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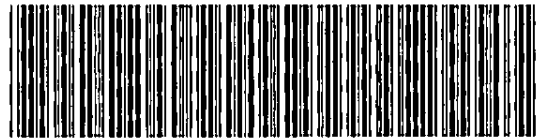
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**ARTICLES OF INCORPORATION FOR
THE VENUE TOWNHOMES HOMEOWNER'S ASSOCIATION, INC.**
(a not for profit corporation)

The undersigned, acting as incorporator(s) of a corporation pursuant to Chapter 617, Florida Statutes, adopt(s) the following Articles of Incorporation:

ARTICLE I
NAME

The name of the corporation shall be The Venue Townhomes Homeowner's Association, Inc. (the "Association").

ARTICLE II
PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The initial principal place of business and mailing address of the corporation shall be 2014 Edgewater Drive, #300, Orlando, FL 32804.

ARTICLE III
PURPOSE

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida. The specific purposes for which the corporation is organized are:

1. To promote the health, safety and social welfare of the Owners of Property within that residential area referred to as The Venue Townhomes, and described in the Declaration of Covenants, Conditions and Restrictions for The Venue Townhomes Homeowner's Association (the "Declaration"), to be recorded in the Public Records of Orange County, Florida.
2. To own and maintain, repair and replace the general and/or Common Area, landscaping and other improvements in and/or benefiting the property for which the obligation to maintain and repair has been delegated and accepted.
3. To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto.
4. To operate without profit for the benefit of its members.
5. To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District (the "District") permit requirements and applicable District Rules, and shall assist in the

enforcement of the provisions of the Declaration that relate to the surface water or stormwater management system.

6. To perform those functions reserved by the Association in the Declaration.

ARTICLE IV **GENERAL POWERS**

The general powers that the Association shall have are as follows:

1. To hold funds solely and exclusively for the benefit of the members for the purposes set forth in these Articles of Incorporation.
2. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
3. To delegate power or powers if and to the extent deemed to be in the interest of the Association.
4. To affix assessments to be levied against Lots within the Property and the costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.
5. To pay taxes and other charges, if any, on or against the Common Area.
6. To levy and collect adequate assessments against members of the Association for the cost of maintenance and operation of the surface water or stormwater management system.
7. To have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein. The Common Area cannot be mortgaged or conveyed by the Association without the affirmative vote of at least two-thirds (2/3) of the Membership.

ARTICLE V **MANNER OF ELECTION OF DIRECTORS**

Directors shall be elected or appointed in accordance with the provisions of the Bylaws of the Association.

ARTICLE VI **MEMBERS**

1. Every Owner of a Lot that is subject to Assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

2. The Association shall have two classes of voting membership:

a. Class A. Class A Members shall be all Owners, with the exception of the Declarant for so long as Declarant retains Class "B" voting rights. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member, which is not Exempt Property. If more than one Dwelling is located on any Lot (which is not Exempt Property), the Class A Member owning such Lot shall be entitled to one (1) vote for each Dwelling located on such a Lot. Any Class A Member who is in violation of this Declaration, as determined by the Board of Directors in accordance with the provisions hereof and any regulations established hereunder, shall not be entitled to vote during any period in which such violation continues. If a Lot shall be owned by more than one Owner, such Owners shall be deemed to constitute a single Class A Member as to such Lot and shall collectively be entitled to a single vote for such Lot (or for each Dwelling located on such Lot) as to each matter properly submitted to the Members.

b. Class B. The Class B Member(s) shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot in the Property owned by Developer, plus three (3) votes for each potential subdivision lot that has not yet been annexed but which could be developed upon the lands eligible for annexation to the Property under the terms of the Declaration; provided however that after Turnover the Class B Member shall be entitled to one (1) vote for each Lot owned by the Developer. The Class B Member shall be entitled to cast all of its votes in any vote or election held by the Association.

The Developer shall call a meeting, as provided in the Bylaws for Special Meetings, to provide for the turnover of control of the Board of Directors to the Owners at this time. The Developer shall have the right to appoint one member to the Board of Directors for so long as the Developer owns any portion of the Property.

ARTICLE VII **DIRECTORS**

The Board of Directors of the Corporation shall be comprised of at least three (3) directors. The initial members of the Board of Directors and their street addresses are:

Amit Ghosh	2014 Edgewater Drive, #300 Orlando, FL 32804
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Shibin Wang 2014 Edgewater Drive, #300
Orlando, FL 32804

Ritika Ghosh 2014 Edgewater Drive, #300
Orlando, FL 32804

As long as Developer shall have the right to appoint the Board of Directors, Directors need not be Members of the Association and need not be residents of the State of Florida. All Directors appointed by Developer shall serve at the pleasure of Developer, and may be removed from office, and a successor Director may be appointed at any time by Developer. At the first annual election to the Board of Directors at which Directors are elected by the Members, the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, with the other elected Directors to serve for a term of one (1) year. Elections shall be by plurality votes. All Directors shall hold office until the election of new directors at the next annual meeting or resignation of said Director. Each year thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member and may not be removed except by action of the Class B Member, and may be removed from office, and a successor director may be appointed, at any time by the Class B Member.

No member of the Board, officer, Developer, or any other committee of the Association nor employees of the aforementioned, shall be personally liable to the Association, for any damages, losses or claims as a result of any act, omission, error, negligence of that person or group, provided that person or group has, upon the basis of that information possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE VIII **OFFICERS**

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

Name	Office
Amit Ghosh	President

Shibin Wang

Vice President

Ritika Ghosh

Secretary, Treasurer

ARTICLE IX
INITIAL REGISTERED AGENT AND STREET ADDRESS

The street address of the Corporation's initial registered office is: 2014 Edgewater Drive, #300, Orlando, FL 32804 and the name of the initial Registered Agent at such address is: Amit Ghosh.

ARTICLE X
INCORPORATOR

The name and street address of the Incorporator for these Articles of Incorporation is: Amit Ghosh 2014 Edgewater Drive, #300, Orlando, Florida 32804.

ARTICLE XI
CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE XII
BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles.

ARTICLE XIII
AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS

For so long as Developer has the right to appoint the entire Board of Directors of the Association, Developer may unilaterally amend these Articles. At such time as Developer no longer has the right to appoint the entire Board of Directors of the Association, amendment of these Articles requires the approval of at least two-thirds of the membership votes. No amendment affecting Developer or the successor or assign of Developer of the Property shall be effective without the prior written consent of said Developer, or the successors or assigns of Developer.

ARTICLE XIV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

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 any act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as a 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, 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 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 person acted in good faith in the reasonable belief that such action was in the best interests 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.

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 interests of the Association, and whether, with respect to any criminal action or proceeding, 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.

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

4. The Association shall obtain directors' and officers' liability insurance providing such coverage as the Board of Directors of the Association may determine from time to time.

ARTICLE XV

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

1. With the exception of Directors and Officers appointed by the Class B Members, any financial or familial interest of an Officer or Director in any contract or transaction between the Association and one (1) or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or officers are directors or officers, or have a financial interest, shall be disclosed, and further shall be 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 his or their votes are counted for such purpose. 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.


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, but must abstain from voting on the issue.

ARTICLE XVI **DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency or master association to be used for purposes similar those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity that would comply with applicable rules and regulations, and be approved by the District prior to such termination, dissolution or liquidation.

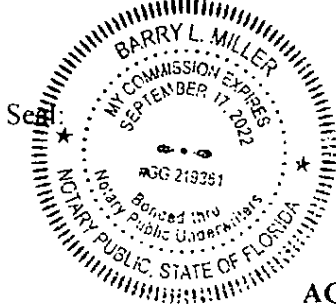
In Witness Whereof, the subscribing Incorporator has set his hand and seal and caused these Articles of Incorporation to be executed this 8 day of January 2021.



Amit Ghosh

State of Florida
County of Orange

Sworn to, acknowledged and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 8 day of January 2021, by Amit Ghosh, who is ☒ personally known to me or () has produced _____ as identification.



Signature of Notary: _____
Print, type or stamp name of Notary: _____

ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent and to accept service of process for the above stated corporation, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of any duties, and I am familiar with and accept the appointment as Registered Agent and agree to act in this capacity.

Amit Ghosh
Amit Ghosh, Registered Agent

Date: 1/3/21

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