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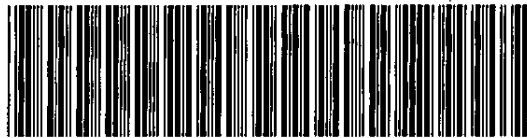
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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ATTORNEY AND CIVIL LAW NOTARY/NOTARIO PUBLICO

MAILING ADDRESS
P.O. Box 1377
HALLANDALE, FL 33308

September 7, 2006

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

Re: Villa Nova Condominium Fort Lauderdale Condominium Association, Inc.

Dear Madam or Sir:

Enclosed are the following:

1. Articles of Incorporation for Villa Nova Fort Lauderdale Condominium Association, Inc., a Florida not for profit corporation; and
2. Our check in the amount of \$78.75 to cover the cost of filing the Articles, the Registered Agent Fee, and a certified copy of the Articles.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

JENNIFER LEVIN, P.A.


Jennifer Levin
for the Firm

**ARTICLES OF INCORPORATION
OF
VILLA NOVA FORT LAUDERDALE
CONDOMINIUM ASSOCIATION, INC.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes ("NFP Act"), the undersigned Incorporator hereby incorporates this corporation not for profit for the purposes and with the powers set forth in these Articles of Incorporation (as amended, modified, or restated from time to time, "Articles") and hereby adopts the Articles that follow. Capital terms used in these Articles that are not otherwise defined in these Articles shall have the meanings that are set forth in the Declaration of Condominium that is recorded or is to be recorded in the Public Records of Broward County, Florida.

I.

NAME

The name of this corporation shall be VILLA NOVA FORT LAUDERDALE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the "Association".

II.

PURPOSES AND POWERS

The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111 of the Act for the operation of a residential condominium located in Broward County, Florida, known as Villa Nova Condominium ("Condominium"). The Condominium is being created pursuant to the provisions of the Act and shall be the only one administered by the Association.

The powers of the Association shall include and be governed by the following provisions:

A. **General.** The Association shall have all of the common law and statutory powers of a corporation not for profit under the NFP Act that are not in conflict with the provisions of the Act, the Declaration, these Articles or the Bylaws.

B. **Enumeration.** The Association shall have all the powers and duties of an association under the Act and those granted to the Association under the Declaration, these Articles and the Bylaws that are necessary to operate the Condominium consistent with its purposes, including, but not limited to, those set forth below and pursuant to the Condominium Documents. The provisions of the Declaration and the Bylaws granting such powers and duties are incorporated in and made a part of these Articles.

1. To make and enforce reasonable Rules and Regulations governing the use of the Condominium Property (including the Units and Common Elements) consistent with the Declaration for the conservation, maintenance, management, operation and use of the Condominium Property and for the comfort, enjoyment, health, safety and welfare of the Unit Owners.

2. To make, levy, collect and enforce Assessments and any other charge, fee or fine, as provided in the Declaration, these Articles or the Bylaws against Unit Owners in order to provide funds to pay for the expenses of the Association and for the Common Expenses in the manner provided in the Condominium Documents and the Act; and to use and expend the proceeds of such sums in the exercise of the powers and duties of the Association.

3. In accordance with the Declaration and the Act, to lease, maintain, repair and replace the Common Elements and other property acquired or leased by the Association, and to construct or reconstruct improvements on the Condominium Property in the event of casualty or other loss.

4. To enforce by legal means the provisions of the Act, the Condominium Documents, including the Rules and Regulations of the Association, subject, however, to the limitation

regarding assessing Units owned by Developer for fees and expenses relating in any way to claims or potential claims against Developer as set forth in the Declaration, the Bylaws or both.

5. To employ personnel, to retain independent contractors and professional personnel, to enter into service contracts to provide for any type of service that is to be provided to the Condominium Property, and for the maintenance, operation and management of the Condominium Property, and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements as to the management of the Condominium Property (who may be an affiliate of Developer) and agreements to acquire possessory or use interests in land or facilities for the enjoyment, recreation or other use or benefit of the Unit Owners and to provide therein that the expenses of such land and facilities and any other improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of the Condominium. The Association, through its Directors and Officers, however, shall retain at all times the powers and duties granted by the Act, including, but not limited to, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.

6. To purchase: (i) Units upon which the Association has chosen to exercise its right to provide a purchaser if a prospective owner is not approved in accordance with the Declaration; (ii) a Unit for any manager or other staff person for the operation of the Association, whether an employee of the Association or any management company and obtain financing as is necessary to effectuate the same; (iii) other real and/or personal property as determined by the Association and its Members; and (iv) insurance upon the Condominium Property and insurance for the protection of the Association, its Directors, Officers and Unit Owners.

C. Condominium Property. All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

D. Distribution of Income; Dissolution. The Association shall not pay a dividend to its Members nor make any distribution of income to its Members, Directors or Officers. Upon dissolution, all assets of the Association shall be transferred only to another corporation not for profit or to a public agency or as otherwise authorized by the NFP Act.

E. Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the NFP Act, the Act, the Declaration, these Articles and the Bylaws.

III. MEMBERS

A. Until the Condominium regime is created by recordation of the Declaration, the initial Members of the Association shall be the three (3) initial members of the Board selected by the Incorporator of the Association and named below. After the Condominium regime is created, the Members of the Association shall consist of all record title owners of Units from time to time. Initially, the Developer, as owner of all the Units, will be the sole Member of the Association. Thereafter, membership shall be established by the acquisition of a Unit as evidenced by the recording of a Deed or other instrument of conveyance in accordance with the Bylaws, and after the termination of the Condominium, shall also consist of those who were Members at the time of the termination, and their successors and assigns. The qualification of Members of the Association, the manner of their admission to membership in the Association, the manner of their termination of membership, and the manner of their voting shall be as regulated by the Bylaws. Each unit owner in the Condominium and the Subscribers to these Articles shall automatically be members of the Association. Membership of the Subscribers shall terminate upon the entire Board of Directors of the Association being selected by unit owners other than the Developer.

B. On all matters as to which the membership shall be entitled to vote, there shall be only one vote for each unit, which vote shall be exercised in the manner provided by the Declaration of Condominium and the By-Laws.

C. 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 his unit.

IV.
EXISTENCE

The Association shall have perpetual existence.

V.
SUBSCRIBERS

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

<u>NAME</u>	<u>ADDRESS</u>
FRASER BARNFATHER	315 S.E. 23 Avenue, Apt. 5 Pompano Beach, FL 33062
BARBARA BARNFATHER	315 S.E. 23 Avenue, Apt. 5 Pompano Beach, FL 33062
RILEY BARNFATHER	315 S.E. 23 Avenue, Apt. 5 Pompano Beach, FL 33062

VI.
DIRECTORS

A. The Condominium and Association affairs shall be managed by a Board of Directors initially composed of three persons, in accordance with Article III of the Association's By-Laws.

B. The number of Directors to be elected, the manner of their election and their respective terms shall be as set forth in Article III of the Association's By-Laws.

C. The following persons shall constitute the initial Board of Directors and they shall hold office for the term and in accordance with the provisions of Article III of the Association's By-Laws:

<u>NAME</u>	<u>ADDRESS</u>
FRASER BARNFATHER	315 S.E. 23 Avenue, Apt. 5 Pompano Beach, FL 33062
BARBARA BARNFATHER	315 S.E. 23 Avenue, Apt. 5 Pompano Beach, FL 33062
RILEY BARNFATHER	315 S.E. 23 Avenue, Apt. 5 Pompano Beach, FL 33062

VII.
OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the Officers who shall serve until the first election of Officers pursuant to the provisions of the By-Laws are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
FRASER BARNFATHER	President	315 S.E. 23 Avenue, Apt. 5 Pompano Beach, FL 33062

BARBARA BARNFATHER

Secretary

315 S.E. 23 Avenue, Apt. 5
Pompano Beach, FL 33062

RILEY BARNFATHER

Vice President/Treasurer

315 S.E. 23 Avenue, Apt. 5
Pompano Beach, FL 33062

VIII.
BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors. The By-Laws may be amended in accordance with the provisions thereof, except that no portion of the By-Laws may be altered, amended, or rescinded in such a manner as would prejudice the rights of the Developer of the Condominium or mortgagees holding mortgages encumbering units in the Condominium, without their prior written consent.

IX.
AMENDMENTS TO ARTICLES

A. Before Recordation of Declaration. Before the Declaration of Condominium is recorded in the Public Records of Broward County, 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 or a certified copy of the Articles as restated to include such amendment and shall be an exhibit to the Declaration upon the recording of the Declaration. This Article IX is intended to comply with the NFP Act.

