

**ARTICLES OF INCORPORATION  
OF  
NOVA VILLAGE HOMEOWNERS ASSOCIATION, INC.**

We the undersigned, hereby associate ourselves together for the purpose of forming a non-profit corporation ("Association") under the laws of the State of Florida, pursuant to Florida Statute 617, Et. Seq., and hereby certify as follows:

**ARTICLE I  
NAME**

The name of this corporation is NOVA VILLAGE HOMEOWNERS' ASSOCIATION, INC., sometimes hereinafter referred to as "Association".

**ARTICLE II  
PURPOSES**

The Association does not contemplate pecuniary gain or profit direct or indirect, to its members. The purposes for which it is formed are:

To promote the health, safety, and welfare of the property owners and residents within the area referred to as the Properties in the Declaration of Covenants, Conditions and Restrictions for NOVA VILLAGE, to be recorded in the Public Records of Broward County, Florida, and for this purpose to:

- a) Own, acquire, build, operate, maintain and/or repair the Common Properties of NOVA VILLAGE open space green areas, motor vehicle and pedestrian rights of way. To maintain and/or repair landscaping in the Common Properties, the Private Drive Easements, boundaries, sidewalks and access paths, walls, fences, streets, structures, and other improvements for which the obligation to maintain and repair has been delegated and accepted.
- b) To control the specifications, architecture, design, appearance, elevation, and location of, and landscaping around, all buildings of any type, including walls, fences, swimming pools, docks, bulk heading, antennas, sewers, drains, disposal systems, or other structures now or hereafter constructed, placed, or permitted to remain in the Properties, as well as the alteration, improvement, addition, or change thereto.
- c) Fix assessments to be levied against property owners in NOVA VILLAGE.
- d) Enforce any and all covenants, restrictions and agreements applicable to NOVA VILLAGE.
- e) Pay taxes, if any, on the common properties;
- f) Pursuant to agreement, to delegate the performance of all or any part of its duties and functions to a management firm.

g) To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights, and other structures, landscaping, paving, and equipment, both real and personal, related to the health, safety, and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient; and

h) Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the owners and residents of NOVA VILLAGE.

### **ARTICLE III MEMBERSHIP**

3.1 Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the covenants and restrictions of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

### **ARTICLE IV VOTING RIGHTS**

4.1 The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Developer, NOVA VILLAGE, INC., its assigns, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member (s) shall be the Developer, NOVA VILLAGE, INC., or its assigns, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

### **ARTICLE V SUBSCRIBERS**

The names and residences of the subscribers of these Articles of Incorporation are as follows:

Name	Address
Wallace R. Brady	3752 Pine Island Road Ft. Lauderdale, Florida 33328



## **ARTICLES VII OFFICERS**

7.1 The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer, and, if any, the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors. The Board of Directors, or President, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation or management of his Association and the affairs of the Association and any such person or entity may be so employed without regard to whether such person or entity is a member of the Association or a Director or Officer of the Association, as the case may be.

7.2 The Board of Directors shall elect the President, the Secretary, and Treasurer and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall, from time to time, determine. All officers so elected must be members of the Board of Directors. The same person may hold two (2) offices, the duties of which are not incompatible, provided, however, the office of President and Vice President shall not be held by the same persons, nor shall the office of President and Secretary or Assistant Secretary be held by the same persons. No one (1) person may hold the office of President for longer than two (2) consecutive terms.

## **ARTICLE VIII FIRST OFFICERS**

The names and addresses of the officers who are to serve until the first election of officers, pursuant to the terms of the By-Laws are as follows:

Wallace R. Brady 3752 Pine Island Road Ft. Lauderdale, Florida	President
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David L. Brady 3752 Pine Island Road Ft. Lauderdale, Florida	Secretary
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Drew W. Brady 3752 Pine Island Road Ft. Lauderdale, Florida	Vide President
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Gary J. Brady 3752 Pine Island Road Ft. Lauderdale, Florida	Vice President
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Steven R. Brady  
3752 Pine Island Road  
Ft. Lauderdale, Florida

Treasurer

## **ARTICLE IX INDEMNIFICATION OF OFFICERS AND DIRECTORS**

9.1 The Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding:

a) Whether civil, criminal, administrative, or investigative other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as Director or Officer of the Association, or in his capacity as Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust, or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit, or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

b) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or Officer of the Association, or by reason of his being or having been a Director, Officers, employee, or agent of any other corporation, partnership, joint venture, trust, or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action or in connection with an appeal therein, if such persons acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit, or proceeding is held shall determine upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

9.2 The Board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification were properly incurred, and whether such Director or Officer acted in good faith and in a manner he reasonably believed to be in the best interest of the Association, and whether, with respect to any criminal action or proceedings, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

9.3 The Association hereby indemnifies any director or officer for expense actually and necessarily incurred in connection with legal actions brought in the name of the Association or legal services rendered for the benefit of the Association, the purpose of which is to enforce the provisions of the Articles of Incorporation, By-Laws, Covenants and any Amendments thereto. The indemnity will include attorney's fees, court costs and expenses incident to the above mentioned legal services. The Association will not indemnify any expenses, costs or fees incurred by a director or officer acting in bad faith nor will it indemnify an expense incurred in connection with the legal action adjudged to be a frivolous lawsuit or appeal.

9.4 The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

## **ARTICLE X ADDRESS**

The principal office of the Association shall be located at 3752 Pine Island Road, Fort Lauderdale, Florida, 33328, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

## **ARTICLE XI DEDICATION OF PROPERTIES OR TRANSFER OF FUNCTION TO PUBLIC AGENCY OR UTILITY**

The Association shall be empowered to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to NOVA VILLAGE.

## **ARTICLE XII DISSOLUTION**

12.1 The Association may be dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds (2/3) of the votes of each class of its membership. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consistent with the succeeding section of this Article) shall be consistent with the succeeding section of this Article) shall be mailed to every member at least ninety (90) days in advance of any action taken. During the term of the initial Board of Directors no dissolution may occur without the consent of the Board.

12.2 Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to NOVA VILLAGE, unless made in accordance with the provisions of such covenants and deeds.

### **ARTICLE XIII AMENDMENTS**

13.1 Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

- a) Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which such proposed amendment is considered, and said notice shall be mailed to all members at least thirty (30) days in advance of the meeting.
- b) A resolution approving the proposed amendment may be proposed by either the Board of Directors or by a majority of the membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted for approval and there upon receive such approval by the other. Such approval must be by two-thirds (2/3) of the members of the Board of Directors and by two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at the meeting called to consider the proposed amendment.

13.2 Provided further that no amendment shall be effective to impair or dilute any right of members that are governed by the recorded covenants and restrictions applicable to NOVA VILLAGE (as, for example, membership and voting rights) which are part of the property interest created thereby).

### **ARTICLE XIV TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED**

14.1 No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers, or have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or Officer is presently at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because said Officer's or Director's votes are counted for such purposes. No Director or Officer of the

Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

14.2 Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

## **ARTICLE XV TERM OF EXISTENCE AND BY-LAWS**

15.1 The By-Laws may be rescinded and restricted by the Board of Directors in accordance with the recorded Covenants and Restrictions applicable to NOVA VILLAGE. This Corporation shall have perpetual existence.

## **ARTICLE XVI ENFORCEMENT OF CONDOMINIUM DOCUMENTS**

The officers of the Condominium Association shall have the right to enforce any provisions of the Articles of Incorporation, By-Laws, or Declaration of Covenants and Restrictions of the NOVA VILLAGE HOMEOWNERS' ASSOCIATION, INC., by any proceeding at law or in equity against any person or persons violating or attempting to violate any provisions of the Articles of Incorporation, By-Laws, or Declaration of Covenants and Restrictions, or to recover damages in and against the land to enforce any lien created by these covenants; failure by the officers of the NOVA VILLAGE HOMEOWNERS' ASSOCIATION, INC., to enforce any provision of the above said document shall not be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce these provisions or recover damages or enforce any lien created by the provisions of the above stated documents, the prevailing party in said litigation shall be entitled to recover court costs and reasonable attorney's fees, including court costs and reasonable attorney's fees in any appellate proceeding.

IN WITNESS WHEREOF, the subscribers have fixed their signatures, this 4<sup>th</sup> day of April, 1978.

Witnesses:

\_\_\_\_\_/S/  
\_\_\_\_\_/S/  
\_\_\_\_\_/S/  
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\_\_\_\_\_/S/  
\_\_\_\_\_/S/

\_\_\_\_\_/S/  
Wallace R. Brady  
\_\_\_\_\_/S/  
David L. Brady  
\_\_\_\_\_/S/  
Drew W. Brady  
\_\_\_\_\_/S/  
Gary J. Brady



\_\_\_\_\_/S/

\_\_\_\_\_/S/  
Steven R. Brady

\_\_\_\_\_/S/

\_\_\_\_\_/S/

\_\_\_\_\_/S/

STATE OF FLORIDA                    )  
  )     SS:  
COUNTY OF BROWARD                )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of April, 1978.

\_\_\_\_\_/S/  
Notary Public, State of Florida

My Commission Expires: