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**FLORIDA PROFIT/NON PROFIT CORPORATION
THE GROVE RESORT AND SPA HOTEL CONDOMINIUM I
ASSOCIATION, INC.**

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TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
FOR
THE GROVE RESORT AND SPA HOTEL CONDOMINIUM I ASSOCIATION, INC.
(A NOT-FOR-PROFIT FLORIDA CORPORATION)**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1
NAME**

The name of the corporation shall be THE GROVE RESORT AND SPA HOTEL CONDOMINIUM I ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

**ARTICLE 2
OFFICE**

The principal office and mailing address of the Association shall be c/o BTI Partners, 401 E. Las Olas Blvd., Suite 1870, Fort Lauderdale, FL 33301, or at such other place as may be subsequently designated by the Association board of directors, (the "Board of Directors"). All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Florida Condominium Act (Chapter 718, Florida Statutes) (the "Condominium Act").

**ARTICLE 3
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act as it exists on the date hereof for the operation of that certain condominium located in Orange County, Florida, and known as THE GROVE RESORT AND SPA HOTEL CONDOMINIUM I, A CONDOMINIUM (the "Condominium").

**ARTICLE 4
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Condominium to be recorded in the Public Records of Orange County, Florida, to create the Condominium (the "Declaration") unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 5
ASSOCIATION POWERS**

The powers of the Association shall include and be governed by the following:

5.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of the State of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the By-Laws or the Condominium Act.

5.2 Enumeration. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Condominium Act). The Association shall also have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Elements and/or Association Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Common Elements and Association Property and insurance for the protection of the Association, its officers, members of the Board of Directors (the "Directors") and Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Common Elements and Association Property and for the health, comfort, safety and welfare of the Owners (the "Rules and Regulations")

(f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.

(g) To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the By-Laws, and the Rules and Regulations.

(h) To contract for the management and maintenance of the Common Elements and/or Condominium Property and to authorize a management agent (who may be an affiliate of the Declarant, the Hotel Parcel Owner or the operator of the Hotel) to assist the Association in carrying out its powers and duties. The Association and its officers shall, however, retain at all times the powers and duties granted in the Declaration, the By-Laws, these Articles and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation of the Common Elements and the Association Property.

(j) To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.). In that regard, each Owner, by acceptance of the deed to such , and each mortgagee of a Owner, by acceptance of a lien on said Unit, appoints and designates the president of the Association as such Owner's and mortgagee's agent and attorney-in-fact to execute any and all such documents or consents.

(k) To be the association responsible for the operation of other condominiums within The Grove Resort and Spa.

5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

5.4 Distribution of Income: Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, Directors or officers. Upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Condominium Act, provided that in the event of conflict, the provisions of the Condominium Act shall control over those of these Articles , the Declaration and the By-Laws.

ARTICLE 6
MEMBERS

6.1 Membership. The members of the Association shall consist of all of the record Owners in the Condominium from time to time, and the record owners in other condominiums within The Grove Resort and Spa whose declaration of condominium so provides, and after termination of the Condominium or another condominium operated by the Association, shall also consist of those who were members at the time of such termination, and their successors and assigns (the "Members").

6.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

6.3 Voting. On all matters upon which the Members shall be entitled to vote, there shall be only one vote for each Unit. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

6.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of Members other than the annual meeting.

6.5 Classes of Members. The Association shall have classes of voting membership:

1. "Class A Member" shall be Declarant, who shall be entitled to three times the total number of votes of all the other Class Members, plus one. Class A membership shall cease and be converted to Class A, Class B and Class C, etc. membership, as the case may be, upon the earlier to occur of the following events ("Turnover Date"):

a. Three (3) months after the conveyance by Declarant of ninety percent (90%) of the Units intended to be operated by the Association, as evidenced by the recording of instruments of conveyance of such Units amongst the Public Records of the County; or

b. At such time as Declarant shall designate in writing to the Association.

On the Turnover Date, Class A Members, Class B Members and Class C Members, etc., including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

2. "Class B Members" shall be the owners of Units in The Grove Resort and Spa Hotel Condominium I, a Condominium (hereinafter referred to as "The Grove Resort and Spa") with the exception of Declarant while Declarant is a Class A Member, each of whom shall be entitled to one (1) vote for each Unit owned.

3. "Class C, D, etc. Members" shall be the Owners of Units in other condominiums that will be operated by the Association, with the exception of Class B Members, and Declarant while Declarant is a Class A Member, each of whom shall be entitled to one (1) vote for each Unit owned.

4. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Units, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of members, unless otherwise specifically set forth in the Condominium Documents.

5. No Member may assign, hypothecate or transfer in any manner his or her membership in the Association except as an appurtenance to his or her Unit.

6. Any Member who conveys or loses title to a Unit by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a member with respect to such Unit and shall lose all rights and privileges of a Member resulting from ownership of such Unit.

ARTICLE 7
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 8
INCORPORATOR

The name and address of the Incorporator of this Corporation is:

NAME

Mark F. Grant, Esq.
Greenspoon Marder, P.A.

ADDRESS

200 East Broward Blvd.
Suite 1800
Ft. Lauderdale, FL 33301

ARTICLE 9
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal of officers from office, for filling officer vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:

Noah Breakstone

c/o BTI Partners
401 E. Las Olas Blvd., Suite 1870
Fort Lauderdale, FL 33301

Secretary:

Keith Lavery

c/o BTI Partners
401 E. Las Olas Blvd., Suite 1870
Fort Lauderdale, FL 33301

Treasurer:

Kevin Mays

c/o BTI Partners
401 E. Las Olas Blvd., Suite 1870
Fort Lauderdale, FL 33301

ARTICLE 10
DIRECTORS

10.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by the Board of Directors, consisting of the number of Directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) Directors. Directors need not be members of the Association.

10.2 **Duties and Powers.** All of the duties and powers of the Association existing under the Condominium Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required.

10.3 Election and Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

10.4 Term of Declarant's Directors. The Declarant of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

10.5 First Directors. The names and addresses of the members of the first Directors of the Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Noah Breakstone	c/o BTI Partners 401 E. Las Olas Blvd., Suite 1870 Fort Lauderdale, FL 33301
Keith Lavery	c/o BTI Partners 401 E. Las Olas Blvd., Suite 1870 Fort Lauderdale, FL 33301
Kevin Mays	c/o BTI Partners 401 E. Las Olas Blvd., Suite 1870 Fort Lauderdale, FL 33301

10.6 Standards of Care. A Director shall discharge his duties as a Director, including any duties as a member of a Committee: (a) in good faith; (b) with the care an ordinary prudent person in a like position would exercise under similar circumstances; and (c) in a manner reasonably believed to be in the best interests of the Association (the "Duty of Loyalty"). Further, unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may reasonably rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: (1) one or more officers or employees of the Association with whom the Director reasonably believes to be reasonable and competent in the manners presented; (2) legal counsel; (3) public accountants; (4) other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or (5) a committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a Director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE 11 INDEMNIFICATION

11.1 Indemnities and Indemnification for Non-Association Proceedings. The Association shall indemnify any person who was or is a party to any legal proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a Director, officer, employee or agent (each, an "Indemnitee") of the Association, against civil liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 Indemnification for Proceedings brought by Association. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee, or agent of the Association against expenses and amounts paid in settlement, with such indemnification amount not to exceed, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized only if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Association unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, 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 court shall deem proper.

11.3 Indemnification for Expenses. To the extent that a Director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

11.4 Determination of Applicability. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made:

- (a) By the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board of Directors (in which Directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
- (c) By independent legal counsel:
 - 1. selected by the Board of Directors prescribed in subsection 11.4(a) or the committee prescribed in subsection 11.4(b); or
 - 2. if a quorum of the Directors cannot be obtained for subsection 11.4(a) and the committee cannot be designated under subsection 11.4(b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (d) By a majority of the voting interests of the Members of the Association who were not parties to such proceeding.

11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible, as set forth in subsection 11.4(b). However, if the determination of permissibility is made by independent legal counsel, persons specified by subsection 11.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

11.6 Advancing Expenses. Expenses incurred by an officer or Director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such Director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its Directors, officers, employees, or agents, under any bylaw, agreement, vote of Members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any Director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(a) A violation of the criminal law, unless the Director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

(b) A transaction from which the Director, officer, employee, or agent derived an improper personal benefit; or

(c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the Members of the Association.

11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

11.9 Application to Court. Notwithstanding the failure of a Association to provide indemnification, and despite any contrary determination of the Board or of the Members in the specific case, a Director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

(a) The Director, officer, employee, or agent is entitled to mandatory indemnification under subsection 11.3, in which case the court shall also order the Association to pay the Director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The Director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 11.7; or

(c) The Director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standards of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7 unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the 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 specifically determines that indemnification should be denied. The termination of any 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 reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

11.10 Definitions. For purposes of this ARTICLE 11, the term "expenses" shall be deemed to include attorneys' fees, and paraprofessional fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; the term "agent" shall be deemed to include a volunteer; and the term "serving at the request of the Association" shall be deemed to include any service as a Director, officer, employee or agent of the Association that imposes duties on such persons.

11.11 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this ARTICLE 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

ARTICLE 12 BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 13 AMENDMENTS

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

13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 718, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 718, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Condominium Act).

13.3 Limitation. No amendment shall make any changes in the qualifications for Association membership, nor in the voting rights or property rights of Members, nor any changes in subsections 5.3, 5.4 or 5.5, without the approval in writing of all Members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Condominium Act, the Declaration or the By-Laws. Further no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to Declarant and/or Institutional First Mortgagees, unless Declarant and/or the Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this subsection 13.3 shall be effective.

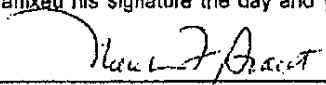
13.4 Declarant Amendments. Notwithstanding anything contained to the contrary herein, to the extent lawful, Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by Declarant alone.

13.5 Recording. A copy of each amendment shall be filed with the Florida Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Florida Secretary of State shall be recorded in the Public Records of Orange County, Florida, with an identification on the first page thereof of the book and page of said Public records where the Declaration was recorded, which contains, as an exhibit, the initial recording of these Articles.

ARTICLE 14
INITIAL REGISTERED OFFICE
ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 121 Hays Street, Tallahassee, Florida 32301, and the initial registered agent at that address shall be Corporation Service Company.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.



Mark F. Grant

Dated this 14th day of July, 2016

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he/she is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

CORPORATION SERVICE COMPANY

By: Holly Jones
Printed Name: Holly Jones
Title: Assistant VP
Dated: July 14, 2016