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FLORIDA PROFIT/NON PROFIT CORPORATION

VICTORIA PARC AT TRADITION ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
VICTORIA PARC AT TRADITION
ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)**

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ARTICLES OF INCORPORATION
FOR
VICTORIA PARC AT TRADITION ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby adopt the following Articles of Incorporation (these "Articles"):

1. Name of Corporation. The name of the corporation shall be VICTORIA PARC AT TRADITION ASSOCIATION, INC. (the "Association").
2. Principal Office. The principal office of the Association is 123 N. W. 13 Street, Boca Raton, FL 33432.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 123 NW 13th Street, Suite 300, Boca Raton, Florida 33432. The name of the Registered Agent of the Association is:

LYNNE GAUDET

4. Definitions. A declaration entitled Declaration for Victoria Parc at Tradition (the "Declaration") will be recorded in the Public Records of St. Lucie County, Florida, and shall govern all of the operations of a community to be known as Victoria Parc at Tradition. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; and (d) promote the health, safety and welfare of the Owners.

6. Not for Profit. Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members, Board of Directors or officers.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration and any applicable law, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and Victoria Parc at Tradition.

7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, these Articles and the By-Laws.

7.4 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Common Areas or other property of Association and establish reserves for deferred maintenance or capital expenditures.

7.5 To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including but not limited to the Common Areas) in connection with the functions of the Association except as limited by the Declaration and any applicable law.

7.6 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.8 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, the Common Areas, Lots, Parcels and Homes, as provided in the Declaration, and to effectuate all of the purposes for which Association is organized.

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7.10 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise.

7.11 To employ personnel and retain independent contractors to contract for management of Association and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.12 To contract for services to be provided to, or for the benefit of, Association, Owners and the Common Areas as provided in the Declaration, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.

7.13 To establish committees and delegate certain of its functions to those committees.

7.14 To provide any and all supplemental municipal services as may be necessary or proper.

7.15 To pay utility bills for utilities serving the Common Areas or other property.

7.16 The obligation to operate and maintain the Surface Water Management System within Victoria Parc at Tradition (including, without limitation, all lakes, canals, retention areas, culverts, wetland areas, mitigation areas, and related appurtenances, if any) in a manner consistent with the South Florida Water Management District ("SFWMD") Permit requirements and SFWMD rules and to assist in the enforcement of the provisions of the Declaration which relate to the Surface Water Management System. The Association shall be responsible for assessing and collecting assessments for the operation, maintenance, and if necessary, repairs of the Surface Water Management System within Victoria Parc at Tradition.

7.17 To contract with the District for any legal purpose.

7.18 To purchase insurance for the Common Areas and insurance for the protection of the Association, its officers, directors and Owners.

7.19 To hold all funds and property owned or acquired by Association in the name of Association for the benefit of its members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

8. Term of Existence. Association shall have perpetual existence.

9. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

10. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of directors shall be held at the annual meeting of the members. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Lynne Gaudet	123 NW 13 Street, Suite 300 Boca Raton, Florida 33432
Ron Yuter	123 NW 13 Street, Suite 300 Boca Raton, Florida 33432
Larry Goldstein	123 NW 13 Street, Suite 300 Boca Raton, Florida 33432

11. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the circuit court having jurisdiction of the judicial circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a government agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer which may be withheld for any reason whatsoever. If the prior written approval of any

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governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained.

12.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment.

12.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association in which there is a quorum.

13. Limitations.

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

13.2 Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.

13.3 By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Incorporator. The name and address of the Incorporator of this corporation is:

Jeffrey R. Margolis, Esq.
Duane, Morris LLP
200 South Biscayne Blvd., Suite 3400
Miami, Florida 33131

15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the officers who shall serve until their successors are elected by the Board are as follows:

<u>President:</u>	Lynne Gaudet 123 NW 13 Street Suite 300 Boca Raton, Florida 33432
<u>Vice President:</u>	Ron Yuter 123 NW 13 Street Suite 300 Boca Raton, Florida 33432
<u>Secretary/ Treasurer:</u>	Larry Goldstein 123 NW 13 Street Suite 300 Boca Raton, Florida 33432

16. Indemnification.

16.1 Indemnity. 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 Association, against expenses (including reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings including appeal), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

16.2 Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties to Association, unless and only to the extent

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that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

16.3 Effect of Termination of Action. 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, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

16.4 Expenses. To the extent that a director, officer, employee or agent of Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 16.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

16.5 Approval. Any indemnification under Section 16.1 above (unless ordered by a court) shall be made by Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 16.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Owners.

16.6 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by Association as authorized in this Article 16.

16.7 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 the By-Laws, agreement, vote of Owners or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

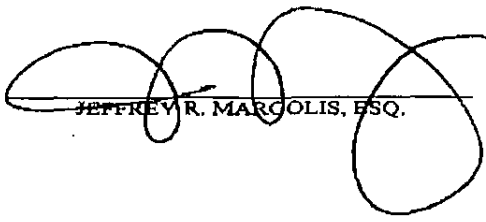
17. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its directors or officers or developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the officer or director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said officers' or directors' votes are counted for such purpose. No director or officer of Association shall incur liability by reason of the fact that such director or officer may be interested in any such contract or transaction. Interested directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board or committee thereof which authorized the contract or transaction.

[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 16th day of May, 2007.


JEFFREY R. MARGOLIS, ESQ.

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

The foregoing instrument was acknowledged before me this 16th day of May, 2007 by JEFFREY R. MARGOLIS, ESQ. who is personally known to me.

My commission expires:


NOTARY PUBLIC, State of Florida
at Large

Print Name: MAXINE C. Parry



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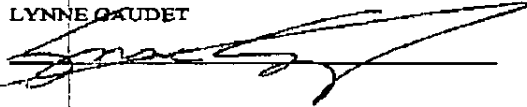
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ACCEPTANCE BY REGISTERED AGENT

I, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agree to act in this capacity, and I am familiar with, and accept, the obligations of this position and further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 16th day of May, 2007.

LYNNE GAUDET



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