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FLORIDA PROFIT/NON PROFIT CORPORATION
The Village at Melbourne Condominium Association NFP, INC.

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**ARTICLES OF INCORPORATION
OF
THE VILLAGE AT MELBOURNE CONDOMINIUM ASSOCIATION NFP, INC.
(A CORPORATION NOT FOR PROFIT)**

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**ARTICLES OF INCORPORATION
 OF
 THE VILLAGE AT MELBOURNE CONDOMINIUM ASSOCIATION NFP, INC.**

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation (these "**Articles**").

1. **Name.** The name of the corporation shall be The Village at Melbourne Condominium Association NFP, Inc. (the "**Association**").
2. **Principal Office.** The principal office of the Association is 3502 D'Avinci Way, Melbourne, Florida 32901.
3. **Registered Office - Registered Agent.** The street address of the Registered Office of the Association is c/o Association Law Group, P.L., 1200 Brickell Avenue, PH 2000, Miami, Florida 33131. The name of the Registered Agent of the Association is:

ASSOCIATION LAW GROUP, P.L.

4. **Definitions.** A declaration entitled Declaration of Condominium for The Village at Melbourne, A Condominium (the "**Declaration**") was recorded on September 14, 2006 in Official Records Book 5697, at Page 6063 of the Public Records of Brevard County, Florida, which governs all of the operations of the Condominium known as The Village At Melbourne, A Condominium (the "**Condominium**"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. **Purposes and Powers.** The Association shall have the following powers:

5.1 To manage, operate and administer the Condominium, and to undertake the performance of, and to carry out the act and duties incident to the administration of the Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles, the Association's By-Laws and the Declaration of Condominium recorded among the Public Records of Brevard County, Florida.

5.2 To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects on its business; to secure the same by mortgage, deed of trust, pledge or other lien.

5.3 To carry out the duties and obligations and receive the benefits given the Association by the Declaration of Condominium.

5.4 To establish By-Laws and Rules and Regulations for the operation of the Association and to provide for the formal administration of the Association; to enforce the Condominium Act of the State of Florida, the Declaration of Condominium, the By-Laws and the Rules and Regulations of the Association.

5.5 To contract for the management of the Condominium.

5.6 To acquire, own, operate, mortgage, lease, sell and trade property, whether real or personal, as may be necessary or convenient in the administration of the Condominium.

5.7 The Association shall have all of the common law and statutory powers and duties set forth in Chapter 718, Florida Statutes, as amended (the "**Act**") and the Declaration of Condominium for the Condominium and all other powers and duties reasonably necessary to operate the Condominium pursuant to its Declaration of Condominium, as same may be amended from time to time.

5.8 To merge with other corporations as may be necessary to comply with the Declaration, which may be accomplished by the Board of Directors without any requirement to obtain the joinder, consent or approval of the members.

5.9 **Enumeration.** Without limiting the foregoing, the Association shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws including, but not limited to, the following:

5.9.1 **Assessments and Special Assessments.** To make and collect Assessments, Special Assessments and other charges from Unit Owners as provided in the Declaration, and to use the proceeds thereof in the exercise of its powers and duties.

5.9.2 **Insurance.** To purchase insurance upon any Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners of the Condominium. The 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 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 Association would have the power to indemnify him against such liability under the provisions of Article 11.

5.9.3 **Management and Employees.** To employ personnel, retain independent contractors, managers, and professional personnel; enter into any supply or service contracts; and contract for the management of

the Condominium and, in connection therewith, to delegate powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act.

5.9.4 Approval of Transfers. Approve or disapprove the leasing, transfer, ownership, and possession of Units as may be provided by the Declaration.

6. Members.

6.1 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. Membership, as to all members other than the Subscribers, shall commence up the acquisition of record title to a unit as evidenced by the recording of a deed of conveyance amongst the Public Records of Brevard County, Florida or, as provided in the Declaration of Condominium, upon transfer of title upon the death of a member and membership shall terminate upon the divestment of title to said unit. On all matters as to which the membership shall be entitled to vote, there shall be only one vote for each Unit, as said term is defined in the Declaration of Condominium, which vote shall be exercised in the manner provided by the Declaration of Condominium and the By-Laws. 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. Until such time as The Village at Melbourne Condominium Association, Inc. is formally merged with the Association and the Association's name is amended, the membership of the Association (the "Membership") shall be comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

7. Term of Existence. The Association shall have perpetual existence.

8. Directors.

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (the "Board") consisting initially of three (3) directors, but subject to change as provided by the By-Laws. Directors appointed or designated by the Developer need not be Unit Owners of the Association or residents of Units in the Condominium. All other directors must be Unit Owners.

8.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board, its agents, contractors and/or employees, subject only to approval by Unit Owners when such approval is specifically required by the Declaration or the Act.

8.3 Election; Removal. Directors shall be appointed, elected, and removed as provided in the By-Laws.

8.4 Initial Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are appointed and/or elected, are as follows:

NAME	ADDRESS
Jared Brunnabend	3502 D'Avinci Way Melbourne, Florida 32901
Jose Tello	3502 D'Avinci Way Melbourne, Florida 32901
Efren Ales	3502 D'Avinci Way Melbourne, Florida 32901

9. Officers. The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board and shall serve at the pleasure of the Board. The names and addresses of the first officers who shall serve until their successors are designated by the Board are as follows:

President:	Jared Brunnabend 3502 D'Avinci Way Melbourne, Florida 32901
Vice President	Jose Tello 3502 D'Avinci Way Melbourne, Florida 32901
Treasurer	Efren Ales 3502 D'Avinci Way Melbourne, Florida 32901

10. Incorporator. The name and address of the Incorporator is as follows:

Jeff Cooperman, Esq.
Association Law Group, P.L.
1200 Brickell Avenue, PH2000
Miami, Florida 33131

11. Indemnification.

11.1 Indemnity. The 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 Association, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon 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 the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

11.2 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 adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties to the Association, unless and only to the extent 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.

11.3 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 the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.4 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 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.

11.5 Approval. Any indemnification under Section 11.1 above (unless ordered by a court) shall be made by the 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 11.1 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 Unit Owners.

11.6 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the 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 the Association as authorized in this Article 11.

11.7 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 Unit 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.

12. By-Laws. The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board, Unit Owners, and/or the Developer as provided in the By-Laws.

13. Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

13.2 Proposal. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors, acting upon the vote of a majority of the Board of Directors, or by the members of the Association having a majority of the votes in the Association.

13.3 Approval. In order for any amendment or amendments to be effective, same must be approved by an affirmative vote of 66-2/3% of the entire Board of Directors and by an affirmative vote of members having no less than 75% of the total votes in the Association.

13.4 Attendance Not Required. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the

Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used as a vote for the purpose of creating a quorum.

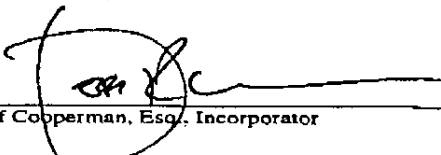
13.5 **Limitation.** No amendment shall make any changes in the qualifications for membership nor in the voting rights of members of the Association, without approval in writing by all members and the joinder of all record owners of mortgages encumbering condominium units. No amendment shall be made that is in conflict with the Act or the Declaration of Condominium.

13.6 **Recording.** A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Brevard County, Florida.

13.7 **Developer.** The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone. This paragraph may not be amended.

13.8 **Post-Merger Amendment.** Notwithstanding the above, at such time as The Village at Melbourne Condominium Association, Inc. is formally merged with the Association, the Board of Directors may, as a matter of course and in its sole and absolute discretion, amend the name of the Association and amend these Articles accordingly, without the joinder or consent of the members of the Association or any other party whatsoever.

For the purpose of forming this Association under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation to be effective as of the 22 day of March, 2016.

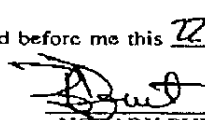


Jeff Cooperman, Esq., Incorporator

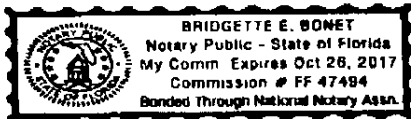
STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 22nd day of March, 2016 by Jeff Cooperman, Esq., who is personally known to me.

My commission expires:



NOTARY PUBLIC, State of Florida



ACCEPTANCE BY REGISTERED AGENT

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

Dated this 22nd day of March, 2016

ASSOCIATION LAW GROUP, P.L.

By: 

Bridgette E. Bonet, Esq., Partner

2016 MAR 22 AM 11:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA