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**FLORIDA PROFIT/NON PROFIT CORPORATION
CIVIX/ESA-HOTEL PALMETTO CONDOMINIUM ASSOCIATION, INC.**

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OCT/29/2019

T. SCOTT

ARTICLES OF INCORPORATION
OF
CIVIX/ESA-HOTEL PALMETTO CONDOMINIUM ASSOCIATION, INC.

The undersigned, acting as the incorporator of the corporation hereby being formed under the Florida Not For Profit Corporation Act, Chapter 617, Florida Statutes (the "*Not-for-Profit Corporation Act*"), hereby adopts the following Articles of Incorporation ("*Articles*");

ARTICLE I
NAME OF CORPORATION

The name of this corporation shall be CIVIX/ESA-HOTEL PALMETTO CONDOMINIUM ASSOCIATION, INC. (the "*Association*").

ARTICLE II
PRINCIPAL ADDRESS

The street address of the initial principal office of the corporation shall be located at: 2033 Main Street, Suite 402, Sarasota, Florida 34237; provided that the corporation may change its principal office from time to time as permitted by law. All books and records of the Association shall be kept at the principal office or at such other place as may be permitted by Chapters 617 and 718 of the Florida Statutes.

ARTICLE III
PURPOSE OF CORPORATION

The purposes for which the Association is being formed are to: (i) maintain, operate, preserve and manage the condominium known as "CIVIX/ESA-HOTEL PALMETTO, a Land Condominium" (the "*Condominium*"), to be developed on property located in Manatee County, Florida by CIVIX PALMETTO REAL ESTATE HOLDINGS, LLC, a Florida limited liability company (the "*Developer*"); (ii) maintain, operate, preserve and manage all Common Elements of the Condominium for which the obligation to maintain and repair has been delegated to the Association by the Declaration of Condominium thereof (the "*Declaration*"); and (iii) perform all acts provided in the Declaration and in the Florida Condominium Act, Chapter 718, Florida Statutes (the "*Condominium Act*"). The Association is not being organized for pecuniary purposes or financial gain, and no part of the Association's assets, income, profit or net earnings shall be distributed to or inure to the benefit of its members, directors, officers, or any private persons, except upon termination of the Condominium as provided by law and upon dissolution of the Association as provided in Article IX. Reasonable compensation, however, may be paid for services rendered for the Association in furtherance of one or more of its purposes.

ARTICLE IV
POWERS

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, including the Not-for-Profit Corporation Act, and all statutory powers of an association, as set forth in the Condominium Act, that are not in conflict with these Articles,

the Declaration, and the ByLaws. Without limiting the generality of the foregoing, the Association shall have the following powers:

(a) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in these Articles, the Declaration and the ByLaws;

(b) to acquire (by gift, purchase, lease, or otherwise), own, hold, improve, build upon, operate, maintain, replace, repair, remodel, reconstruct, add to, operate, demolish, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of, any real property (whether or not contiguous to the Condominium property) or personal property;

(c) to establish a budget (including a reasonable contingency and reserves), and to fix, levy, collect, and enforce payment of, by any lawful means, all Assessments, Special Assessments, Owner Charges, or other charges against all units of the Condominium (collectively, the "Units") and their respective owners (collectively, and as more fully defined below, the "Unit Owners"), pursuant to the terms of the Declaration; and to use the proceeds thereof in the exercise of its powers and duties including to pay all Common Expenses (as defined in the Declaration) and other costs in connection with the Association, and all office and other expenses incident to the conduct of business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association; and to place, enforce and/or foreclose liens against any Units subject to assessment for delinquent and unpaid assessments or other charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association;

(d) to borrow money, mortgage, pledge, or hypothecate any or all of its real or personal property, including any lien rights it may have, as security for money borrowed or debts incurred;

(e) to make and amend reasonable Rules and Regulations respecting the use of any property or facilities over which the Association may have control or authority, and to provide penalties for the violation of any such Rules and Regulations;

(f) subject to Section 718.112(2)(p) of the Condominium Act, and subject to the disclosure and other requirements set forth in Section 718.3027 of the Condominium Act, to employ personnel, retain independent contractors, enter into supply and service contracts, and contract for the management, operation, administration, and/or maintenance of the Condominium and Condominium Property (or such other properties or improvements as may be placed under the Association's authority by the Declaration or the Board) and, in connection therewith, to delegate powers and duties of the Association, except as are specifically required by the Declaration to have approval of the Association's membership;

