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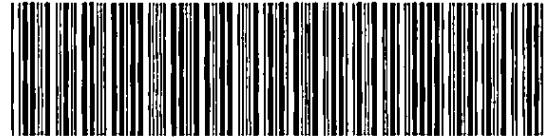
(Business Entity Name)

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TALLAHASSEE, FLORIDA

DEC 12 2017

Brumbley

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: One Palm Primary Condominium Association, Inc.

(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☒ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Darryl Moss

Name (Printed or typed)

One Alliance Center, 4th Floor, 3500 Lenox Road

Address

Atlanta, GA 30326

City, State & Zip

404-926-4519

Daytime Telephone number

seagan@wsemanagement.com

E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

FILED
17 DEC 12 AM 9:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
ONE PALM PRIMARY CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED INCORPORATOR, being a natural person competent to contract, for the purpose of forming a corporation not-for-profit under the laws of the State of Florida, does hereby adopt, subscribe and acknowledge the following Articles of Incorporation.

ARTICLE I. NAME

The name of the corporation shall be ONE PALM PRIMARY CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Corporation" or "Primary Association."

ARTICLE II. DEFINITIONS

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

ARTICLE III. PURPOSE AND POWERS

Section 1. Purpose. The purpose for which the Corporation is organized is to provide an entity for the operation and governance of One Palm, A Primary Condominium (the "Primary Condominium"), located upon lands in Sarasota County, Florida, said property being described in the duly recorded Primary Declaration applicable thereto in accordance with the Florida Condominium Act, Chapter 718, Florida Statutes (the "Act").

The Corporation shall not be operated for profit and upon dissolution, the assets of the Corporation shall be transferred as provided in the Primary Declaration or as otherwise authorized by the Florida Not For Profit Corporation Act, Chapter 617, Florida Statutes.

Section 2. Powers. The Corporation 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 Primary Condominium Instruments or the Act.

The Corporation shall have all of the powers and duties contemplated in the Primary Condominium Instruments and the Act together with all of the powers and the duties reasonably necessary to operate the Primary Condominium pursuant to the Primary Declaration as it may be amended from time to time, and such other documents or agreements that may exist from time to time pertaining to the Primary Condominium. The powers and duties, which the Bylaws and Primary Declaration may set forth in more detail, shall include, but shall not be limited to, the following specific powers and duties:

(a) To exercise such power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.

(b) To contract for the management and maintenance of the Primary Condominium Property and to authorize a management agent to assist the Corporation in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, and other sums due from Owners, preparation of records, enforcement of rules and maintenance, repair and the

replacement of the Common Elements with funds as shall be made available by the Corporation for such purposes. The Corporation and its officers shall, however, retain at all times the powers and duties granted by the Primary Condominium Instruments and the Florida Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Corporation.

(c) To bring suit as may be necessary to protect the Corporation's interests, the interests of the Corporation's Members, or the Primary Condominium Property.

Section 3. Primary Association Property. All funds and the title to all properties acquired by the Primary Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Primary Condominium Instruments.

Section 4. Limitation. The powers of the Primary Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Primary Condominium Instruments and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Primary Condominium Instruments.

ARTICLE IV. DEVELOPER

One Palm, LLC, a Delaware limited liability company ("Developer"), shall make and declare or has made and declared that certain Primary Declaration submitting to condominium ownership certain property described therein under the terms, covenants, and conditions expressed more fully therein; the Primary Condominium is to be known as One Palm, A Primary Condominium.

ARTICLE V. TERM

The term for which this Corporation shall exist shall be perpetual.

ARTICLE VI. INCORPORATOR

The name and address of the incorporator of this Corporation is as follows:

Ned Blumenthal, Esq.
Weissman PC
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326

ARTICLE VII. OFFICERS

The officers of the Corporation shall be a President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may from time to time determine. The officers of this Corporation shall be elected for a term of one (1) year, and until a successor shall be elected and qualified, by the Board of Directors at their annual meeting and in accordance with the provisions provided therefor in the Bylaws of the Corporation. The President and Vice President must be members of the Board of Directors.

The names of the persons who shall serve as the first officers are:

Gavin Meshad	President
Matt Ballinger	Vice President
Kathleen Schuett	Secretary-Treasurer

ARTICLE VIII. DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors composed of not less than three (3) directors. The method of election of directors shall be as stated in the Bylaws. The directors need not be Owners. Transfer of control of the Corporation from the Developer to the Owners shall be as stated in the Bylaws.

All of the duties and powers of the Corporation existing under the Act, the Primary Declaration, these Articles and the Bylaws 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. The first Board of Directors shall be comprised of three (3) persons who shall serve until their respective successors are elected (or designated) and qualified. The names and addresses of the members of the Board of Directors who shall serve as the first directors are:

Gavin Meshad 1229 South Tamiami Trail, Sarasota, FL 34239

Matt Ballinger 3480 Preston Ridge Road, Suite 575
Alpharetta GA, 30005

Kathleen Schuett 1229 South Tamiami Trail, Sarasota, FL 34239

ARTICLE IX. BYLAWS

The initial Bylaws of the Corporation shall be attached as an exhibit to the Primary Declaration and shall be adopted by the first Board of Directors.

ARTICLE X. MEMBERS

Membership in the Corporation shall automatically consist of and be limited to all of the record Owners of Primary Condominium Parcels in the Primary Condominium. Transfer of ownership, either voluntary or by operation of law, shall terminate membership in the Corporation and said membership is to become vested in the transferee. If ownership is vested in more than one (1) person then all of the persons so owning said Primary Condominium Parcel shall be members eligible to attend meetings, etc., but the Owner(s) of each Primary Condominium Parcel shall only be entitled to such vote(s) as provided in the Primary Declaration. The manner of designating voting members and exercising voting rights shall be determined by the Bylaws.

ARTICLE XI. AMENDMENTS

Amendments to these Articles of Incorporation shall be made as provided in Article 22 of the Primary Declaration. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Primary Declaration allowing certain amendments to be effected by the Developer alone.

ARTICLE XII. PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Corporation shall be 1229 South Tamiami Trail, Sarasota, FL 34239, or at such other place or places as may be designated from time to time.

ARTICLE XIII. REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation and the name of the initial registered agent at that address are: Tom Rasmussen, 1229 South Tamiami Trail, Sarasota, FL 34239.

ARTICLE XIV. INDEMNIFICATION

The Primary 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 or agent of the Primary Association, against expenses (including reasonable attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, 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 in a manner he reasonably believed to be not in, or opposed to, the best interest of the Primary 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 action, suit or proceeding by judgment, order, settlement, conviction or upon 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 Primary Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful. To the extent that a director, officer, employee or agent of the Primary Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including reasonable attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Primary Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Primary Association as authorized in this Article.

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 bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

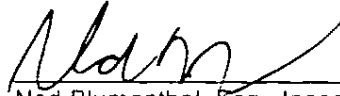
The Primary Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Primary Association, or is or was serving, at the request of the Primary Association, as a director, officer, employee or agent of another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

Anything to the contrary herein notwithstanding, the provisions of this Article may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XV. DISSOLUTION

The Corporation may be dissolved in accordance with the provisions of the Primary Declaration and in accordance with Florida law.

IN WITNESS WHEREOF, the subscribing Incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 11th day of December, 2017.

A handwritten signature in black ink, appearing to read 'Ned Blumenthal', is written over a horizontal line.

Ned Blumenthal, Esq., Incorporator

**CERTIFICATE OF 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:

One Palm Primary Condominium Association, Inc., desiring to organize or qualify under the laws of the State of Florida with its principal place of business 1229 South Tamiami Trail, Sarasota, FL 34239, has named Tom Rasmussen, as its agent to accept service of process within Florida.

ONE PALM PRIMARY CONDOMINIUM
ASSOCIATION, INC.,
a Florida corporation not-for-profit

By: _____

Ned Blumenthal, Incorporator

Dated: _____

12/11/17

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I am familiar with and accept the appointment as Registered Agent and agree to act in this capacity.

Name: Tom Rasmussen

Dated: _____

12/8/17