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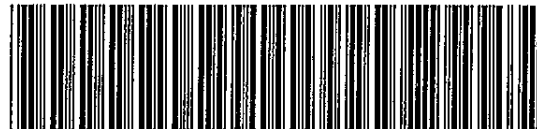
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April 15, 2005

FEDERAL EXPRESS

Secretary of State
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

RE: VENEZIA TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.
- ARTICLES OF INCORPORATION

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Dear Ladies and Gentlemen:

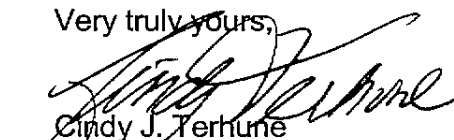
Enclosed herewith please find the original and one (1) copy of Articles of Incorporation for VENEZIA TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., with our firm's check in the amount of \$87.50 representing your fee for filing the Articles of Incorporation, a certified copy of the Articles of Incorporation, and a Certificate of Good Standing.

Kindly file the Articles and return a certified copy of same along with a Certificate of Good Standing to the undersigned.

Should you have any questions with regard to this matter, please do not hesitate to contact me directly by telephone.

Thanking you for your help and prompt attention to this matter, I remain,

Very truly yours,


Cindy J. Terhune
Assistant to
Joseph P. Mullen

Enc.

This instrument prepared by:
Joseph P. Mullen, Esq.
Mullen & Bizzarro, P.A.
2929 E. Commercial Boulevard
Suite PH-C
Ft. Lauderdale, Florida 33308
(954) 772-9100

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**ARTICLES OF INCORPORATION OF
VENEZIA
TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.**
(A Florida Corporation Not For Profit)

In order to form a corporation not for profit under, and in accordance with, Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and, to that end, I do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" shall have the meanings set forth in Sections 617.301-617.312, and in Chapter 720, Florida Statutes (2004) and of the Declaration of Covenants, Restrictions, Easements, And Party Walls For Venezia Townhomes (the "Townhomes Declaration"). All initially capitalized terms not defined herein shall have the meanings set forth in Article I of the Townhomes Declaration. For clarification, the following terms will have the following meanings:

- A. "Act" means Chapter 720, Florida Statutes (2004).
- B. "Articles" means these Articles of Incorporation.
- C. "Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" and "Reconstruction Assessments" (as such terms are defined in the Townhomes Declaration) which from time to time are assessed against a Unit Owner.
- D. "Association" means Venezia Townhomes Homeowners' Association, Inc., a Florida corporation not for profit.
- E. "Board" means the Board of Directors of the Association.
- F. "Bylaws" means the Bylaws of the Association.

- G. "Common Expenses" means expenses for which the Unit Owners are liable to the Association as set forth in various sections of the Act and/or as described in the Townhomes Declaration.
- H. "Common Surplus" means the excess of the receipts collected by the Association over the Common Expenses.
- I. "Developer" means Morgan-Richardson, LLC, a Florida limited liability company, its successors and assigns.
- J. "Director" means a member of the Board.
- K. "Governing Documents" means collectively the Townhomes Declaration, these Articles, the Bylaws and any Rules and Regulations from time to time promulgated by the Townhomes Association.
- L. "Member" means a Unit Owner/member of the Association.
- M. "Townhomes Declaration" means the Declaration of Covenants, Restrictions, Easements, And Party Walls For Venezia Townhomes.
- N. "Townhome" or "Unit" means a townhome dwelling unit as described in the Townhomes Declaration.
- O. "Unit Owner" or "Owner" means the person(s) or entity who holds fee simple title to a Unit.
- P. "Voting Certificate" means the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative, who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.
- Q. "Voting Interests" means the voting rights allocated to Members pursuant to the Townhomes Declaration.

ARTICLE I

NAME AND ADDRESS

1.1 The name of this Association shall be Venezia Townhomes Homeowners' Association, Inc. The initial principal office and mailing address of the Association shall be 2929 East Commercial Boulevard, Suite PH-C, Fort Lauderdale, Florida 33308. Following the transfer of control of the Association from the Developer to the Owners, the principal office and mailing address of the Association shall be at such place as shall be determined by the Board of Directors.

ARTICLE II
PURPOSE OF ASSOCIATION

2.1. The Association shall be a "homeowners association" as defined in the Act.

2.2. The Association has been organized to administer and manage the Association, to service, maintain, repair, and replace the Association Properties, to service, maintain, repair, and replace the exteriors of the eleven (11) townhomes in accordance with the mandate in the Townhomes Declaration, and to perform and discharge the various duties and responsibilities assigned to the Association under the Townhomes Declaration and under the Act.

ARTICLE III
POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Townhomes Declaration.

3.2 The Association shall have all of the powers that have been granted to the Association in the Governing Documents. All of the provisions of the Governing Documents, including the Rules and Regulations that may be promulgated from time to time and which grant powers to the Association, are by this reference thereto incorporated into these Articles.

3.3 The Association shall have all of the powers of a homeowners' association under the Act including, but not limited to, the following:

3.3.1 To make, establish and enforce reasonable rules and regulations governing the maintenance, repair, alteration and use of the exteriors of the eleven (11) townhomes, including without limitation the roof and roof systems that are a part of each townhome.

3.3.2 To make, levy, collect and enforce payment of Assessments from and against Unit Owners as provided in the Act and in the Townhomes Declaration in order to provide funds to pay for the Common Expenses in the manner provided in the Act and in the Townhomes Declaration and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3.3.3 To service, maintain, repair, and replace all of the Association Properties;

3.3.4 To enforce, by legal means, the provisions of the Governing Documents and of the Act.

3.3.5 To contract for the installation, maintenance and operation of a "master" cable television service and system, including high speed data transmissions and internet systems, and security monitoring systems for the Owners;

3.3.6 To employ personnel, retain independent contractors and professionals and to enter into service contracts needed to provide for the servicing, maintenance and repair of the exteriors of the eleven (11) townhomes, and of the Association Properties, to enter into contracts for the management of the Association, and to enter into any other agreements consistent with the purposes of the Association; and

3.3.7 To borrow money, and to obtain such financing, as may be desirable or necessary to enable the Association to maintain or repair the exteriors of the ten townhomes in accordance with the Townhomes Declaration and with the Act and, as security for any such loan, to collaterally assign the Association's right to collect, and to enforce the collection of, Assessments from Unit Owners levied for the purpose of repaying any such loan.

ARTICLE IV MEMBERS

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such Membership, and the manner of voting by Members shall be as follows:

4.1. Membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recordation of a deed of conveyance as to such Unit in the Public Records of Broward County, Florida. Conversely, the membership of the prior (conveying) Unit Owner shall terminate as to that Unit as of the date of such Unit Owner's execution and delivery to the new Unit Owner of the deed of conveyance. New Members shall deliver to the Association a true copy of the deed or other instrument evidencing the acquisition of title to the Unit.

4.2 No Member may assign, hypothecate or transfer, in any manner, his membership in, or his share in the funds and assets of, the Association, except as an appurtenance to his Unit.

4.3 With respect to voting, the following provisions shall apply:

4.3.1 Each Unit, including each Unit owned by the Developer, shall be entitled to one (1) vote, which vote shall be exercised and cast in accordance with the applicable Governing Documents. In the event that fee simple title to a Unit is held by more than one (1) Unit Owner such Unit Owners collectively shall be entitled to only one (1) vote in each matter before the membership.

4.3.2 Matters that require a vote of the Members shall be decided by a vote of the majority of the Members in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

4.3.3 The Members shall be entitled to elect the Board as provided in Article VIII of these Articles.

4.3.4 Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one which the Act or the Governing Documents provides for a vote of the Membership greater or less than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

ARTICLE V TERM

5.1 The term of this Association shall be perpetual.

ARTICLE VI OFFICERS

6.1 The Association shall be managed by a President, a Vice President, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall serve at the pleasure and direction of the Board. The Board may enter into written contracts for management services, at its election.

6.2 The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and any Assistant Secretary and/or Assistant Treasurer as the Board shall, from time to time, determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following each annual Members' Meeting; provided, however, any officers may be removed by the Board and other persons may be appointed by the Board as replacement officers in the manner provided in the Bylaws. All officers shall be Directors of the Association. The same person may hold two (2) offices; provided, that the duties of the two are not incompatible. However, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President and the office of Secretary or Assistant Secretary.

ARTICLE VII FIRST OFFICERS

7.1 The names of the officers who are to serve until the first election of officers by the Board are as follows:

President: Isaac Ray

Vice President: Mark Sikar

Secretary: Mark Sikar

Treasurer: Isaac Ray

ARTICLE VIII BOARD OF DIRECTORS

8.1 The number of Directors on the Board of Directors shall be three (3).

8.2 The names and addresses of the persons who are to serve as the First Board are as follows:

| NAME | ADDRESS |
|------------|---|
| Isaac Ray | 3700 Bedford Avenue, Brooklyn, New York 11229 |
| Mark Sikar | 3111 Ocean Parkway, Apt. 8D, Brooklyn, New York 11235 |
| Elena Ray | 3700 Bedford Avenue, Brooklyn, New York 11229 |

Developer reserves the right to designate successor Directors to serve on the Board for so long as the Developer shall be entitled to elect a Director(s). Developer reserves the right to remove any Director who may otherwise be designated by Developer in accordance with these Articles.

8.3 Non-Developer Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur:

8.3.1 Three (3) months after ten (10) of the Units have been conveyed to Non-Developers Members;

8.3.2 When all eleven (11) Units have been completed, some of them have been conveyed to Non-Developers Members, and none of the others are being offered for sale by the Developer in the ordinary course of business;

8.3.3 When some of the eleven (11) Units have been conveyed to Non-Developers Members and none of the remaining Units are being constructed or offered for sale by the Developer in the ordinary course of business; or

8.3.4 Three (3) years after recordation of the Declaration.

8.4 The Developer is entitled to elect at least one (1) member of the Board as long as

the Developer holds for sale in the ordinary course of business at least one (1) of the Units.

8.5 Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or of selecting the majority members of the Board.

8.6 Notwithstanding the above Section 8.3, Developer shall have the right, at any time, upon written notice to the Association, to relinquish its right to designate a majority of the Board.

8.7 The election of not less than a majority of Directors by the Non-Developer Members shall occur at a meeting to be called by the Board for such purpose.

8.8 The meeting for the election by the Non-Developer Members of the majority of the Board, and the meeting of Non-Developer Members to elect their initial Director, shall be called by the Association, through its Board, within forty-five (45) days after the Non-Developer Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least thirty (30) days' notice of such election. The notice shall also specify the number of Directors who shall be elected by the Non-Developer Members and the remaining number of Directors designated by Developer.

8.9 The Board shall continue to be elected by the Non-Developer Members, subject to Developer's right to appoint a member to the Board, as specified in these Articles at each subsequent annual Members' meeting, until Developer is no longer entitled to appoint a member to the Board.

8.10 Developer shall cause all of its designated Directors to resign when the Developer no longer holds at least one (1) Unit for sale in the ordinary course of business. Such resignation(s) to be effective not later than twenty (20) days following the date on which the Developer ceased to own the one (1) Unit or following the date that the Developer ceased to hold at least one (1) Unit for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. In either such event, the Directors elected by the Non-Developer Members shall elect successor Directors to fill the vacancies caused by the resignation, or removal, of the Developer's designated Directors. These successor Directors shall serve until the next annual Members' meeting and until their successors are elected and qualified.

8.11 At each annual Members' meeting held subsequent to the year in which the Non-Developer Members shall first elect the majority of the Directors, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors, and there shall always be an odd number of Directors.

8.12 Each Director shall have one (1) vote.

ARTICLE IX
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Governing Documents, where applicable, and shall include, but not be limited to, the following:

9.1 Making and collecting Assessments against Members to defray the costs of the Common Expenses.

9.2 Using the proceeds of Assessments in the exercise of the powers and duties of the Association and of the Board.

9.3 Maintaining, servicing and repairing the foundation, structure, roof and roof structure of the Building and of the Townhomes, the exteriors of the Building and Townhomes, and all of the Association Properties.

9.4. Making and amending rules and regulations with respect to the maintenance, repair, alteration and use of the exteriors of the Building/eleven (11) Townhomes.

9.5. Enforcing by legal means the provisions of the Governing Documents.

9.6. Contracting for the management and maintenance of the exteriors of the Building and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and the maintenance and repair of those portions of the exteriors of the Building for which the Association has such responsibility, with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, at all times, retain the powers and duties granted by the Governing Documents and the Act including, but not limited to, the making of Assessments, the promulgation of rules and regulations, and the execution of contracts on behalf of the Association.

9.7 At the discretion of the Board, purchasing and carrying casualty, windstorm, flood, and public liability insurance for the eleven (11) townhomes, for the protection of Members, and for the protection of the Association.

9.8 Paying the cost of bulk cable, and other utility services rendered to the Association Properties and to the Townhomes and not billed directly to Owners.

9.9 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the Association.

9.10 Maintaining an adequate number of copies of the Governing Documents, to ensure their availability to Owners. The Association may charge its actual costs for preparing

and furnishing the foregoing to those requesting same.

9.11. Ensuring that the following contracts shall be in writing:

9.11.1 Any contract for the purchase, lease or rental of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.

9.11.2 Any contract, regardless of term, for the provision of services, other than contracts with employees of the Association, and contracts for attorney and accountant services.

9.12 Obtaining competitive bids for materials, equipment and services if and where required by the Act.

ARTICLE X INDEMNIFICATION

10.1. Every Director and every officer of the Association (and the Directors and/or officers as a group) and every member of any committee(s) appointed by the Board (and the committee members and/or committee(s) as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by, or imposed upon, them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being, or having been, a Director, an officer, or a committee member of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer or committee member at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein 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 or committee member admits, or is adjudged guilty of, willful misfeasance or malfeasance in the performance of his 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 or committee member may be entitled, whether by statute or common law. The indemnification hereby afforded to Directors and officers and committee members 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 and committee members, including, but not limited to, the Developer.

ARTICLE XI BYLAWS

11.1 The Bylaws of the Association shall be adopted by the initial Board and, thereafter, may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Owners present at an annual Members' meeting or at a special meeting of Owners

and by the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XII AMENDMENTS

12.1. Prior to the recordation of the Townhomes Declaration in the Public Records of Broward County, Florida, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the 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, so as to include such amendments, and shall be an exhibit to the Townhomes Declaration upon the recording of the Declaration.

12.2. After the recordation of the Townhomes Declaration in the Public Records of Broward County, Florida, these Articles may be amended in the following manner:

12.2.1 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 the Owners, which may be either the annual Owners meeting or a special meeting. Any number of amendments may be submitted to the Owners and voted upon by them at one meeting;

12.2.2. Written notice setting forth the proposed amendment(s) or a summary of the changes to be effected thereby shall be given to each Owner of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Owners; and

12.2.3. At such meeting, a vote of the Owners shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Owners entitled to vote thereon; or

12.2.4. An amendment may be adopted by a written statement signed by all Directors and with the written consent of Owners representing Voting Interests sufficient to pass the amendment at a meeting where all members of the Board 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 Owners not submitting written consent shall be notified in writing of the passage thereof.

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

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

12.5 Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend, or alter the rights of Developer, including the right to designate and select the Directors as provided in Article VIII hereof, without the prior written consent thereto by Developer, nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the Developer, or of the holder, guarantor, or insurer of a first mortgage on any Unit or of any "Institutional Mortgagee" (as defined in the Declaration) without such party's prior written consent to the degree this provision is permitted by the Act.

ARTICLE XIII REGISTERED OFFICE AND REGISTERED AGENT

13.1 The street address of the initial registered office of the Association is Suite PH-C, 2929 East Commercial Boulevard, Fort Lauderdale, Florida 33308 and the initial registered agent of the Association at that address shall be Joseph P. Mullen.

ARTICLE XIV INCORPORATOR

14.1 The name and address of the Incorporator of these Articles is as follows: Isaac Ray
3700 Bedford Avenue, Brooklyn, New York 11229.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 14 day of April, 2005.

By: 
ISAAC RAY
Incorporator

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The undersigned hereby accepts the designation as Registered Agent of Venezia Townhomes Homeowners' Association, Inc. as set forth in Article XIII of these Articles of Incorporation and acknowledges that he is familiar with, and accepts, the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

By: 
JOSEPH P. MULLEN

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, ISAAC RAY, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Isaac Ray, who is personally known to me or who has produced a New York driver license as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 24th day of April, 2005.

NOTARY PUBLIC:

SIGN: Cindy Terhune

PRINT: CINDY TERHUNE

State of Florida at Large

(Seal)
My Commission Expires:

