registered Agent