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W05-2373

LAW OFFICES

MULLEN & BIZZARRO, P.A.

JOSEPH P. MULLEN
DEBORAH L. BIZZARRO

JAMES H. MURRAY, JR.
OF COUNSEL

SUITE PH-C
2929 EAST COMMERCIAL BOULEVARD
FORT LAUDERDALE, FLORIDA 33308
(954) 772-9100 Ext. 15
FAX (954) 493-8765

E-MAIL
JPMULLEN@NETDOR.COM
DLBIZZARRO@NETDOR.COM

January 11, 2005

FEDERAL EXPRESS

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

**RE: VILLA CAPRICE CONDOMINIUM ASSOCIATION, INC.
- ARTICLES OF INCORPORATION**

Dear Ladies and Gentlemen:

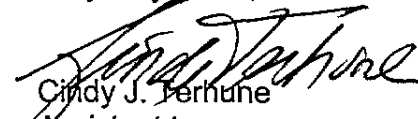
Enclosed herewith please find the original and one (1) copy of Articles of Incorporation for VILLA CAPRICE CONDOMINIUM ASSOCIATION, INC. with our firm's check in the amount of \$78.75 representing your fee for filing the Articles of Incorporation and a certified copy of the Articles of Incorporation.

Kindly file the Articles and return a certified copy of same to the undersigned.

Should you have any questions with regard to this matter, please do not hesitate to contact me directly by telephone.

Thanking you for your help and prompt attention to this matter, I remain,

Very truly yours,


Cindy J. Verhune
Assistant to
Joseph P. Mullen

Enc.



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

January 14, 2005

CINDY J TERHUNE
MULLEN & BIZZARRO PA
2929 EAST COMMERCIAL BLVD SUITE PH-C
FORT LAUDERDALE, FL 33308

SUBJECT: VILLA CAPRICE CONDOMINIUM ASSOCIATION, INC.
Ref. Number: W05000002373

We have received your document for VILLA CAPRICE 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):

The initial principal address and mailing address must be consistent throughout your articles.,

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) 245-6931.

Becky McKnight
Document Specialist
New Filings Section

Letter Number: 905A00002916

This instrument prepared by:
Joseph P. Mullen, Esq.
Mullen and Bizzarro, P.A.
2929 E. Commercial Boulevard
Suite PH-C
Ft. Lauderdale, Florida 33308
(954) 772-9100

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DIVISION OF CORPORATIONS
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**ARTICLES OF INCORPORATION OF
VILLA CAPRICE
CONDOMINIUM ASSOCIATION, INC.**
(A Florida Corporation Not For Profit)

In order to form a corporation not for profit under, and in accordance with, Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes, and with the powers, hereinafter set forth and, to that end, I do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes ("Condominium Act"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. For clarification, the following terms will have the following meanings:

- A. "Act" or the "Condominium Act" means the Florida Condominium Act, Chapter 718, Florida Statutes, (2004).
- B. "Articles" means these Articles of Incorporation.
- C. "Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" and "Reconstruction Assessments" as well as any other "Assessments", as such terms are defined in the Declaration) which from time to time are assessed against a Unit Owner.
- D. "Association" means Villa Caprice Condominium Association, Inc., a Florida corporation not for profit.
- E. "Board" means the Board of Directors of the Association.
- F. "Bylaws" means the Bylaws of the Association.
- G. "Common Elements" means the portions of the Condominium Property not included in the Units.

- H. "Common Expenses" means expenses for which the Unit Owners are liable to the Association as set forth in various sections of the Act and/or as described in the Declaration.
- I. "Common Surplus" means the excess of the receipts collected by the Association over the Common Expenses.
- J. "Condominium" means Villa Caprice Condominium.
- K. "Condominium Documents" means collectively the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association, and all of the various exhibits and attachments thereto.
- L. "Condominium Property" means the real property submitted to the condominium form of ownership by the recording of the Declaration, and all improvements thereon, subject to any and all easements granted through the Declaration and under the Act, including, but not limited to, the Units, the Common Elements, and all easements *appurtenant thereto and intended for use* in connection with the Condominium, all as more particularly described in the Declaration.
- M. "Declaration" means the Declaration of Condominium of Villa Caprice Condominium, by which the Condominium Property has been submitted by the Developer to the condominium form of ownership in accordance with the Condominium Act.
- N. "Developer" means Villas Of Caprice Developers LLC, a Florida limited liability company..
- O. "Director" means a member of the Board.
- P. "Unit" means a dwelling unit, as described in the Condominium Act, and is that portion of the Condominium Property which is subject to exclusive ownership.
- Q. "Unit Owner" means a record owner of legal title to a Condominium Parcel.
- R. "Member" means a member of the Association.
- T. "Voting Certificate" means "voting certificate", as defined in the Condominium Act, and is the document which designates one (1) of the record title owners, or the corporate, partnership or other entity representative, who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.
- U. "Voting Interests" means "voting interests", as defined in the Condominium

Act, and are the voting rights allocated to Members pursuant to the Declaration.

ARTICLE I NAME AND ADDRESS

1.1 The name of this Association shall be Villa Caprice Condominium Association, Inc. The initial principal office and mailing address of the Association shall be 3000 East Commercial Boulevard, Fort Lauderdale, Florida 33308. Following the transfer of control of the Association from the Developer to the Members, the principal office and mailing address of the Association shall be, 3000 East Commercial Boulevard, Fort Lauderdale, Florida 33308.

ARTICLE II PURPOSE OF ASSOCIATION

2.1. The Association shall be the condominium association responsible for the operation of the Condominium, as contemplated under the Act, subject to the terms and restrictions of the Condominium Documents. Each Unit Owner shall be a Member of the Association as provided in these Articles.

2.2. The Association has been organized to maintain, operate and manage the Condominium, all in accordance with the plan set forth in the Condominium Documents.

ARTICLE III POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Condominium Documents or of the Condominium Act.

3.2. The Association shall have all of the powers that have been granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are, by this reference thereto, incorporated into these Articles, including, but not limited to, the promulgation and enforcement of rules and regulations.

3.3 The Association shall have all of the powers of an association under the Condominium Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

3.3.1 To make, establish, and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Units and the Common Elements);

3.3.2 To, levy, collect, and enforce payment of Assessments and special charges and any other charges and/or fees, as provided in the Condominium Documents and/or in the

Act, against Unit Owners, in order to provide funds to pay for the Common Expenses of the Association, in the manner provided in the Condominium Documents and in the Condominium Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3.3.3 To maintain, repair, replace, and operate the Condominium Property in accordance with the Declaration and with the Condominium Act;

3.3.4 To reconstruct improvements on the Condominium Property in the event of casualty or other loss;

3.3.5 To enforce, by legal means, the provisions of the Condominium Documents and of the Condominium Act.

3.3.6 To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts, needed to provide for the maintenance, operation, security of the Condominium Property; to enter into contracts for the management of the Condominium; and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements to acquire possessory or use interests in real property, contracts for the installation, maintenance and operation of a "master" cable television system and security monitoring system and high speed data and internet transmission systems; and

3.3.7. To purchase: (i) Units with respect to which the Association has chosen to exercise its right to deny approval for the sale of a Unit and to purchase or lease a Unit for any manager employed by the Association, and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as may be appropriate and necessary to enable the Association to perform its duties as may be provided in the Condominium Documents.

3.3.8 To borrow money and to obtain such financing as is necessary to maintain, repair, and replace the Condominium Property in accordance with the Declaration and with the Condominium Act and, as security for any such loan, to collaterally assign the Association's right to collect, and to enforce the collection of, Assessments from Unit Owners levied for the purpose of repaying any such loan.

ARTICLE IV MEMBERS

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

4.1. Until such time as the Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of the Association shall be limited to the

members of the "First Board", as hereinafter identified.

4.2 Once the Condominium is submitted to condominium ownership by the recordation of the Declaration, the Unit Owners, which shall mean, in the first instance, the Developer, as the owner of all of the Units, shall be entitled to exercise all of the rights and privileges of Members.

4.3 Except as set forth above, membership in the Association shall thereafter be established by the acquisition of ownership of fee simple title to a Unit as shall be evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records of Broward County, Florida, whereupon the membership of the prior Unit Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, or legal entity thereby acquiring such Unit shall not be a Member unless and until such acquisition is in compliance with the provisions of the Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument evidencing the acquisition of title to the Unit.

4.4 No Member may assign, hypothecate or transfer in any manner his or her or its membership in, or his share in the funds and assets of, the Association, except as an appurtenance to his or her or its ownership of, and title to, a Unit.

4.5 With respect to voting, the following provisions shall apply:

- 4.5.1 Each Unit, including each Unit owned by the Developer, shall be entitled to one (1) vote, which vote shall be exercised and cast in accordance with the applicable Condominium Documents. In the event that fee simple title to a Unit is held by more than one (1) Unit Owner such Unit Owners collectively shall be entitled to only one (1) vote in the manner determined by the Declaration.
- 4.5.2 Matters that require a vote of the Members shall be decided by a vote of the majority of the Members in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).
- 4.5.3 The Members shall be entitled to elect the Board as provided in Article VIII of these Articles.
- 4.5.4 Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one which, the Condominium Act or the Condominium Documents, requires a vote of the membership greater, or less, than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

ARTICLE VI OFFICERS

6.1 The Association shall be managed by a President, a Vice President, a Secretary, and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, shall serve at the pleasure and direction of the Board. The Board may employ a manager, and/or such other managerial and supervisory personnel or entities as it deems necessary to administer, or assist in the administration of, the operation and management of the Association, or the Board may enter into a contract written for real property management services, at its election.

6.2 The Board shall appoint the President, the Vice President, the Secretary, and the Treasurer, and any Assistant Secretary and/or Assistant Treasurer as the Board shall, from time to time, determine appropriate. Such officers shall be appointed annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 3.2 of the Bylaws); provided, however, any officers may be removed by the Board, and other persons may be elected by the Board as replacement officers in the manner provided in the Bylaws. All officers shall be Directors of the Association,. The same person may hold two (2) offices; provided that the duties of the two are not incompatible. However, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President and the office of Secretary or Assistant Secretary.

ARTICLE VII FIRST OFFICERS

7.1 The names of the officers who are to serve until the first election of officers by the Board are as follows:

President:	Nicole Beyer-Debs
Vice President:	Peter Debs
Secretary:	Peter Debs
Treasurer:	Nicole Beyer-Debs

**ARTICLE VIII
BOARD OF DIRECTORS**

8.1 The number of Directors on the Board of Directors shall be three (3).

8.2 The names and addresses of the persons who are to serve as the "First Board" are as follows:

NAME	ADDRESS
Nicole Beyer-Debs	20855 NE 16 th Avenue, Apt. C-5, Aventura, Florida 33179
Peter Debs	20855 NE 16 th Avenue, Apt C-5, Aventura, Florida 33179
Samir Debs	1010 S. Ocean Blvd., Apt. 1605, Pompano Beach FL 33062

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board, as well as any Director who may otherwise be designated by Developer, in accordance with these Articles.

8.3 Upon the conveyance by Developer to Unit Owners other than Developer ("Non-Developer Members") of fifteen percent (15%) or more of the Units (as evidenced by the recordation of deeds), the Non-Developer Members shall be entitled to elect one-third (1/3) of the Directors, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Non-Developer Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph 8.4 below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Non-Developer Members are entitled to elect not less than a majority of the Directors on the Board, as provided under Section 8.4 following. Developer reserves the right, until such time as the Non-Developer Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to Sections 8.2 and this 8.3.

8.4 Non-Developer Members other than the Developer are entitled to elect not less than a majority of the Board upon the happening of any of the following events whichever shall first occur:

8.4.1. Three (3) years after fifty percent (50%) of the Units that will ultimately be

operated by the Association have been conveyed to Non-Developers Members;

8.4.2. Three (3) months after ninety percent (90%) of the Units that will be ultimately be operated by the Association have been conveyed to Non-Developers Members;

8.4.3. When all of the Units dedicated to this Condominium have been completed, some of them have been conveyed to Non-Developers Members, and none of the others are being offered for sale by the Developer in the ordinary course of business;

8.4.4 When some of the Units have been conveyed to Non-Developers Members and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

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

8.5 The Developer is entitled to elect at least one (1) Director to the Board for 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. 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.

8.6 The election of not less than a majority of Directors by the Non-Developer Members shall occur at a meeting to be called by the Board for such purpose ("Majority Election Meeting").

8.7 At the Majority Election Meeting, the Non-Developer Members shall elect two (2) Directors and the Developer, until the "Developer's Resignation Event" (as hereinafter defined), shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director that the Developer has so designated.

8.8 The Board shall continue to be elected by the Non-Developer Members, subject to Developer's right to appoint a member to the Board as specified in these Articles, at each subsequent Annual Members' Meeting, until the Developer is no longer entitled to appoint a member to the Board.

8.9 The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Non-Developer Members are entitled to elect a Director, or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors who shall be elected by the Non-Developer Members and the remaining number of Directors designated by Developer.

8.10 Developer shall cause all of its designated Directors to resign when the

Developer no longer holds at least five percent (5%) of the Units in the Condominium for sale in the ordinary course of business. Such resignation to be effective not later than twenty (20) days following the date on which the Developer ceased to own the requisite number of Units entitling the Developer to designate Director under these Articles ("Developer's Resignation Event"). In such event, the Directors elected by the Non-Developer Members shall elect successor Directors to fill the vacancies caused by the resignation, or removal, of the Developer's designated Director. This replacement Director shall serve until the next Annual Members' Meeting and until his/her successor is elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Condominium Act.

8. 11 At each Annual Members' Meeting held subsequent to the year in which the Majority Election Meeting occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors, and there shall always be an odd number of Directors.

8. 12 Each Director shall have one (1) vote.

ARTICLE IX POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Condominium Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

9.1 Making and collecting Assessments against Members to defray the costs of the Common Expenses.

9.2 Using the proceeds of Assessments in the exercise of the powers and duties of the Association and of the Board.

9.3 Maintaining, servicing and repairing the Condominium Property excluding the Units.

9.4 Reconstructing the Condominium Property, excluding the Units, after casualties and losses.

9.5 Making and amending rules and regulations with respect to the Condominium.

9.6 Enforcing by legal means the provisions of the Condominium Documents.

9.7 Contracting for the management and maintenance of the Condominium Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing including but not limited to as the submission of proposals, collection of Assessments, preparation and maintenance of records, enforcement of rules, the maintenance,

repair and replacement of those portions of the Condominium Property for which the Association has such responsibility, providing security and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, at all times, retain the powers and duties granted by the Condominium Documents and the Condominium Act including, but not limited to, the making of Assessments, the promulgation of rules and regulations, and the execution of contracts on behalf of the Association.

9.8 Paying taxes and assessments which are, or which may become, liens against the Common Elements of the Condominium and assessing the same against Units, the payment of which shall then be the responsibility of the Unit Owners.

9.9 Purchasing and carrying casualty, flood, and public liability insurance for the protection of Members and for the protection the Association in accordance with the Condominium Act and with the Condominium Documents.

9.10. Paying costs of all power, water, sewer, bulk cable, and other utility services rendered to the Condominium Property and not billed directly to Unit Owners.

9.11. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the Association.

9.12. Approving or disapproving of the proposed sale and transfer of Units, (excluding Units being sold by the Developer) by sale, gift, devise, inheritance or otherwise, and approving or disapproving of proposed lessees of Units in accordance with any existing, or future, provisions and restrictions relating to leasing set forth in the Condominium Documents, and/or in the Condominium Act, and collecting the highest fee allowed therefor by the Condominium Act.

9.13. Engaging in mandatory non-binding mediation and arbitration for the settlement of disputes as provided for in Section 718.1255 of the Condominium Act.

9.14. Preparing a question and answer sheet, if and as required by the Condominium Act and the rules promulgated in the Florida Administrative Code by the Division and updating the question and answer sheet at least annually.

9.15. Maintaining an adequate number of copies of the Condominium Documents, as well as the question and answer sheet referred to in Section 9.14. above, on the Condominium Property to ensure their availability to Unit Owners. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

9.16. Ensuring that the following contracts shall be in writing:

9.16.1 Any contract for the purchase, lease or rental of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.

9.16.2 Any contract, regardless of term, for the provision of services, other than contracts with employees of the Association, and contracts for attorney and accountant services, and any other service contracts exempted from the foregoing requirement by the Condominium Act or the rules set forth in the Florida Administrative Code as they relate to condominiums, as the Condominium Act and such rules may be amended from time to time.

9.17 Obtaining competitive bids for materials, equipment and services where required by the Act the rules set forth in the Florida Administrative Code as they relate to condominiums, as the Condominium Act and such rules may be amended from time to time.

9.18. All other powers and duties reasonably necessary to operate and maintain the Condominium in compliance with the Condominium Documents and with the Condominium Act.

ARTICLE X INDEMNIFICATION

10.1. Every Director and every officer of the Association (and the Directors and/or officers as a group) and every member of any committee(s) appointed by the Board (and the committee members and/or committee(s) as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by, or imposed upon, them in connection with any proceeding, litigation or settlement in which he or she may become involved by reason of his or her being, or having been, a Director, an officer, or a committee member of the Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or officer or committee member at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer or committee member admits, or is adjudicated as having been, willful misfeasant or malfeasant in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to, and not exclusive of, any and all rights of indemnification to which a Director or officer or committee member may be entitled, whether by statute or common law. The indemnification hereby afforded to Directors and officers and committee members shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers and committee members, including, but not limited to, the Developer.

ARTICLE XI BYLAWS

11.1 The Bylaws of the Association shall be adopted by the First Board and, thereafter, may be altered, amended, or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or at a special meeting of the

membership and by the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XII AMENDMENTS

12.1. Prior to the recordation of the Declaration amongst the Public Records of Broward County, Florida, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment, and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles, , and shall be an exhibit to the Declaration upon the recording of the Declaration.

12.2. After the recordation of the Declaration in the Public Records of Broward County, Florida, these Articles may be amended in the following manner:

12.2.1 The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

12.2.2. Written notice setting forth the proposed amendment(s), or a summary of the changes to be effected thereby, shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members; and

12.2.3. At such meeting, a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon; or

12.2.4. An amendment may be adopted by a written statement signed by all Directors and with the written consent of Members representing Voting Interests sufficient to pass the amendment at a meeting where all members of the Board are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of a meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

12.3. No amendment may be made to the Articles which shall in any manner reduce, amend, affect, or modify the terms, conditions, provisions, rights, and obligations set forth in the Declaration.

12.4 A copy of each amendment shall be certified by the Secretary, shall be filed with the State of Florida and, after the recordation of the Declaration(s), shall be recorded amongst the Public Records of Broward County, Florida, as an amendment to the Declaration.

12.5 Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend, or alter the rights of Developer, including the right to designate and select the Directors as provided in Article VIII hereof, without the prior written consent thereto by Developer, nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the Developer, or of the holder, guarantor, or insurer of a first mortgage on any Unit or of any "Institutional Mortgagee" (as defined in the Declaration) without such party's prior written consent to the degree this provision is permitted by the Condominium Act.

ARTICLE XIII REGISTERED OFFICE AND REGISTERED AGENT

13.1 The street address of the initial registered office of the Association is Suite PH-C, 2929 East Commercial Boulevard, Fort Lauderdale, Florida 33308 and the initial registered agent of the Association at that address shall be Joseph P. Mullen.

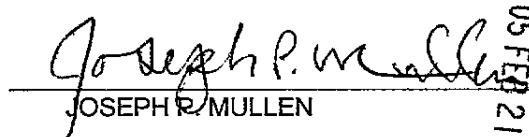
ARTICLE XIV INCORPORATOR

14.1 The name and address of the Incorporator of these Articles is as follows: Nicole Beyer-Debs

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 11th day of January, 2005.


NICOLE BEYER-DEBS
Incorporator

The undersigned hereby accepts the designation as Registered Agent of Villa Caprice Condominium Association, Inc. as set forth in Article XIII of these Articles of Incorporation and acknowledges that he is familiar with, and accepts, the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.


JOSEPH P. MULLEN

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, Cindy Terhune, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared NICOLE BEYER-DEBS, who is personally known to me or who has produced Florida Driver's

License as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 11th day of January, 2005.

NOTARY PUBLIC:

SIGN: *Cindy Terhune*

PRINT: CINDY TERHUNE

State of Florida at Large

(Seal)

My Commission Expires:

