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The Venetian Master Association, Inc.

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**ARTICLES OF INCORPORATION OF
THE VENETIAN MASTER
ASSOCIATION, INC.**

The undersigned incorporator, desiring to form a corporation not-for-profit under Chapter 817 of the laws of the State of Florida, hereby adopts the following Articles of Incorporation ("Articles"):

**Article 1
NAME AND DEFINITIONS**

The name of the corporation shall be The Venetian Master Association, Inc., which is hereinafter referred to as the "Master Association".

The capitalized terms used herein shall have the meanings, if any, given to them in the Declaration of Covenants, Restrictions and Easements for The Venetian, recorded (or to be recorded) in the Public Records of Lee County, Florida, as hereafter amended and/or supplemented from time to time (the "Master Covenants") unless the context clearly requires otherwise; provided, however, that the term "Member" shall mean a member of the Master Association as provided herein.

**Article 2
PURPOSES AND POWERS**

The objects and purposes of the Master Association are those objects and purposes as are authorized by the Master Covenants. The further objects and purposes of the Master Association are to preserve the values and amenities of all Sub-Association Parcels and Dwellings which are now or hereafter developed within the properties which are subjected to the Master Covenants (hereinafter referred to as the "Properties") and to maintain the Common Areas for the benefit of the Members of the Master Association and the Owners of the Dwellings within The Venetian (the "Community").

The Master Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Master Association shall have the power to contract for the management of the Master Association and to delegate to the party with whom such contract has been entered into which, may be an affiliate of the Declarant, the powers and duties of the Master Association, except those which require specific approval of the Board or the Members.

The Master 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 these Articles and the Master Covenants. The Master Association shall also have all of the powers necessary to exercise all of the Master Association's rights and privileges, to perform all of its duties and obligations and to otherwise implement the purposes of the Master Association as set forth in the Master Covenants, as well as the powers and duties of an association which are set forth in Chapter 720, Florida Statutes (2004), as amended from time to time. The Master Association shall further have all of the powers necessary to provide for the common good, health, safety and general welfare of all of the Owners.

The foregoing statement of purposes shall be construed as a statement both of purpose and of powers, and such purposes and powers shall not be limited or restricted by reference to

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or inference from the terms or provisions of any other clause or statement, but shall be broadly construed as independent purposes and powers.

Article 3
MEMBERS

3.01 Membership. The Members of the Master Association shall be as follows:

- (a) Owner(s). Each Owner of a Dwelling shall be a Class A Member of the Master Association and shall be a Voting Member.
- (b) Declarant. The Declarant shall be the sole Class B Member of the Master Association, until termination of the Class B Membership as provided in the Master Covenants and shall be a Voting Member.

3.02 Members' Voting Rights. All matters upon which the Voting Members shall be entitled or required to vote, each Member shall have the following number of votes:

- (a) Each Voting Member shall have the number of votes equal to its respective Percentage Share, which shall be cast in the manner provided by the By-Laws.
- (b) The Declarant shall have five hundred and one (501) votes, so long as the Declarant is entitled to appoint a majority of the Directors of the Master Association as hereafter provided, and thereafter the Declarant shall have the lesser of (i) one (1) vote less than the number of votes required to elect a majority of the Directors; or (ii) or the maximum number of votes permitted under Applicable Law.

3.03 General Matters. Unless otherwise specified, when reference is made herein, or in the Master Covenants, By-Laws, Rules and Regulations, if any, management contracts or otherwise, to a majority or specific percentage of Voting Members, such reference shall be deemed to be a reference to a majority or specific percentage of the votes of Voting Members present at a duly constituted meeting thereof and not of the Voting Members themselves.

3.04 Meetings of Members. The By-Laws shall provide for an annual meeting of Members, and may provide for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if at least thirty percent (30%) of the total votes which may be cast by the Voting Members in good standing shall be represented at the meeting by the respective Voting Members. Unless otherwise specifically required by law, references herein and in the Master Covenants, By-Laws and other documents administered by or binding on the Master Association shall be deemed to refer to meetings and votes of Voting Members.

Article 4
CORPORATE EXISTENCE

The Master Association shall have perpetual existence.

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Article 5
BOARD OF DIRECTORS

5.01 Management by Directors. The property, business and affairs of the Master Association shall be managed by a Board, which shall initially consist of three (3) persons. Upon termination of the Class B Membership, the Board may increase, by resolution, the authorized number of directors on the Board, up to a maximum of seven (7) directors. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including annual meetings.

5.02 Original Board of Directors. The names and addresses of the first Board, who shall hold office until the first election and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

Name	Address
George Abadie	169 East Flagler Street, Suite 1123 Miami, Florida 33131
Rene Gutierrez	169 East Flagler Street, Suite 1123 Miami, Florida 33131
Andy Simon	169 East Flagler Street, Suite 1123 Miami, Florida 33131

5.03 Appointment of Directors. The Directors shall be appointed as follows:

- (a) The Declarant shall have the right to appoint all of the Directors of the Master Association until termination of the Class B Membership, as provided in the Master Covenants, at which time the Board may be expanded, by Resolution of the Board, to up to seven (7) Directors and the Voting Members other than the Declarant shall have the right to appoint the Directors.
- (b) After the Declarant relinquishes control of the Master Association, the Declarant may also exercise the right to appoint any Declarant-owned voting interests in the same manner as any Voting Member other than Declarant, except for purposes of reacquiring control of the Master Association or selecting the majority of the Members of the Board.
- (c) For purposes of this section, the term "Voting Members other than the Declarant" shall not include Owners, builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

5.04 Election or Appointment of Board of Directors. Unless otherwise provided in these Articles of Incorporation, directors elected or appointed by the Voting Members other than the Declarant shall be elected or appointed at the annual meeting of the Members as provided in the By-Laws. The By-Laws may provide for the method of voting for the election and for the removal from office of directors.

5.05 Duration of Office. Directors elected or appointed by the Voting Members shall hold office until the next succeeding annual meeting of the Members and thereafter until qualified successors are duly elected or appointed and have taken office.

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5.06 Vacancies. If a director elected or appointed by the Declarant or another Voting Member shall for any reason cease to be a director, the Declarant or other Voting Member, as applicable, that appointed or elected such director shall have the right to appoint or elect a successor to fill the vacancy for the balance of the unexpired term.

Article 6 **OFFICERS**

6.01 Officers Provided For. The Master Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time elect. One person may hold more than one office, subject to the limitations set forth in the By-Laws.

6.02 Election and Appointment of Officers. The officers of the Master Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board annually for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election for the removal from office of officers, for the filling of vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Master Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board may elect or appoint an individual to fill such vacancy.

6.03 First Officers. The names and addresses of the first officers of the Master Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>Name and Office</u>	<u>Address</u>
President: George Abadie	169 East Flagler Street, Suite 1123 Miami, Florida 33131
Vice President: Rene Gutierrez	169 East Flagler Street, Suite 1123 Miami, Florida 33131
Secretary and Treasurer: Andy Simon	169 East Flagler Street, Suite 1123 Miami, Florida 33131

Article 7 **BY-LAWS**

The Board shall adopt By-Laws consistent with these Articles. Such By-Laws may be altered, amended, repealed or rescinded by the Voting Members in the manner set forth in the By-Laws.

Article 8 **AMENDMENTS**

8.01 Approval of Amendments. Amendments to these Articles shall be proposed and approved by the Board and thereafter submitted to a meeting of the Members for adoption or rejection by affirmative vote of seventy-five percent (75%) of the votes of the Voting Members.

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8.02 Declarant's Right to Amend. Anything to the contrary herein notwithstanding, during the period in which the Declarant is entitled to elect a majority of the Directors of the Master Association, the Declarant shall have the absolute right to amend these Articles without the consent of the Members of the Board, and no amendment to these Articles shall be made or shall be effective without the written consent and joinder of the Declarant, which consent the Declarant may withhold in its sole and exclusive discretion.

8.03 Notice. Notice of a proposed amendment shall be included in the notice of the meeting at which such amendment is to be considered and shall otherwise be given in the time and manner provided in Chapter 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

8.04 Conflicting Provisions. In case of any conflict between these Articles and the By-Laws, these Articles shall control and in case of any conflict between these Articles and the Master Covenants, the Master Covenants shall control.

Article 9 INCORPORATOR

The name and address of the Incorporator of the Master Association is:

<u>Name</u>	<u>Address</u>
Howard J. Vogel	c/o Berman Rennert Vogel & Mandler, P.A. 100 S.E. Second Street, Suite 2900, Miami, Florida 33131-2130

Article 10 INDEMNIFICATION

10.01 Right to Indemnification. The Master 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, committee member, or agent of the Master Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be not in, or opposed to, the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. 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 or did act in a manner which he believed to be not in or opposed to the best interest of the Master Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

10.02 Attorneys' Fees. To the extent that a director, officer employee or agent of the Master Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.01 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

ARTICLES OF INCORPORATION
MASTER ASSOCIATION

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10.03 Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Master Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, committee member, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Master Association as authorized in this Article.

10.04 Non-exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Voting Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

10.05 Power to Purchase Insurance. The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee or agent of the Master Association, or is or was serving at the request of the Master Association as 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 Master Association would have the power to indemnify him against such liability under the provisions of this Article.

10.06 No Amendment. The provisions of this Article 10 shall not be amended.

Article 11 **OFFICE**

The principal office and mailing address of the Master Association shall be at 169 East Flagler Street, Suite 1123, Miami, Florida 33131, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Master Association shall be kept at its principal office or at such other place as may be permitted by Florida law.

Article 12 **REGISTERED AGENT**

Until changed, Registered Agents of Florida, LLC shall be the registered agent of the Master Association and the registered office shall be located at 100 Southeast Second Street, Suite 2900, Miami, Florida 33131-2130.

Article 13 **DISSOLUTION**

Upon dissolution of the Master Association, all of its assets shall be conveyed to another not-for-profit corporation, unincorporated association or public agency. Notwithstanding the foregoing, if the Master Association is dissolved, the property consisting of the surface water Management System shall be conveyed to an appropriate agency of local government. In the event the conveyance is not accepted by local government, the surface water management system must be conveyed to a non-profit corporation similar to the dissolved Master Association.

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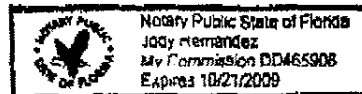
IN WITNESS WHEREOF, the said Incorporator has hereunto set his hand this 6
day of February, 2006

Howard J. Vogel, Incorporator

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

The foregoing instrument was acknowledged before me on the 6 day of
February, 2006, by Howard J. Vogel, who is personally known to me.

[Seal]



Jody Hernandez
Print: Jody Hernandez
Notary Public, State of Florida at Large
My Commission Expires: 10-21-09

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

THE VENETIAN MASTER ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the City of Miami, State of Florida, has named Registered Agents of Florida, LLC, located at 100 Southeast Second Street, Suite 2900, Miami, FL 33131-2130, as its agent to accept service of process within Florida.

Howard J. Vogel, Incorporator

Dated: FEBRUARY 6, 2006

Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

REGISTERED AGENTS OF FLORIDA, LLC, a
Florida limited liability company

By:

Name: Howard J. Vogel, Vice President

Dated: FEBRUARY 6, 2006

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