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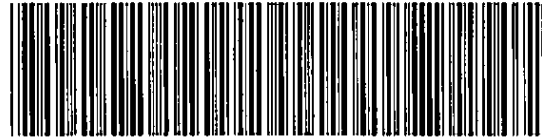
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CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS
CIVIL LITIGATION
PERSONAL INJURY
FAMILY LAW
LAND USE LAW
ESTATES AND TRUSTS

* FLA. BOARD CERTIFIED SPECIALIST IN CONDOMINIUM
AND PLANNED DEVELOPMENT LAW

** FLA. SUPREME COURT CERTIFIED MEDIATOR

March 6, 2019

Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314


Re: Certificate of Amendment
Venetian Falls Homeowners Association, Inc.

To Whom It May Concern:

Please find enclosed an original Certificate of Amendment and attached Amendment to the Articles of Incorporation for the above-referenced corporation and a check in the amount of \$35.00 for the filing fee.

Thank you for your assistance in this matter.

Sincerely,



Leah E. Ellington

LEE/pft
Enclosure

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

VENETIAN FALLS HOMEOWNERS ASSOCIATION, INC.

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Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
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CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED ARTICLES OF INCORPORATION

VENETIAN FALLS HOMEOWNERS ASSOCIATION, INC.

These are the Articles of Incorporation of VENETIAN FALLS HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation under Chapter 617 Florida Statutes.

ARTICLE I. NAME

The name of the corporation shall be VENETIAN FALLS HOMEOWNERS ASSOCIATION, INC. (herein "the Association").

ARTICLE II. PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and place of business of the Association is 2001 Batello Drive, Venice, Florida 34292. The mailing address of the Association is 2001 Batello Drive, Venice, Florida 34292.

ARTICLE III. DURATION

The Association shall exist in perpetuity.

ARTICLE IV. DEFINITIONS

All capitalized terms used in these Articles of Incorporation which are not defined herein shall have the meaning set forth in the Declaration of Covenants, Conditions, and Restrictions for Venetian Falls recorded in the public records of Sarasota County, Florida, as such Declaration may be amended and/or amended and restated from time to time (herein "the Declaration").

ARTICLE V. PURPOSE

The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its Members. By way of explanation and not limitation, the purposes for which the Association is organized are:

(a) to be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as set forth in the Governing Documents and as provided by law; and

(b) to provide an entity for the furtherance of the interests of the Owners of real property now and hereafter made subject to the Declaration (such real property is referred to in these Articles as "the Community"); and

(c) to operate, maintain, and manage the Surface Water and Storm Water Management System in a manner consistent with the requirements of Southwest Florida Water Management District (herein "the District") and applicable rules; to assist in the enforcement of the Declaration's provisions relating to the Surface Water and Storm Water Management System; and to levy and collect adequate assessments against Owners for the cost of maintenance and operation of the Surface Water and Storm Water Management System.

ARTICLE VI. POWERS

In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or Bylaws of the Association, shall, if exercised at all, be exercised by the Board of Directors:

(a) all of the powers conferred upon not-for-profit corporations by common law and Florida Statutes in effect from time to time; and

(b) all of the powers necessary or desirable to perform the obligations and to exercise the rights and powers set out in these Articles, the Bylaws, and the Declaration, including, without limitation, the following:

(i) to fix, levy, collect, and enforce payment of all charges or assessments authorized by the Declaration by any lawful means; to pay all expenses in connection therewith and all administrative and other expenses incident to the conduct of the business of the Association including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(ii) to manage, control, operate, alter, maintain, repair, improve, and replace the Common Areas and facilities, and any property acquired by the Association, or any property owned by another for which the Association, by rule, regulation, declaration, or agreement, has a right or duty to provide such services;

(iii) to make rules and regulations and to enforce covenants, conditions, or restrictions affecting any property within the Community to the extent the Association may be authorized to do so under the Declaration or Bylaws;

(iv) to engage in activities which will actively foster, promote, and advance the common interests of all Owners of property within the Community subject to the Declaration;

(v) to buy, or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, own, hold, use, operate, and otherwise deal in and with, real,

personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;

(vi) to borrow money for any purpose subject to such limitations as may be contained in the Declaration and/or Bylaws;

(vii) to enter into, make, perform, and enforce agreements of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other corporation, or other entity or agency, public or private;

(viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals; and

(ix) to otherwise elect to provide any and all supplemental municipal services to the Community as may be necessary or desirable.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article VI are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article VI.

ARTICLE VII. MEMBERSHIP AND VOTING RIGHTS

The Association shall be a membership corporation without certificates or shares of stock. The Owner of each Lot shall be a Member of the Association and shall be entitled to vote as provided in the Declaration and the Bylaws. Membership in the Association is appurtenant to, and may not be severed from the Unit or Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in the Declaration, these Articles, or the Bylaws of the Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot or Unit.

Change of an Owner's membership in the Association shall be established by recording in the Public Records of the County, a deed or other instrument establishing record title to a Lot. Upon such recordation, the Owner designated by such instrument shall become a Member of the Association and the membership of the prior Owner shall terminate.

ARTICLE VIII. BOARD OF DIRECTORS

The Association's business and affairs shall be conducted, managed, and controlled by a Board of Directors (herein "the Board") as provided in the Bylaws. The Board may delegate its operating authority to such companies, individuals, or committees as it, in its discretion, may

determine. The method of election and removal of Directors, filling of vacancies, and the term of office of Directors shall be as set forth in the Bylaws.

ARTICLE IX. LIABILITY OF DIRECTORS

To the fullest extent that Chapter 617 and Chapter 720 Florida Statutes, or other applicable law, exists on the date hereof or as they may hereafter be amended, permits the limitation or elimination of the liability of Directors or officers, no Director or officer of the Association shall be personally liable to the Association or its Members for monetary damages for breach of duty of care or other duty as a Director or officer. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any Director or officer of the Association for or with respect to any acts or omissions of such Director or officer occurring prior to such amendment or repeal.

ARTICLE X. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association indemnifies any Director or officer made a party to or threatened to be made a party to any threatened, pending, or completed action, suit, or proceedings:

(a) 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 completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, officer, or agent of the Association. Such indemnification shall include indemnification against expenses (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by the indemnified Person in connection with such action, suit, or proceeding, if such Person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceedings, such Person had no reasonable cause to believe his or her conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of any claim, issue, or matter as to which such Person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his or her duty to the Association, unless, and then 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, in view of all of the circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expenses as such court shall deem proper. 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 or she reasonably believed to be in or not opposed to the best interest of the Association, and with a respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. Notwithstanding the foregoing, the Association need not indemnify the managing agent of the Community unless such indemnification is required to do so by the agreement between the Association and such managing agent, approved by the Board or required by law.

(b) Approval. Any indemnification under paragraph (a) above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper under the circumstances because the Person requesting indemnification has met the applicable standard of conduct set forth in paragraph (a) above. Such determination shall be made (i) by majority vote of the members of the Board who were not parties to such action, suit, or proceeding, if sufficient to constitute a quorum, or (ii) if a quorum of the Board is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, in a written opinion rendered by independent legal counsel engaged by the Association, or (iii) by a majority vote of the voting interests of the Members.

(c) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may 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 a written agreement by or on behalf of the affected Director, officer, employee, or agent to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Association as authorized in this Article.

(d) Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, under the Bylaws, or pursuant to any agreement, vote of Members, 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.

(e) Insurance. 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 the Association, including, without limitation, as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

ARTICLE XI. REGISTERED AGENT

The street address of the registered office of this corporation is 2033 Main Street, Suite 403, Sarasota, Florida 34237 and the name of the Registered Agent of this corporation at that address is Lobeck & Hanson. The Association Board may change the Association's registered office and registered agent from time to time as permitted by law.

ARTICLE XII. BYLAWS

The Association Bylaws may be amended in the manner provided by the Bylaws.

ARTICLE XIII. AMENDMENTS

Amendments to these Articles may be adopted upon a resolution of the Board and the affirmative vote or written consent of Members representing at least sixty-seven percent (67%) of all votes in the Association. No amendment may be in conflict with the Declaration.

ARTICLE XIV. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

(a) 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 present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because the Director or officer's votes are counted for such purpose. Directors and officers shall disclose all actual or potential conflicts of interest to the Board prior to any such discussion or vote. If a conflict is timely and fully disclosed, no Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

(b) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board at which a contract or transaction with an interested Director is to be considered.

ARTICLE XV. DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved only upon (a) a resolution duly adopted by the Board, and (b) the affirmative vote of Members who are Owners of not less than two-thirds (2/3) of the Lots. Upon dissolution of the Association: if VA is guaranteeing or HUD is insuring the Mortgage on any Lot, then unless otherwise agreed to in writing by HUD or VA, any remaining real property of the Association shall be dedicated to an appropriate public agency or conveyed to a non-profit organization to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. Such requirement shall not apply if VA is not guaranteeing and HUD is not insuring any Mortgage; provided, if either agency has granted project approval for the Community, then HUD and/or VA shall be notified of such dissolution.

In the event of the Association's termination, dissolution, or final liquidation, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which complies with Section 40D-4, F.A.C. and is approved by the District prior to such termination, dissolution, or liquidation.

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED ARTICLES OF INCORPORATION

VENETIAN FALLS HOMEOWNERS ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation of Venetian Falls Homeowners Association, Inc. were approved and adopted at a meeting of the Association Membership held on November 7, 2018, and reconvened on January 9, 2019, by the affirmative vote of not less than sixty-seven percent (67%) of the voting interests of the Association after approval by the Board of Directors, which is sufficient for adoption pursuant to Article 13 of the Articles of Incorporation.

DATED this 27th day of February, 2019.

Signed, sealed and delivered
in the presence of:

sign:


Ernesto Castillo


VENETIAN FALLS HOMEOWNERS
ASSOCIATION, INC.

By:


David Myers, President

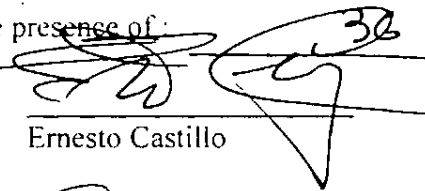
sign:

print:


ERNESTO A. CASTILLO

Signed, sealed and delivered
in the presence of:

sign:



Ernesto Castillo

Attest:


Patricia Burns, Secretary

sign:

print:

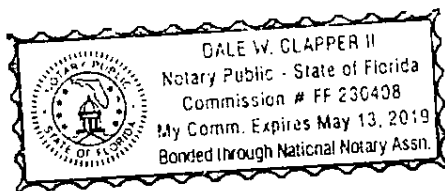

ERNESTO A. CASTILLO

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27 day of Feb, 2019,
by David Myers, as President of Venetian Falls Homeowners Association, Inc., a Florida
corporation, on behalf of the corporation. He is personally known to me or has produced
FL Drivers License as identification.

NOTARY PUBLIC

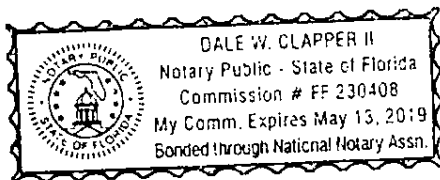


sign *Dale W Clapper II*
print Dale W Clapper II
State of Florida at Large (Seal)
My Commission expires: May 13 2019

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27 day of Feb, 2019,
by Patricia Burns as Secretary of Venetian Falls Homeowners Association, Inc., a Florida
corporation, on behalf of the corporation. She is personally known to me or has produced
FL Drivers License as identification.

NOTARY PUBLIC



sign *Dale W Clapper II*
print Dale W Clapper II
State of Florida at Large (Seal)
My Commission expires: May 13 2019

Prepared by: Leah E. Ellington, Esq.
2033 Main Street, Suite 403
Sarasota, Florida 34237