(g) to dedicate, sell or transfer all or any part of the Common Elements to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the Association; *provided, however*, that no such dedication or transfer shall be effective unless an instrument has been signed by the Voting Interests representing not less than two-thirds (2/3rd) of the Units, agreeing to such dedication, sale, or transfer;

(h) to employ such legal counsel, accountants and other agents or employees for reasonable compensation as may be deemed necessary for the protection and furtherance of the interests of the Association and of its members;

(i) to purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors, and its members as Unit Owners. The 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 another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of Article IX of these Articles;

(j) to operate, maintain and manage the Common Elements as required by the Declaration;

(k) to maintain, repair, replace, reconstruct, add to and operate the Condominium Property and/or Association Property and other property acquired or leased by the Association;

(l) to operate and maintain the surface water management system in accordance with any permit issued by the applicable water management district (the "*District*"), and maintain copies of all permitting actions with regard to the District;

(m) to enforce by legal means the provisions of the Act, the Declaration, these Articles, the ByLaws, and the Rules and Regulations;

(n) to execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental 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.), and in that regard, each Unit Owner, by acceptance of a deed to a Unit, and each mortgagee of a Unit by acceptance of a lien on such Unit, appoints and designates the President of the Association as such Unit Owner's and mortgagee's agent and attorney-in-fact to execute any and all such documents or consents; and

(o) to have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise including, but not limited to, all powers set forth in Chapters 617 and 718 of the Florida Statutes.

ARTICLE V **MEMBERS**

All persons or entities having a vested present ownership interest in the title to any of the Units of the Condominium, which interest is evidenced by a duly recorded proper instrument in the Public Records of Manatee County, Florida (collectively, the "*Unit Owners*"), shall be members of this Association. If title to a Unit is vested in more than one person or entity, then all of the persons and/or entities which have title to such Unit shall be deemed Unit Owners and, therefore, members of the Association. If title to a Unit is vested in a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise its membership rights.

A Unit Owner's membership in the Association shall terminate automatically and immediately at the time the Unit Owner's vested fee simple title ownership interest in the Unit terminates, except that upon the termination of the Condominium, the membership of a Unit Owner who conveys his or her Unit to the trustee

as provided in the Declaration shall continue until the trustee makes a final distribution of such Unit's share of the funds collected and held by the trustee. In the event of the death of any Unit Owner that is a natural person, his or her membership shall be automatically transferred to his or her heirs or successors-in-interest.

The Secretary of the Association shall maintain a list of the members of the Association. Whenever any person or entity becomes entitled to membership in the Association, such person or entity shall have the duty and obligation to so inform the Secretary in writing, giving the party's name, address, and Unit number, and delivering to the Secretary a copy of the recorded deed or other instrument of conveyance; *provided, however*, that any notice given to or vote accepted from the prior Unit Owner before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records of Manatee County or make other inquiry to determine the status and correctness of the list of members of the Association maintained by the Secretary and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

The share of a member of the Association in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's Unit. Upon acquisition of a Unit in the Condominium, the Unit Owner shall automatically become a member of the Association, and upon the sale of a Unit in the Condominium, membership appurtenant to such Unit shall automatically pass to the subsequent Unit Owner of the Unit. The funds and assets of the Association shall be expended, held or used only for the benefit of the Unit Owners and for the purposes authorized in these Articles, in the Declaration, and in the Bylaws.

ARTICLE VI VOTING RIGHTS OF MEMBERS

The voting interest of any Unit Owner(s) in the Association (a "*Voting Interest*" and, collectively, the "*Voting Interests*") shall consist of one (1) vote (a "*Vote*") for each square foot of land within the Unit owned by such Unit Owner(s), as specified in Exhibit "E" to the Declaration. Notwithstanding the fact that a Unit is entitled to multiple votes, all votes designated for a particular Unit shall be voted as-a-bloc (i.e., all votes must be cast at the same time, in favor of the same decision, or not cast at all; no Unit Owner may split-their-votes between different decisions; or choose to cast only a portion of their votes). In the case where a Unit is owned by multiple Unit Owners, the multiple Unit Owners of such Unit shall exercise their Voting Interest only as a group.

The Votes to which a Unit is entitled shall be cast by the "Voting Representative" of its Unit Owners (as determined in the Bylaws of the Association (the "*Bylaws*"), in accordance with the provisions of the Bylaws. Notwithstanding the foregoing, no Voting Interest allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.

Except as otherwise expressly provided in the Declaration or the Bylaws, whenever a decision of the Unit Owners is required for any matter, whether or not the subject of an Association meeting, the affirmative vote, consent or approval of Unit Owners holding at least two-thirds (2/3rd) of the total number of Votes as set forth on Exhibit "E" to the Declaration (not merely of those present in person or by proxy at a meeting) shall be necessary to approve or authorize any such matter, unless the written joinder of all record Unit Owners is specifically required by the Declaration, the Bylaws or by Florida law.

Until such time as the real property comprising the Condominium is submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Manatee County, Florida, the membership of the Association (the "*Membership*") shall be comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

ARTICLE VII
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the Association's initial registered office, and the name of the Association's initial agent at that address, shall be **CIVIX PALMETTO REAL ESTATE HOLDINGS, LLC**, 2033 Main Street, Suite 402, Sarasota, Florida 34237 (att'n Rod Connelly).

ARTICLE VIII
BOARD OF DIRECTORS

The property, business and affairs of the Association shall be managed and conducted by a Board of Directors (which, for purposes of the Condominium Act shall be the board of administration of the Association) (the "*Board*"; and any member thereof, a "*Director*") consisting of three (3) individuals.

Until such time as a deed of conveyance evidencing the first conveyance by Declarant of a Unit or Units in the Condominium to a third-party shall be recorded in the Public Records of Manatee County, Florida, Declarant shall have the sole power and authority to appoint, remove and replace all of the Directors of the Association.

Upon, and following, the recording of a deed of conveyance evidencing the first conveyance by Declarant of a Unit or Units in the Condominium to a third-party in the Public Records of Manatee County, all Directors serving on the Board shall be elected, appointed, and removed by the members (i.e., Unit Owners), in the manner provided in the Bylaws.

The names and mailing addresses of the initial Directors serving on the Board, who shall hold office until their successors are appointed or elected by the Unit Owners, or until removed, as provided in the Bylaws, are as follows:

<u>Name:</u> Rod Connelly	<u>Address:</u> c/o Civix Palmetto Real Estate Holdings, LLC 2033 Main Street, Suite 402 Sarasota, FL 34237
James G. Alderman	c/o Extended Stay America 11525 N. Community House Road Charlotte, NC 28277
Judith M. Bikulege	c/o Extended Stay America 11525 N. Community House Road Charlotte, NC 28277

Any vacancy occurring on the Board because of death, resignation, removal, or other termination

of service of any Director may be appointed by the Board; and the newly appointed Director shall serve for the unexpired term of his predecessor in office and shall continue to serve until his successor shall have been elected or appointed and qualified.

Any Director may be removed as a Director, with or without cause, upon the vote of a majority or more of the Voting Interests.

ARTICLE IX INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify and hold harmless every officer and Director thereof from and against any and all judgments, liabilities, losses, costs, reasonable legal fees and expenses reasonably incurred by or charged to any such person by reason of the fact that he or she is or was a director or officer of the Association (whether or not he or she is a director or officer of the Association at the time such expenses are incurred), to the maximum extent permitted by the Not-for-Profit Corporation Act and the Condominium Act. In furtherance thereof, the Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers and directors or arising out of their status as such. This indemnification shall not apply to matters wherein the Director or officer shall be finally adjudged to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or officers may be entitled.

ARTICLE X RIGHTS OF DEVELOPER

Upon the recording of a deed of conveyance evidencing the first conveyance by Declarant of one or more Units in the Condominium to a third-party in the Public Records of Manatee County, Developer shall be deemed to have relinquished its right to appoint Directors as provided in the Condominium Act, these Bylaws, and Article VIII above; and, accordingly, all Directors shall thereafter be elected, appointed, and removed by the members (i.e., Unit Owners), in the manner provided in the Bylaws.

ARTICLE XI BYLAWS

The first Bylaws of the Association shall be adopted by the initial Board named herein and may thereafter be altered, amended or rescinded in the manner provided in such Bylaws.

ARTICLE XII INCORPORATOR

The name and street address of the subscribing incorporator to these Articles of Incorporation is as follows:

Name:
Rod Connelly

Address:
c/o Civix Ventures, LLC
2033 Main Street, Suite 402
Sarasota, FL 34237

ARTICLE XIII

AMENDMENTS

These Articles of Incorporation may be amended as provided by the Not-for-Profit Corporation Act, subject to the following: (a) a resolution for the adoption of a proposed amendment may be proposed either by the Board or by any Unit Owner(s); (b) notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the members at which the proposed amendment is to be considered; (c) except as elsewhere provided, the amendment shall require the affirmative vote, consent or approval of Unit Owners holding at least two-thirds (2/3rd) of the total number of Votes as set forth on Exhibit "E" to the Declaration; (d) a copy of each amendment shall be certified by the Secretary of State of the State of Florida, and shall be recorded in the Public Records of Manatee County, Florida in accordance with the Condominium Act; and (e) no amendment shall make any changes which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, Declarant, unless Declarant or its successor or any party to whom Declarant may have assigned its developer rights joins in the execution of the amendment, and no amendment shall be made that is in conflict with the Condominium Act or the Declaration.

ARTICLE XIV

DURATION OF EXISTENCE

The Association shall exist perpetually until dissolved in accordance with Article XV below and/or in accordance with the Condominium Act or other applicable law.

ARTICLE XV

DISSOLUTION

Upon termination of the Condominium pursuant to the provisions of the Declaration (and/or upon occurrence of any other event allowing dissolution of the Association under applicable law), the Association may be dissolved upon a resolution to that effect being approved by the affirmative vote, consent or approval of Unit Owners holding at least two-thirds (2/3rd) of the total number of Votes as set forth on Exhibit "E" to the Declaration, and upon compliance with any applicable laws then in effect.

Upon dissolution of the Association, other than incident to a merger or consolidation, all of the Association's assets remaining, after provision for payment of creditors and all costs and expenses of such dissolution, will be apportioned among the Units on a *pro rata* basis, based upon their respective percentage ownership interests of the Common Elements, and each Unit's respective share of such assets shall be distributed to the Unit Owner thereof.

ARTICLE XVI

DEFINITIONS

All capitalized terms used in these Articles, without being expressly defined herein, shall have the meanings ascribed to such terms as set forth in the Declaration. As used in these Articles of Incorporation, the term "developer rights" shall mean and include all rights provided to the developer of the Condominium under the Condominium Act.

IN WITNESS WHEREOF, the undersigned subscriber hereby executes and adopts these Articles of Incorporation, effective as of October 28, 2019.



ROD CONNELLY
Incorporator

STATE OF FLORIDA }
COUNTY OF SARASOTA } ss.

The foregoing instrument was acknowledged before me on October 28, 2019, by **ROD CONNELLY**, who is either ☒ personally known to me, or ☐ has produced a driver's license or _____ as identification.





Notary Public, State of Florida at Large
Name: Gary Kauffman (please print)
My commission expires:

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF
PROCESS WITHIN THE STATE NAMING AGENT UPON WHOM PROCESS MAY BE SERVED
AND ACCEPTANCE BY REGISTERED AGENT**

In compliance with the laws of the State of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, at the City of Sarasota, Sarasota County, Florida, the Corporation named in such Articles has named CIVIX PALMETTO REAL ESTATE HOLDINGS, LLC (Attention: Rod Connelly), 2033 Main Street, Suite 402, Sarasota, FL 34237, as its statutory registered agent.

The undersigned, having been named as the statutory registered agent to accept service of process for the foregoing corporation at the place designated in this certificate, hereby accepts said appointment and agrees to act in this capacity. The undersigned hereby certifies that the undersigned is familiar with, and accepts, the obligations of that position as provided by Florida Statutes and further agrees to comply with the provisions of all statutes relative to the property and complete performance of my duties.

Dated: October 28, 2019.

CIVIX PALMETTO REAL ESTATE HOLDINGS,
LLC, a Florida limited liability company

By: _____

Rod Connelly, Manager