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TALLAHASSEE, FLORIDA

FLORIDA PROFIT/NON PROFIT CORPORATION

roads end village condominium association, inc.

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T. Burch MAR 28 2006

E. Enforcement. Enforce the provisions of these Articles, the Condominium Declaration, the Bylaws, and all Rules and Regulations governing use of the Condominium Property which may from time to time be established.

F. Other Rights and Duties. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Condominium Association in the Condominium Declaration or by applicable law.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

The qualification of members, the manner of their admission to and termination of membership, and voting by members shall be as follows:

A. The record Owners (as defined in the Declaration) of all Condominium Units in the Condominium from time to time shall be members of the Condominium Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV hereof.

B. The Owner of each Condominium Unit shall become a member of the Condominium Association automatically upon and simultaneously with receipt of a deed or other conveyance of record evidencing the transfer of legal title to a Condominium Unit from Developer, or in the case of a conveyance by a grantee or remote grantee of Developer, upon receipt of a deed or other conveyance of record evidencing the transfer of legal title to a Condominium Unit in accordance with the provisions of Article II of the Condominium Declaration. Membership in the Condominium Association may not be transferred separate and apart from a conveyance of the Condominium Unit. Membership in the Condominium Association shall terminate upon conveyance or transfer of the Condominium Unit, whether voluntary or involuntary; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Condominium Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Condominium Unit.

C. The interest of a member in the funds and assets of the Condominium Association cannot be assigned, hypothecated, transferred or encumbered in any manner, except as an appurtenance to the Condominium Unit(s) owned by such member. The funds and assets of the Condominium Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Condominium Declaration, and in the Bylaws.

D. On all matters on which the membership shall be entitled to vote, there shall be one vote appurtenant to each Condominium Unit. If an Owner owns more than one (1) Condominium Unit, the Owner shall be entitled to one (1) vote for each Condominium Unit owned.

E. Until such time as the Condominium is established by recordation of the Condominium Declaration, the membership of the Condominium Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

ARTICLE V

CORPORATE EXISTENCE

The Condominium Association shall have perpetual existence; provided that if it is dissolved, its assets shall be conveyed to another association or public agency having a similar purpose.

ARTICLE VI

OFFICERS

Section 6.1 Management. The affairs of the Condominium Association shall be managed by the President of the Condominium Association, assisted by the Vice President(s), Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers (collectively, the "Officers"), subject to the direction of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium Property and the affairs of the Condominium Association, and any and all such person(s) and/or entity(ies) may be so employed without regard to whether such person or entity is a Member of the Condominium Association or a Director or Officer of the Condominium Association, as the case may be.

Section 6.2 Election and Appointment of Officers. The Officers of the Condominium Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election for, and the removal from office of, Officers, and the filling of vacancies and duties of the Officers. The President shall be a Director, but no other Officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 6.3 First Officers. The Officers of the Condominium Association, who shall hold office until their successors are selected and have qualified as set forth under these Articles, the Bylaws and/or applicable provisions of the laws of Florida, are as follows:

President	Carlos A. Ortega
Vice President	Leonard C. Ortega
Secretary/Treasurer	Francisco J. Ortega

ARTICLE VII

BOARD OF DIRECTORS

Section 7.1 Number of Directors. The property, business and affairs of the Condominium Association shall be managed by a Board of Directors. The number of Directors on the first Board of Directors shall be three (3). The number of Directors on any succeeding Board of Directors shall also be three (3) unless otherwise provided in the Bylaws. A majority of the Board of Directors shall constitute a quorum for the transaction of business. All Directors must be Members of the Condominium Association or such Directors may be authorized representatives, officers, or employees of corporate Members of the Condominium Association or designees of the Developer.

Section 7.2 Election of Board of Directors. When Unit Owners other than Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than Developer will be entitled to elect one-third (1/3) of the members of the Board of Directors of the Association. Unit Owners of the Condominium other than Developer will be entitled to elect a majority of the members of the Board of Directors of the Association upon the first to occur (the "Turnover Date") of:

(a) three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) three months after 90 percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;

(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 and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

(c) seven years after recordation of this Declaration.

Developer shall have the right to elect all members of the Board of Directors of the Association which Unit Owners other than Developer are not entitled to elect; and in any event, Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units that will be operated ultimately by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote in elections for members of the Board of Directors of the Association in the same manner as any other Owner, except for the purpose of reacquiring control of the Association or selecting a majority of the members of the Board of Directors. So long as Developer holds at least one Unit for sale in the ordinary course of business, none of the following actions may be taken without the approval in writing of the Developer: (i) assessment of the Developer as a Unit Owner for capital improvements and (ii) any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

Section 7.3 Duration of Office. A Director designated by the Developer may be removed only by the Developer in its sole discretion and without any need for a meeting or vote. Except as set forth herein, in the Bylaws or pursuant to applicable law, Members elected to the Board of Directors shall hold office until the next succeeding Annual Member's Meeting, and thereafter until qualified successors are duly elected and have taken office.

Section 7.4 Vacancies. The Developer shall have the unqualified right to name a successor for any vacancy as to a Director designated, or entitled to be designated, by it, and the Developer shall notify the Board of Directors as to the name of the successor Director and of the commencement date for the term of such successor Director. If a Director elected by the general membership shall for any reason cease to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the term.

Section 7.5 First Board of Directors. The names and addresses of the Persons appointed to the first Board of Directors by the Developer, who shall hold office until their successors are selected and have qualified as set forth under these Articles, the Bylaws and/or applicable provisions of the laws of Florida, are as follows:

Carlos A. Ortega	2151 Le Jeune Road, Suite 202 Coral Gables, Florida 33134
Leonardo C. Ortega	2151 Le Jeune Road, Suite 202 Coral Gables, Florida 33134
Francisco J. Ortega	2151 Le Jeune Road, Suite 202 Coral Gables, Florida 33134

ARTICLE XIII

BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended or repealed in the manner set forth in the Bylaws.

ARTICLE IX

AMENDMENTS AND PRIORITY

Section 9.1 Amendment. Prior to the Turnover Date, the Developer shall have the right to amend, change, delete or add to these Articles at any time and from time to time as it deems appropriate, without the joinder or consent of any Person whatsoever so long as the same does not materially and adversely affect the rights of Owners or Institutional First Mortgagees. The Developer's right to amend under this provision is to be construed as broadly as possible. In the event that the Condominium Association shall desire to amend these Articles prior to the Turnover Date, the Condominium Association must first obtain the Developer's prior written consent to any proposed amendment. After the Turnover Date, an amendment to these Articles of Incorporation may be proposed by the Board of Directors of the Condominium Association acting upon a vote of the majority of the Directors, or by Owners of a majority of the Condominium Units, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Condominium Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Condominium Association for a date not sooner than fourteen (14) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be given in the same manner as notice of the call of a special meeting of the Members as the procedure for giving such notice is described in the Bylaws; provided, that proposed amendments to these Articles of Incorporation may be considered and voted upon at Annual Meeting of the Members. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Condominium Association, with postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Condominium Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. At such meeting the amendment or amendments proposed must be approved by the affirmative vote of Owners of at least seventy-five percent (75%) of the Condominium Units which are represented in person or by proxy as allowed by applicable law at any meeting at which a quorum is present in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public Records of the County, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article X, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Condominium Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

Section 9.2. Priority. In case of any conflict between these Articles and the Bylaws, these Articles shall control; and in case of any conflict between these Articles and the Condominium Declaration, the Condominium Declaration shall control.

ARTICLE X

INCORPORATORS

The name and address of the incorporators of the Condominium Association are:

<u>Name</u>	<u>Address</u>
Carlos A. Ortega	2151 Le Jeune Road, Suite 202 Coral Gables, Florida 33134

Leonardo C. Ortega

2151 Le Jeune Road, Suite 202
Coral Gables, Florida 33134

Francisco J. Ortega

2151 Le Jeune Road, Suite 202
Coral Gables, Florida 33134

ARTICLE XI

INDEMNIFICATION

Section 11.1 Indemnification. The Condominium Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Condominium Association, against all expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Condominium Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be in or opposed to the best interest of the Condominium Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 11.2 Expenses. To the extent that a Director, Officer, employee or agent of the Condominium Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 of this Article XI or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 11.3 Cumulative. 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, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be Director, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 11.4 Insurance. The Condominium 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 Condominium Association, or is or was serving at the request of the Condominium Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Condominium Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 11.5 No Amendment. The provisions of this Article XI shall not be amended.

ARTICLE XIII

REGISTERED AGENT

Until changed, Francisco J. Ortega, Esq., shall be the registered agent of the Condominium Association and the registered office shall be at 2151 Le Jeune Road, Suite 202, Coral Gables, Florida 33134.

24 IN WITNESS WHEREOF, the aforesaid incorporators have hereunto set their hands this day of 03 2006.

[Signature]
CARLOS A. ORTEGA

[Signature]
LEONARDO C. ORTEGA

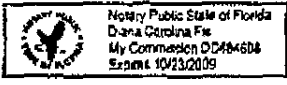
[Signature]
FRANCISCO J. ORTEGA

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 24th day of March, 2006, by CARLOS A. ORTEGA, LEONARDO C. ORTEGA and FRANCISCO J. ORTEGA, who are personally known to me and who did not take an oath.

[Signature]
NOTARY PUBLIC, State of Florida

My Commission Expires:






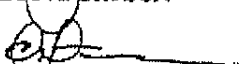
CERTIFICATE DESIGNATING REGISTERED AGENT AND REGISTERED OFFICE

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Miami-Dade, State of Florida, the corporation named in said Articles has named 2151 Le Jeune Road, Suite 202, Coral Gables, Florida 33134, as its registered office, and has named Francisco J. Ortega, Esq., located at said address, as its registered agent.



CARLOS A. ORTEGA



LEONARDO C. ORTEGA



FRANCISCO J. ORTEGA

Having been named the statutory agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Dated this 24th day of March 2006.



FRANCISCO J. ORTEGA, ESQ.

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