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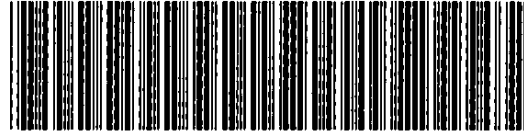
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

*Clearwater Gardens Luxury
Condominium Association, Inc.*

Signature

Requested by:

Name

Date

Time

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☒ Art of Inc. File

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ARTICLES OF INCORPORATION OF

FILED

CLEARWATER GARDENS LUXURY

2007 AUG -8 A 9:20

**CONDOMINIUM ASSOCIATION, INC.
A NON-PROFIT FLORIDA CORPORATION**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I, the undersigned hereby authorize the filing of these Articles 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

Section 1. Name and Principal Office. The name of the corporation shall be Clearwater Gardens Luxury Condominium Association, Inc., a non-profit Florida corporation. For convenience the corporation shall be referred to in these Articles as the "Association." The initial principal offices of the Association shall be located at 601 North Fort Harrison Ave., Clearwater, FL 33755.

Section 2. Registered Office and Registered Agent. The street address of the initial registered office of the Association is 601 North Fort Harrison Ave, Clearwater, FL 33755. The name of the Association's initial registered agent is Mark Tezaris.

ARTICLE II

DEFINITIONS

Unless a contrary intent is apparent, terms used in these Articles of Incorporation shall have the same meaning as set forth in the Declaration of Condominium for Clearwater Gardens Luxury Condominium (the "Declaration"), to be recorded in the Public Records of Pinellas County, Florida, with respect to the land described therein.

ARTICLE III

PURPOSE

Section 1. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the maintenance, operation and management of Clearwater Gardens Luxury Condominium (the "Condominium"), located in Pinellas County, Florida. The Condominium is being developed and sold by Tezaris & Bieber Acquisitions, LLC, a Florida limited liability company (the "Developer").

Section 2. Distribution of income. The Association shall make no distribution of income to and no dividend shall be paid to its member, directors or officers.

Section 3. No Shares of Stock. The Association shall not have or issue shares of stock.

ARTICLE IV POWERS AND DUTIES

Section 1. Common Law and Statutory Powers. The Association shall have and exercise all rights and powers conferred upon corporations not for profit under the laws of the State of Florida consistent with these Articles and the Declaration.

Section 2. Specific Powers. The Association shall also have all of the powers and authority reasonably necessary or appropriate to carry out the duties imposed upon it by the Declaration, including, but not limited to, the following:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as defined in the Declaration;
- (b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments and assessment liens pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes for governmental charges levied or imposed against the property of the corporation;
- (c) To acquire (by gift, purchase or lease), to own, hold, improve, insure, build upon, operate, maintain, replace and to repair, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, and to contract improvements and to repair, remodel and demolish the same, on any property that is owned or leased by the Association;
- (d) To borrow money, and with the consent of two-thirds (2/3) of each of its members, mortgage, pledge, deed and trust, or hypothecate any or all of its real or personal property, including any lien rights it may have, as security for money borrowed or debts incurred;
- (e) To participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes or to annex additional property and common elements, provided that such mergers, consolidation or organization shall have the consent of two-thirds (2/3) of its members;
- (f) To make and amend reasonable Rules and Regulations respecting the use of any property or facilities over which the Association may have control, jurisdiction or administrative responsibilities, and to provide the penalties for the violation of any such Rules and Regulations; provided, however, that all such Rules and Regulations and amendments thereto (except for the initial Rules and Regulations which may be adopted by the first Board of Directors) shall be approved by not less than sixty percent (60%) of

the votes of the entire membership of the Association before same shall become effective;

(g) To contract for the maintenance of such recreational facilities, and other areas and improvements as maybe placed under the jurisdiction of this Association either by the Declaration or by resolution adopted by the Association's Board of Directors;

(h) To employ such legal counsel, accountants and other agents or employees as may be deemed necessary for the protection and furtherance of the interests of the Association and of its members and to carry out the purposes of the Association;

(i) To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as unit owners;

(j) To enforce by legal means the provisions of the Florida Condominium Act, the Declaration, these Articles, the Bylaws of the Association and the Rules and Regulations for use of the property of the Condominium, if any;

(k) To contract for the management of the Condominium and to delegate to such manager all powers and duties of the Association, except such as are specifically required by the Declaration to have the approval of the membership of the Association;

(l) To purchase units in the Condominium, and to acquire and hold, lease, mortgage and convey the same, subject, however, to the provisions of the Declaration and the Bylaws of the Association relative thereto; and

(m) To operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

ARTICLE V MEMBERSHIP

Section 1. Members. The members of the Association shall consist of the record owners of units in the Condominium.

Section 2. Developer as Member. The Developer shall be a member of the Association so long as the Developer owns any portion of the Condominium property that the Developer intends to be subjected to the terms of the Declaration, or so long as the Developer holds a mortgage encumbering any portion of the Condominium property.

Section 3. Change of Membership. After receiving any approval of the Association required by the Declaration, change of membership in the Association shall be established by the recording in the Public Records of Pinellas 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 copy of such recorded instrument. The owner designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior owner shall terminate. In the event of death of any Owner Member, his membership shall be automatically transferred to his heirs or successors in interest.

Section 4. 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.

ARTICLE VI VOTING RIGHTS

The owner of each unit in the Condominium shall have one (1) full vote, which vote shall be cast by a designated owner as provided for in the Declaration.

ARTICLE VII BOARD OF DIRECTORS

Section 1. Directors. The affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined by the Bylaws, which shall in no event be more than five (5) Directors and not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

Section 2. First Board of Administration. The names and addresses of the persons who are to initially act in the capacity of Directors until the selection of their successors are:

Name	Address
Mark Tezaris	4965 West Breeze Circle, Palm Harbor, FL 34683
Thomas Bieber	120 4 th Place, Ste. 2C, Brooklyn, NY 11231
Cynthia Tezaris	4965 West Breeze Circle, Palm Harbor, FL 34683

Section 3. Term and Election. Unless contrary provisions are contained in the Association's Bylaws or made by law, each Director's term of office shall be for one (1) year, provided that all Directors shall continue in office until their successors are duly elected and installed. The Directors shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Administration shall be filled in the manner provided by the Bylaws of the Association.

ARTICLE VIII OFFICERS

The affairs of this Association 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. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Office</u>	Name	Address
President:	Mark Tezaris	4965 West Breeze Circle, Palm Harbor, FL 34683
Vice President:		
	Thomas Bieber	120 4 th Place, Ste. 2C, Brooklyn, NY 11231

Treasurer/Secretary:

Cynthia Tezaris 4965 West Breeze Circle, Palm Harbor, FL 34683

ARTICLE IX SUBSCRIBERS

The name and business address of the subscribing Incorporator to the Articles of Incorporation is:

Name	Address
Mark Tezaris	4965 West Breeze Circle, Palm Harbor, FL 34683

ARTICLE X INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities; including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a part or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XI
BYLAWS

The first Bylaws of this corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded by the members in the manner provided by the Bylaws.

ARTICLE XII
AMENDMENTS

Section 1. Amendments. Amendments to these Articles may be made and adopted upon the following conditions:

(a) A notice of the proposed amendment shall be included in the notice of the Members' meeting which shall consider the amendment, The meeting may be the annual meeting or a special meeting;

(b) There is an affirmative vote of two-thirds (2/3) of the membership votes entitled to be cast; and

(c) A copy of each amendment shall be certified by the Secretary of State and shall be recorded in the Public Records of Pinellas County, Florida in accordance with the Florida Condominium Act.

Section 2. Limitation. No amendment shall make any changes which would in any way affect any of the rights, privileges, power or options herein provided In favor of, or reserved to, Developer, unless Developer joins in the execution of the amendment, and no amendment shall be made that is in conflict with the Florida Condominium Act or the Declaration.

ARTICLE XIII
TERM

The term of the Association shall be perpetual unless the Condominium is terminated pursuant to the provisions of the Declaration and in the event of such termination, the corporation shall be dissolved in accordance with the law. Upon dissolution of the Association, the property consisting of the surface water management system shall be conveyed to an appropriate agency of the local government; or, if not accepted by the agency, then the surface water management system shall be dedicated to a similar nonprofit corporation.

IN WITNESS WHEREOF, I, the undersigned subscriber to the Articles of Incorporation, have hereunto set my hand and seat this 6th day of August, 2007.

By: 

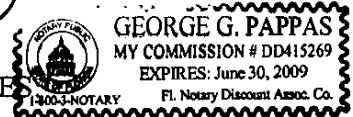
Name: Mark Tezaris

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 6th day of August, 2007, by Mark Tezaris, as Incorporator of Clearwater Gardens Luxury Condominium Association, Inc., a non-profit Florida corporation, on behalf of the non-profit corporation. He is personally known to me or has produced his Florida Driver's License.



Notary Public:

MY COMMISSION EXPIRES



ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the designation as registered agent of Clearwater Gardens Luxury Condominium Association, Inc.



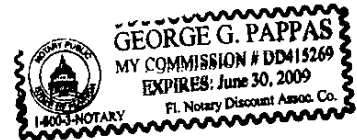
Name: Mark Tezaris
Registered Agent

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 6th day of August, 2007, by Mark Tezaris, as registered agent, who is personally known to me or who produced his Florida Driver's License as identification.



Notary Public
MY COMMISSION EXPIRES:



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA