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TALLAHASSEE, FLORIDA

FLORIDA PROFIT/NON PROFIT CORPORATION

Residences at Grande Bay Condominium Association, In

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**ARTICLES OF INCORPORATION
OF
RESIDENCES AT GRANDE BAY
CONDOMINIUM ASSOCIATION, INC.**

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SECRETARY OF STATE
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, ADDRESS AND REGISTERED AGENT**

The name of this corporation shall be Residences at Grande Bay Condominium Association, Inc. (hereafter referred to as the "Association"), with offices located at 480 Blackburn Point Road, Osprey, Florida 34229. The registered agent shall be Berlin Law Firm, P.A. (hereinafter referred to as the "Registered Agent"), with offices located at 1819 Main Street, Suite 302, Sarasota, Florida 34236.

**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 Residences at Grande Bay, a Condominium (the "Condominium"), located in the County of Sarasota, State of 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 AND DUTIES**

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, the Declaration of Condominium of Residences at Grande Bay, a Condominium, and the Bylaws of Residences at Grande Bay a Condominium. 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 operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. 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

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Association may obtain loans for purposes of meeting the financial needs of running the Condominium it operates, and as security therefore, mortgage Association property or pledge the income from assessments collected from Unit owners. 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.
MEMBERSHIP

All persons owning a vested present interest in the fee title to any of the condominium units (each a "Unit") of Residences at Grande Bay, a Condominium, as evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be members. Memberships 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, directors, or other official so designated by such legal entity shall exercise its membership rights. Membership in the Association shall be evidenced in the Association records by delivery to the Secretary thereof of a copy of a deed or other instrument of conveyance and as otherwise provided in the Bylaws. Notwithstanding anything contained herein to the contrary, prior to the recording of the Declaration of Condominium in the public records, the Subscribers hereto are hereby permitted to, and 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 the Association meetings, unless subsequently subdivided. In the event of a joint ownership of a Condominium Unit, the vote to which that Unit is entitled shall be apportioned among the owners as their interest may appear, or 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 the Association shall be distributable to its members, except as compensation for services rendered in accordance with the Bylaws.

ARTICLE VII.
EXISTENCE

The Association shall exist perpetually unless dissolved according to law. If the Association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

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ARTICLE VIII
NUMBER OF DIRECTORS

The business of the Association shall be managed by a Board of Directors, which shall consist of no less than three (3) members, nor more than five (5) members, in accordance with the Bylaws. The method of election of directors is stated in the Bylaws.

ARTICLE IX
FIRST BOARD OF DIRECTORS

The names and post office addresses of the members of the first Board of Directors, all of whom shall hold office until their successors are duly elected and qualified, are as follows:

Name	Office	Address
Thomas J. LeFevre	Director	480 Blackburn Point Road, Osprey, Florida 34229
David P. Babel	Director	480 Blackburn Point Road, Osprey, Florida 34229
Evan N. Berlin	Director	1819 Main Street, Suite 302, Sarasota, Florida 34236

ARTICLE X
INITIAL OFFICERS

The affairs of the Administration shall be administered by the officers designated herein. The officers shall be elected by the Board of Directors and shall serve at the pleasure of the Board of Directors. The names and post office addresses of the initial officers, all of whom shall hold office until their successors are duly elected and qualified, are as follows:

Name	Office	Address
Thomas J. LeFevre	President	480 Blackburn Point Road, Osprey, Florida 34229
David P. Babel	Vice President	480 Blackburn Point Road, Osprey, Florida 34229
Evan N. Berlin	Secretary/Treasurer	1819 Main Street, Suite 302, Sarasota, Florida 34236

ARTICLE XI
SUBSCRIBERS

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

Name	Address
Thomas J. LeFevre	480 Blackburn Point Road, Osprey, Florida 34229
David P. Babel	480 Blackburn Point Road, Osprey, Florida 34229
Evan N. Berlin	1819 Main Street, Suite 302, Sarasota, Florida 34236

ARTICLE XII
INDEMNIFICATION OF OFFICERS AND BOARD OF DIRECTORS

A. Indemnity. The Association shall indemnify any person who was or is a party of, or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings,

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whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, subscriber, 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 such person in connection with such action, suit or proceedings, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that such person did not act in good faith, nor in a manner such person 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 such person had reasonable cause to believe their conduct was unlawful, and (ii) 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/she 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, subscriber, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by them 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, subscriber, officer, employee or agent to repay such amount unless it shall ultimately be determined that such person 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 bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, subscriber, 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, subscriber, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her 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.** Anything to the contrary herein notwithstanding, the provisions of this Article XI may not be amended without the prior written consent of Seventy-five Percent (75%) of the voting interests of the members.

ARTICLE XII **RIGHTS OF DEVELOPER**

Bayonne Development, LLC (hereinafter "Developer"), which is the Developer of Residences at Grande, a Condominium, shall have full right and authority to manage the affairs of, and the exclusive right to elect the directors of the Association (who need not be Unit owners) until the following shall occur:

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(a) When Unit owners other than the Developer own fifteen percent (15%) or more of the Units in any condominium that will be operated ultimately by the Association, they shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors.

(b) Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors at the earliest of:

(1) Three (3) years after fifty percent (50%) of the Units that ultimately will be operated by the Association have been conveyed to third party purchasers; or

(2) Three (3) months after ninety percent (90%) of the Units that ultimately will be operated by the Association have been conveyed to third party purchasers; or

(3) When all Units that ultimately will be operated by the Association have been completed, some of them have been conveyed to third party purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(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 (7) years after recordation of the Declaration of Condominium.

(c) Notwithstanding anything contained herein to the contrary, the Developer is entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units that ultimately will be operated by the Association. Following the time the 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 Directors.

(d) Within seventy-five (75) calendar days after the Unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than sixty (60) days notice of a meeting of the Unit owners to elect the member or members of the Board of Directors. The meeting may be called and the notice given by any Unit owner if the Association fails to do so.

(e) At the time that Unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall relinquish control of the Association and the Unit owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Unit owners and of the Association held or controlled by the Developer, including but not limited to those items specified in the Act.

(f) In any action brought to compel transfer of Association control and election of Directors by Unit owners other than the Developer, the summary procedure provided for in F.S. 51.011 may be employed, and the prevailing party shall be entitled to recover reasonable attorneys' fees.

(g) Nothing contained in this Article shall be deemed to prevent the Developer from transferring control of the Association to Unit owners other than the Developer before the occurrence of the events described in this Article.

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ARTICLE XIV.
BYLAWS

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

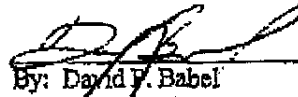
ARTICLE XVI
AMENDMENTS

The Association reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by a simple majority vote of all members of the Association, other than the provisions of Article XII, which shall require seventy-five percent (75%) of the voting interest of the member to effect an Amendment thereto. All rights conferred upon the members herein are granted subject to these reservations. Any amendment material to the rights of a first mortgagee shall be joined and consented to by said holder of a first mortgage lien on units subject to assessment by the Association.

IN WITNESS WHEREOF, we, the undersigned subscribers to these Articles Incorporation, have hereunto set our hands and seals this 18 day of January 2006.



By: Thomas J. LeFevre
Its: President



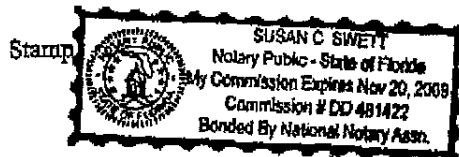
By: David P. Babel
Its: Vice President

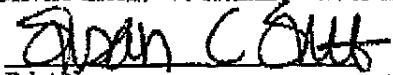


By: Evan N. Berlin
Its: Secretary/Treasurer

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Articles of Incorporation were acknowledged before me this 18 day January, 2006 by Thomas J. LeFevre, as President, who has provided a Drivers License as identification or is personally known to me.




Print Name SUSAN C. SWETT
Commission expires _____

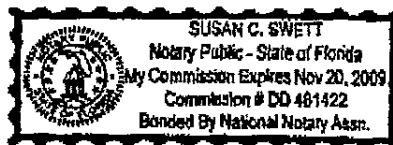
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STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Articles of Incorporation were acknowledged before me 18 day January, 2006 by David P. Babel, as Vice President, who has provided a Florida Driver's License as identification or is personally known to me.

Stamp

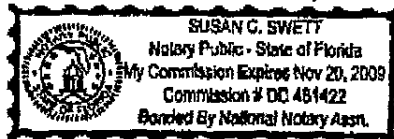


Susan C Swett
Print Name SUSAN C. SWETT
Commission expires _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Articles of Incorporation were acknowledged before me this 18 day January, 2006 by Evan N. Berlin, as Secretary/Treasurer, who has provided a Florida Driver's License as identification or is personally known to me.

Stamp



Evan N Berlin
Print Name _____
Commission expires SUSAN C. SWETT

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE OF PROCESS WITHIN
THE STATE AND NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In pursuance of Chapter 48.091 and 617.0501, Florida Statutes, the following is submitted in compliance with said Act:

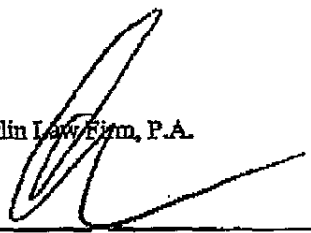
That Residences at Grande Bay Condominium Association, Inc., desiring to organize under the laws of the State of Florida, with its principal offices located at 480 Blackburn Point Road, Osprey, Florida 34229, has named Berlin Law Firm, P.A., whose office is located at 1819 Main Street, Suite 302, Sarasota, Florida 34236, as its agent to accept service of process within the State.

ACCEPTANCE BY REGISTERED AGENT

Having been named as registered agent to accept service of process for the above-stated corporation, at the place designated in this Certificate, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the property and complete performance of my duties.

Dated this 18 day of January, 2006

Berlin Law Firm, P.A.


By: Evan N. Berlin, Esq.
As its President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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