B. After Recordation of Declaration. After the Declaration is recorded, these Articles may be amended in the following manner:

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 Members, which may be either the Annual Meeting or a Special Meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment 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;

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendments shall be effective upon the adoption by not less than a majority of the Directors and by not less than seventy-five percent (75%) of the Voting Interests of the Members; or

4. An amendment may be adopted by a written statement signed by all Directors and the written consent of Members representing Voting Interests sufficient to pass the amendment at a meeting where all Directors 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 a written consent shall be notified in writing of the passage of the amendment.

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

D. Filing and Recording. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of the Declaration, recorded in the Public Records of Broward County, Florida, as an amendment to the Declaration.

E. Articles Limitations. Notwithstanding any contrary provision in these Articles, the provisions of Article VIII and Article XI may not be amended without the unanimous vote of the Board of Directors and the unanimous vote of the Voting Interests of the Members.

F. Other Limitations. Notwithstanding the foregoing provisions of this Article IX, there shall be no amendment to these Articles that shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article VI above and in the Bylaws, without the prior written consent of Developer, nor shall there be any amendment to these Articles that shall abridge, alter or modify the rights of Developer, or of the holder, guarantor or insurer of a first mortgage lien on any Unit or of any "Institutional First Mortgagee" (as defined in the Declaration) without such party's prior written consent to the degree this provision is permitted by the Act, nor shall there be any amendment to these Articles that shall make changes in the qualifications of Members or the voting rights or property rights of Members without the approval in writing of all Members and the joinder of all record holders, guarantors or insurers of first mortgage liens on Units or of any Institutional First Mortgagee when such joinder is specifically required.

ARTICLE X. DEVELOPER

"Developer" means FRASER BARNFATHER and BARBARA BARNFATHER, their heirs, successors and such of its assigns as to which the rights of Developer are specifically assigned. Developer may assign all or a portion of such rights. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. A Unit Owner shall not be considered, solely by virtue of purchasing a Unit, a successor or assign of Developer or of the development rights of Developer under the Condominium Documents, unless such Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer. The rights of Developer are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association.

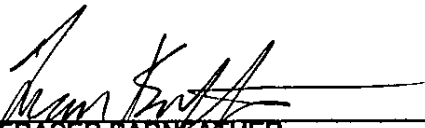
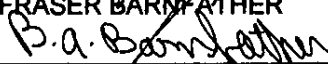

XI. INDEMNIFICATION

To the fullest extent permitted by the provisions of the NFP Act, or by other applicable law, including, without limitation, the Act, the Association shall indemnify, defend, and hold harmless each member of the Board of Directors and each Officer or former Director or Officer of the Association (and the Directors and/or Officers, both current and former, as a group) (each, an "Indemnified Person") for expenses and liabilities, including counsel fees and disbursements (at all trial and appellate levels) incurred by or imposed upon the Indemnified Person in connection with any action, suit or proceeding whether civil, criminal, administrative or investigative asserted in court or otherwise asserted in 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, Officer, or both of the Association (or by being or having been an agent, employee or other official of the Corporation as to whom the Corporation, by written agreement, has agreed to indemnify). The foregoing provisions for indemnification shall apply whether he or she is a Director or Officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions in these Articles 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 admits or is adjudged guilty of willful misfeasance or malfeasance 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 may be entitled, whether by statute or common law. The indemnification hereby afforded to Directors and Officers 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, including, but not limited to Developer. By written agreement, the Board of Directors may indemnify other agents, employees or other officials of the Corporation under comparable terms and limitations with respect to activities within the scope of their services on behalf of the Corporation.

XII.
INITIAL REGISTERED OFFICE, AGENT AND ADDRESS


The principal office of the Association shall be at: 112 N.E. 5 Street, Ft. Lauderdale, Florida 33301, or at such other place, within or without the State of Florida as may be subsequently designated by the Board of Directors. The initial registered office of the Association is Fraser Barnfather, 315 S.E. 23 Avenue, Apt. 5, Pompano Beach, Florida 33062.

N WITNESS WHEREOF, we have hereunto set our hands and seals this 6th day of March, 2006.


FRASER BARNFATHER

BARBARA BARNFATHER

RILEY BARNFATHER

ACCEPTANCE BY REGISTERED AGENT

I hereby accept the designation of Registered Agent as set forth in these Articles of Incorporation.


FRASER BARNFATHER

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