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**ARTICLES OF INCORPORATION
OF
THE SOTA RESIDENCES CONDOMINIUM ASSOCIATION, INC.
(a Florida corporation not for profit)**

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, and hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME AND PRINCIPAL OFFICE OF THE CORPORATION

The name of this corporation, hereinafter called the "Association," shall be The SOTA Residences Condominium Association, Inc., a Florida corporation not for profit. Its principal place of business and mailing address shall be at 741 South Orange Avenue, Sarasota, Florida 34236. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - DEFINITIONS

All undefined terms appearing in initial capital letters herein shall have the meaning ascribed to them in that certain Declaration of Condominium of The SOTA Residences, a Condominium (the "Declaration"), as it may be amended from time to time.

ARTICLE III - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is specifically to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, *Florida Statutes*) for The SOTA Residences, a Condominium (the "Condominium"), located in Sarasota County, Florida, and generally to act as a corporation not for profit under the terms and provisions of Chapter 617, *Florida Statutes*.

Section 2. The Association shall have all of the rights, powers, duties and functions of a corporation not for profit, which are not in conflict with the Condominium Act, and the Association shall have all powers and duties reasonably necessary to administer, govern, manage, operate and maintain the Condominium pursuant to the Declaration as it may be amended from time to time, including, but not limited to, the following:

(a) To determine the Common Expenses required for the operation of the Condominium and the Association and to make and collect Assessments against Members of the Association for the purpose of defraying the charges and expenses of the Condominium and of all other properties the Association shall hold, by whatever means, and for the operation of the Association. Assessments paid by Unit Owners shall be held in trust by the Association and used for whatever purpose the Association deems necessary and in the best interests of the Association, including, but not limited to: (1) the cost of the maintenance, repair and replacement of the Condominium Property and other costs related thereto; (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and filing fees and tax returns required to preserve the Association's existence; (3) to pay any costs incurred to enable the Association to perform its duties; and (4) to pay all other Common Expenses as described in the

Declaration. To the extent not expended in the year in which paid, Assessments shall continue to be held in trust by the Association for the benefit of the Members to be expended solely for the aforesaid purposes or, upon any termination of the Condominium, the unexpended portion shall be added to the Common Surplus for disbursement to the Members or for maintenance reserves, at the discretion of the Board of Directors.

(b) To use the proceeds of Assessments in the exercise of its powers and duties.

(c) To purchase insurance upon Condominium Property and all properties the Association shall hold and insurance for the protection of the Association, its Officers, Directors, and Members.

(d) To improve the Condominium Property further and, after casualty, to reconstruct improvements.

(e) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership, lease and/or encumbrance of Condominium Units as may be provided by the Declaration and by the Bylaws of the Association.

(f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association and the rules and regulations for the use of the Condominium Property.

(g) To maintain, repair, improve, make additions, alter, replace, re-construct and operate all Condominium Property and to contract for the maintenance, repair, replacement and operation of any and all of the Condominium Property.

(h) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the Members of the Association.

(i) To purchase, lease or otherwise acquire Units or other property in the name of the Association or its designee.

(j) To purchase Units at foreclosure or other judicial sales in the name of the Association or its designee.

(k) To sell, lease, mortgage or otherwise deal with Units acquired and sublease Units leased by the Association or its designee.

(l) To govern the conduct of occupants at the Condominium and to suspend voting rights as may be permitted by the Condominium Act and to levy fines against Unit Owners for violations of the rules, regulations and restrictions established by the Association. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

(m) To contract for the management, operation and upkeep of any and all property held or controlled by the Association and to delegate to a management contractor or contractors all powers and duties of this Association and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes.

(n) To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities.

(o) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the laws of the State of Florida with regard to maintenance of records.

(p) To borrow money on behalf of the Condominium when required in connection with the installation of capital improvements, repair, replacement, operation, care, upkeep and maintenance of the Common Elements, the acquisition of property, or any other expense of the Association and to grant mortgages and/or security interests in Association owned property, including, but not limited to granting a collateral assignment of Assessments; provided, however, that the consent of at least a majority of the voting interests shall be required for the borrowing of any sum in excess of fifteen percent (15%) of the total annual budget for the Association. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subsection (p) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his or her interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit.

(q) To authorize Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and to impose reasonable charges for such private use.

(r) To select depositories for the Association funds.

(s) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association. All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one (1) year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding five percent (5%) of the total annual budget of the Association, including reserves, (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape engineers), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not

accept the lowest bid. The Association may not hire an attorney who represents the management company of the Association.

(t) To employ and dismiss all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(u) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(v) To enact and enforce rules and regulations concerning the use and enjoyment of the Units, the Common Elements, the Limited Common Elements and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities (including the designation of certain spaces for the benefit of particular Unit Owners).

(w) To operate and maintain the Common Elements, Limited Common Elements and Condominium Property.

(x) The Association, when authorized by a majority of the total voting interests of the Association, may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

(y) To contract for the operation and maintenance of the Common Elements or Surface Water Management System and Stormwater Management System, to the extent the Association is responsible for that portion or all of the Surface Water Management System and the Stormwater Management System (the "Association System Responsibility") and to delegate any powers and duties of the Association in connection therewith, except such as specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.

(z) To operate and maintain the Surface Water Management System and Stormwater Management Systems, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas to the extent of the Association System Responsibility.

(aa) To institute, maintain, settle or appeal legal actions or hearings in the name of the Association on behalf of all Unit Owners concerning matters of common interest to most or all Unit Owners.

(bb) To grant and relocate easements over the Condominium Property.

(cc) To convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

(dd) To exercise: (a) all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Condominium Act; (b) all powers incidental thereto, and (c) all other powers granted by statute or other law to a Florida corporation.

(ee) To exercise all rights and powers and perform all obligations and responsibilities of the Association set forth in the Reciprocal Easement Agreement.

(ff) To assume all of Developer's and/or its affiliates' responsibilities to the City and/or County, and its or their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium Property (including without limitation, any and all obligations imposed by any permits or approvals issued by the City and/or the County, as same may be amended, modified or interpreted from time to time) and, in either such instance, the Association shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

(gg) All powers of the Association conferred by the Declaration and Bylaws are incorporated into these Articles by reference.

Section 3. In response to damage caused by an event for which a state of emergency is declared in the locale in which the Condominium is located, the Board of Directors of the Association may, but is not required to, exercise the following powers:

(a) Conduct Board meetings, committee meetings, elections, and membership meetings, in whole or in part, by telephone, real-time videoconferencing, or similar real-time electronic or video communication with notice given as is practicable. Such notice may be given in any practicable manner, including publication, radio, United States mail, the Internet, electronic transmission, public service announcements, and conspicuous posting on the Condominium Property or Association Property or any other means the Board deems reasonable under the circumstances. Notice of Board decisions may be communicated as provided in this paragraph.

(b) Cancel and reschedule any Association meeting.

(c) Name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.

(d) Relocate the Association's principal office or designate alternative principal offices.

(e) Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

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(f) Implement a disaster plan or an emergency plan before, during, or following the event for which a state of emergency is declared which may include, but is not limited to, shutting down or off elevators; electricity; water, sewer, or security systems; or air conditioners.

(g) Based upon advice of emergency management officials or public health officials, or upon the advice of licensed professionals retained by or otherwise available to the Board, determine any portion of the Condominium Property or Association Property unavailable for entry or occupancy by Unit Owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.

(h) Require the evacuation of the Condominium Property in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any Unit Owner or other occupant of the Condominium fail or refuse to evacuate the Condominium Property or Association Property where the Board has required evacuation, the Association shall be immune from liability or injury to persons or property arising from such failure or refusal.

(i) Based upon advice of emergency management officials public health officials, or upon the advice of licensed professionals retained by or otherwise available to the Board, determine whether the Condominium Property, Association Property, or any portion thereof can be safely inhabited, accessed, or occupied.

(j) Mitigate further damage, injury, or contagion, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus or contagion, including, but not limited to, mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the Condominium Property, even if the Unit Owner is obligated by the Declaration or law to insure or replace those fixtures and to remove personal property from a Unit.

(k) Contract, on behalf of any Unit Owner or Owners, for items or services for which the Owners are otherwise individually responsible, but which are necessary to prevent further injury, contagion, or damage to the Condominium Property or Association Property. In such event, the Unit Owner or Owners on whose behalf the Board has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its lien authority to enforce collection of the charges. Without limitation, such items or services may include the drying of units, the boarding of broken windows or doors, the replacement of damaged air conditioners or air handlers to provide climate control in the units or other portions of the property, and the sanitizing of the Condominium Property or Association Property, as applicable.

(l) Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, these Articles, or Bylaws, levy special assessments without a vote of the Owners.

(m) Without Unit Owners' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient.

The special powers authorized under this Section 3 shall be limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the Unit Owners and the Unit Owners' family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs.

**ARTICLE IV - QUALIFICATION OF MEMBERS
AND THE MANNER OF THEIR ADMISSION**

Section 1. The incorporator constitutes the sole Member of this Association until the recording of the Declaration naming this Association as the association thereunder. Upon the recording of the Declaration, The Hospitality Group-Sarasota Portfolio V, LLC, a Delaware limited liability company (the "**Developer**"), shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a Unit is issued, the Unit Owner thereof shall become a Member.

Section 2. Ownership of a Unit shall be a prerequisite to exercising any rights as a Member. A Unit may be owned by one (1) or more persons or by a corporation, association, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration. The membership of any Unit Owner shall terminate upon the termination of the Condominium, or upon transfer of ownership in the Unit, provided the transfer is accomplished in accordance with all provisions of the Declaration. The transferor's membership shall automatically transfer and be vested in the new Unit Owner succeeding to the ownership interest in the Unit, subject to a lien thereon for all undischarged assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a Unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE V - TERM OF EXISTENCE

The Association shall have perpetual existence, unless dissolved according to law.

ARTICLE VI - NAME AND ADDRESS OF THE REGISTERED AGENT

The initial registered agent of this corporation shall be Kathryn Angell Carr. The initial registered office of this corporation shall be 240 South Pineapple Avenue, 10th Floor, Sarasota, Florida 34236.

ARTICLE VII - NAME AND ADDRESS OF THE INCORPORATOR

The name and address of the Incorporator to these Articles is as follows:

<u>Name</u>	<u>Address</u>
Rodrigo Trepp	741 South Orange Avenue Sarasota, Florida 34236

ARTICLE VIII - OFFICERS

Section 1. The officers of the Association shall consist of a President, one (1) or more Vice-Presidents, a Secretary, a Treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time. The same person may hold two (2) offices, with the exception of the President and Secretary.

Section 2. The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Rodrigo Trepp	President	741 South Orange Avenue Sarasota, Florida 34236
Jay Tallman	Vice President	741 South Orange Avenue Sarasota, Florida 34236
Jorge Guzman	Secretary/ Treasurer	741 South Orange Avenue Sarasota, Florida 34236

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

Section 4. The officers shall have such duties, responsibilities, and powers as provided in the Bylaws and the Florida Statutes.

ARTICLE IX - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons; provided, at all times there may only be an odd number of directors on the Board.

Section 2. The names and addresses of the initial Board of Directors and their terms of office are as follows:

<u>Name</u>	<u>Address</u>	<u>Term</u>
Rodrigo Trepp	741 South Orange Avenue Sarasota, Florida 34236	One (1) year
Jay Tallman	741 South Orange Avenue Sarasota, Florida 34236	One (1) year

Jorge Guzman 741 South Orange Avenue One (1) year
Sarasota, Florida 34236

Section 3. Election of directors and term of service shall be designated by the Bylaws.

Section 4. The election shall be by written ballot, voting machine or electronic voting (in accordance with the terms and conditions for electronic voting as set forth in the Bylaws) and by a plurality of the votes cast, each person voting being entitled to cast his or her votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 5. Directors may be removed with or without cause and replaced as follows:

(a) Except as to vacancies resulting from removal of directors by Members, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining directors, even if the remaining directors constitute less than a quorum or by the sole remaining director and the remaining directors may attend a meeting to fill such vacancy in person or by telephone conference participation. Any such appointed director shall serve only until the next annual meeting of the Members at which time the unexpired term of the original director shall be filled by election. Notwithstanding the foregoing, all vacancies in directorships to which the directors were appointed by the Developer pursuant to the provisions of Article IX, Section 7, hereof shall be filled by the Developer without the necessity of any meeting.

(b) Any director elected by the Members (other than the Developer) may be removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of the Unit Owners, and the notice shall state the purpose of the meeting.

i. If the recall is approved by a majority of all voting interests at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days after the adjournment of the Unit Owner meeting to recall one (1) or more Board members. Such member or members shall be recalled effective immediately upon conclusion of the Board meeting, provided that the recall is facially valid. A recalled member must turn over to the Board within ten (10) full business days any and all records and property of the Association in their possession.

ii. If the proposed recall is by an agreement in writing approved by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48, *Florida Statutes*, and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. Such member or members shall be recalled effective immediately upon conclusion of the Board meeting, provided that the recall is facially valid. A recalled member must turn over to the Board within ten (10) full business days any and all records and property of the Association in their possession.

iii. If the Board fails to duly notice and hold a Board meeting within five (5) full business days after service of an agreement in writing or within five (5) full business days after the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective, and the Board members so recalled shall turn over to the Board within ten (10) full business days after the vote any and all records and property of the Association.

iv. If the Board fails to duly notice and hold the required meeting or at the conclusion of the meeting determines that the recall is not facially valid, the Unit Owner representative may file a petition pursuant to Section 718.1255, *Florida Statutes*, challenging the Board's failure to act or challenging the Board's determination on facial validity. The petition must be filed within sixty (60) days after the expiration of the applicable five (5) full-business day period. The review of a petition under this subsection is limited to the sufficiency of service on the Board and the facial validity of the written agreement or ballots filed.

v. If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained in this subsection. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with the procedural rules adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes (the "Division").

vi. A Board member who has been recalled may file a petition pursuant to Section 718.1255, *Florida Statutes*, challenging the validity of the recall. The petition must be filed within sixty (60) days after the recall. The Association and the Unit Owner representative shall be named as the respondents. The petition may challenge the facial validity of the written agreement or ballots filed or the substantial compliance with the procedural requirements for the recall. If the arbitrator determines the recall was invalid, the petitioning Board member shall immediately be reinstated and the recall shall be null and void. A Board member who is successful in challenging a recall is entitled to recover reasonable attorney fees and costs from the respondents. The arbitrator may award reasonable attorney fees and costs to the respondents if they prevail, if the arbitrator makes a finding that the petitioner's claim is frivolous.

(c) Notwithstanding anything herein to the contrary, until a majority of the directors are elected by the Members other than the Developer of the Condominium, neither the first directors of the Association, nor any directors replacing them, nor any directors named by the Developer, shall be subject to removal by Members other than the Developer. The first directors and the directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

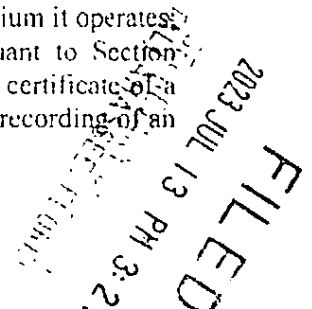
Section 6. Meetings of the Board of Directors and any committee thereof at which a quorum of the members is present shall be open to all Association Members. When a meeting of the Board of Directors or a committee is held and any of the directors or committee members are attending by telephone conference, real-time videoconferencing, or similar real-time electronic or video communication, a speaker must be used so that the conversation of those directors or committee members may be heard by the Board of Directors or committee members attending in person as well as by any Unit Owners present at a meeting.

Section 7. Notwithstanding anything to the contrary contained in Article IX or otherwise, the Board of Directors shall consist of three (3) directors during the period that the Developer is entitled to appoint a majority of the directors, as hereinafter provided.

The Developer shall have the right to appoint all of the members of the Board of Directors until the Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. Pursuant to Section 718.301(1), *Florida Statutes*, when the Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by an Association, the Unit Owners other than the Developer are entitled to elect at least one-third (1/3rd) of the members of the Board of Directors.

Unit Owners other than the Developer are entitled to elect at least a majority of the members of the Board of Directors, upon the first to occur of any of the following events:

- i. Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- ii. Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- iii. When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;
- iv. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;
- v. When the Developer files a petition seeking protection in bankruptcy;
- vi. When a receiver for the Developer is appointed by a circuit court and is not discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after appointment of the receiver that transfer of control would be detrimental to the Association or its Members; or
- vii. Seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e), *Florida Statutes*, or the recording of an instrument that transfers title to a Unit in the Condominium which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such Unit, whichever occurs first; or, in the case the Association may ultimately operate more than one (1) condominium, seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e), *Florida Statutes*, or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such Unit, whichever occurs first, for the first condominium it operates, or, in the case the Association operates a phase condominium created pursuant to Section 718.403, *Florida Statutes*, seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e), *Florida Statutes*, or the recording of an



instrument that transfers title to a Unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such Unit, whichever occurs first.

Pursuant to Section 718.301(1) of the *Florida Statutes*, the Developer is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium operated by the Association. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

At such time as Unit Owners other than Developer are entitled to elect not less than a majority of the Board, Developer will relinquish control of the Association and Unit Owners will accept control. Simultaneously, or for the purposes contained in Section 718.301(4)(c), *Florida Statutes*, not more than ninety (90) days thereafter, the Developer will deliver to the Association, at the Developer's expense, all property of the Unit Owners and of the Association which is held or controlled by the Developer, including the items contained in Section 718.301(4), *Florida Statutes*. The Developer will also prepare a milestone inspection report in compliance with Section 553.899, *Florida Statutes*, included in the official records, under seal of an architect or engineer authorized to practice in the State of Florida, and attesting to required maintenance, condition, useful life, and replacement costs of the improvements listed in Section 718.301(4)(p), *Florida Statutes*.

The Developer can turn over control of the Association to the Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of the Unit Owners other than the Developer to elect directors and assume control of the Association. Provided at least sixty (60) days' notice of the Developer's decision to cause its appointees to resign is given to the Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Section 8. As required by Section 617.0830, *Florida Statutes*, a director (or member of the Board) will discharge his or her duties in good faith, with the care of an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the interest of the Association.

Section 9. A director (or member of the Board) will be liable for monetary damages as provided in Section 617.0834, *Florida Statutes*, if such director (or member of the Board):

- i. breached or failed to perform his or her duties and the breach of, or failure to perform, his or her duties constitutes a violation of criminal law unless the officer or director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

- ii. constitutes a transaction from which such director (or member of the Board) derived an improper personal benefit, either directly or indirectly; or
- iii. constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

Section 10. A director (or member of the Board) more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to these Articles.

Section 11. A director (or member of the Board) charged with a felony theft or embezzlement offense involving the Association's funds or property shall be removed from office, creating a vacancy in the office to be filled according to these Articles. While such director (or member of the Board) has such criminal charge pending, he or she may not be appointed or elected to a position as a director (or member of the Board). However, should the charges be resolved without a finding of guilt, the director (or member of the Board) shall be reinstated for the remainder of his or her term of office, if any.

ARTICLE X - INDEMNIFICATION OF OFFICERS AND DIRECTORS

Except as otherwise expressly provided in these Articles and the Bylaws, all officers and directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims resulting from willful misconduct or bad faith. 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. Any indemnification under this section, shall be made only after a determination that the officer or director did not engage in willful misconduct or bad faith. Such determination may be made by:

- a) A court of competent jurisdiction;
- b) By the Board of Directors, by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
- c) If such a quorum is not obtainable, or even if obtainable, by a majority vote of a Committee designated by the Board of Directors (in which directors who were not parties to such proceeding may participate);
- d) By independent legal counsel selected by the Board of Directors; or
- e) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

ARTICLE XI - BYLAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified, or rescinded by the action or approval of the Members of the Association, except that any such change of the Bylaws shall not affect the rights or interests of the Developer, or its successors or assigns, without the written consent of the Developer. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

ARTICLE XII - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a majority vote of the Board of Directors or by not less than twenty percent (20%) of the voting interests of the Association. The resolution shall then be presented to the membership of the Association. A majority vote of the voting interests cast at a duly called meeting shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all Members. Such an amendment shall also be subject to the written consent of mortgagees of the Condominium Property or Condominium Units in accordance with the provisions of the Declaration. No amendment shall be made that is in conflict with the Condominium Act or the Declaration, or which in any way would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer under these Articles, the Bylaws or the Declaration.

Section 3. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles consistent with the provisions of Section 11 of the Declaration allowing certain amendments to be effected by the Developer alone.

ARTICLE XIII - VOTING

Section 1. Each Condominium Unit shall be entitled to one (1) vote at Association meetings, notwithstanding that the same Owner may own more than one (1) unit. In the event of joint ownership of a Condominium Unit, the vote to which that Unit is entitled may be exercised by one (1) of such joint Unit Owners. The Owners of such a Unit shall file a voting certificate with the Secretary of the Association designating which person or persons shall be authorized to cast the vote of such Unit. In a case where a husband and wife are the sole owners of the Condominium Unit, they need not designate the voting member and either of them appearing at a meeting of the Members may, if there is no objection from the other, cast the voting interest for that Condominium Unit. However, there shall be no apportionment of votes between multiple owners. In the event of ownership of a Condominium Unit by a legal entity other than a natural person, the officer, director, member, manager or other official(s) so designated by such legal entity on a voting certificate filed with the Secretary of the Association shall be authorized to cast the vote of such unit. In a situation where there are two (2) or more persons authorized to cast a vote on behalf of a Condominium Unit, it shall be presumed that the person casting the vote has the consent of all such persons. If the persons who are authorized to vote on behalf of a

Condominium Unit do not agree among themselves as to how their one (1) vote shall be cast, that vote shall not be counted.

Section 2. Votes may be cast either in person or by proxy as specifically provided herein. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Section 718.112(2)(f)2, *Florida Statutes*; for votes taken to waive financial statement requirements as provided by Section 718.111(13), *Florida Statutes*; for votes taken to amend the Declaration pursuant to Section 718.110, *Florida Statutes*; for votes taken to amend these Articles of Incorporation or the Bylaws of the Association pursuant to Section 718.112, *Florida Statutes*; and for any other matter for which the Condominium Act requires or permits a vote of the Unit Owners. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of the members of the Board of Directors. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. An executed proxy appearing to have been transmitted by the proxy giver, including a facsimile or equivalent reproduction of a proxy is a sufficient proxy. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Association member executing it.

ARTICLE XIV - ADDITIONAL PROVISIONS

Section 1. No officer, director, or Member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers; provided, however, that the Association may pay compensation in a reasonable amount for services rendered, may confer benefits on its Members in conformity with its purposes, and may make rebates of excess membership dues, fees or Assessments.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE XV - SEVERABILITY

Should any paragraph, sentence, phrase, portion or provision of these Articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining instruments.

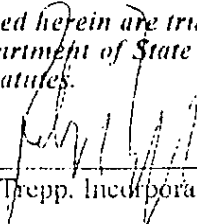
ARTICLE XVI - SURFACE WATER MANAGEMENT SYSTEM

It is the intention that the Association shall have perpetual existence; however, if the Association elects to dissolve, it will only do so after the maintenance of the property consisting of the Surface Water Management System has become the responsibility of an appropriate

agency of local government, and if not accepted, then when the Surface Water Management System has been dedicated to a similar nonprofit corporation.

IN WITNESS WHEREOF, the incorporator has heretofore caused these Articles of Incorporation to be executed this 13th day of July, 2023.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in Section 817.155, Florida Statutes.

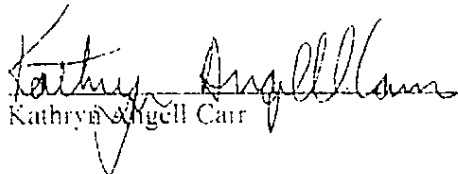


Rodrigo Trepp, Incorporator

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process within the State of Florida upon The SOTA Residences Condominium Association, Inc., at the place designed in Article VI of the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent for the Corporation.

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



Kathryn Angell Carr