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NAOIAlison Lundergan Grimes  
Kentucky Secretary of State  
Received and Filed:  
8/17/2018 1:18 PM  
Fee Receipt: \$8.00

**ARTICLES OF INCORPORATION OF**  
**OMNI LOUISVILLE MASTER ASSOCIATION, INC.,**  
**A KENTUCKY NONPROFIT CORPORATION**

**KNOW ALL MEN BY THESE PRESENTS**, that the undersigned, acting as Incorporator, does hereby form a corporation under the Kentucky Nonprofit Corporation Act, K.R.S. § 273.161 through § 273.390, as the same may be amended from time to time, and adopts the following Articles of Incorporation (the "Articles of Incorporation"):

**ARTICLE I - NAME**

The name of this Corporation shall be OMNI Louisville Master Association, Inc. (hereinafter the "Corporation" or the "Association").

**ARTICLE II - PERIOD OF DURATION**

The Association shall exist perpetually, unless terminated according to the terms of these Articles of Incorporation.

**ARTICLE III - NOT FOR PROFIT**

This Association is not organized for profit and the purpose for which the Association is organized is to provide an entity pursuant to the Kentucky Condominium Act, K.R.S. § 381.9101 through § 381.9207, as the same may be amended from time to time (the "Condominium Act"), for the acquisition, operation, management, maintenance, care, control and administration of all those properties known as Omni Louisville Hotel and Residences Master Condominium, located in Louisville, Jefferson County, Kentucky (the "Condominium"). Any income received by the Association shall be applied only to the nonprofit purposes and objectives of the Association, and no part of the net earnings thereof shall inure to the benefit of any private member, officer, director or individual. This Association shall be without capital stock. The members of this Association shall not be personally liable for the debts, liabilities or obligations of this Association.

**ARTICLE IV - PURPOSES AND POWERS**

A. The Association shall have all the common law and statutory powers of a nonprofit corporation and shall have all the powers which an association may have or exercise under the Condominium Act, which are not in conflict with the terms of these Articles of Incorporation or the Master Condominium Declaration of Omni Louisville Hotel and Residences

Master Condominium (the "Declaration"), being recorded in the real property records of Jefferson County, Kentucky, as such may be amended from time to time, including, but not limited to, the following:

1. to acquire, hold, lease, mortgage or convey real, personal or mixed property wherever situated, including, without limitation, Units in the Condominium;
2. to make and collect Assessments against the Owners of the Units in the Condominium (also, sometimes referred to herein as "Members") as provided in the Declaration to defray the costs, expenses and losses of the Condominium or any other business enterprise, venture or property interest of the Association, and to use the proceeds of the Assessments in the exercise of the powers and duties herein provided;
3. to borrow funds to pay for such expenditures as may be authorized by the provisions of the Declaration;
4. to maintain, repair, replace, clean, sanitize and operate the property of the Condominium or the property of the Association;
5. To lease or grant easements or licenses for use of the Limited Common Elements or the Common Elements of the Condominium in a manner not inconsistent with the rights of Owners of the Units in the Condominium;
6. to enforce by legal means the provisions of the Condominium Act, the Declaration, the Articles of Incorporation, the By-Laws, and the rules and regulations for the use of the property of the Condominium or the Association; and
7. to contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required to be performed by the Association.

The objects and purposes set forth in Article IV of these Articles of Incorporation shall be construed as powers, as well as objects and purposes and the Association shall have and may exercise such powers as if such powers were set forth in full herein.

The Association shall have and may exercise all powers as shall enable it to do each and every thing necessary, suitable, convenient, expedient or proper for the accomplishment of any or all purposes and the attainment of any or all objects set forth in Articles III and IV of these Articles of Incorporation.

The Association shall have and may exercise all powers set forth in each and every Article of these Articles of Incorporation.

B. All funds and title to properties acquired by the Association and the proceeds therefrom shall be held in trust for the Members of the Association in accordance with the provisions of the Condominium Act, the Declaration and the By-Laws.

## **ARTICLE V - MEMBERSHIP**

There shall be one class of Members. Membership in the Association shall be evidenced by a deed or other instrument establishing record title to a Unit in the Condominium recorded in the real property records of Jefferson County, Kentucky. Upon such recordation, the Owner of the Unit designated by such instrument shall become a Member of the Association and the membership of any prior Owner of that Unit shall be terminated. The share of a Member in the funds or assets of the Association cannot be assigned, encumbered, hypothecated or transferred in any manner, except as an appurtenance to the Unit. The number of votes to be cast by the Owner(s) of a Unit and the manner of exercising voting rights shall be determined by the Declaration and the By-Laws. After termination of the Condominium, membership shall consist of those who are Members of the Association at the time of such termination and their heirs, successors, and assigns.

Notwithstanding the foregoing, any Person who holds an interest in a Unit in the Condominium merely as security for the performance of an obligation shall not be a Member of the Association, unless and until such security holder or mortgagee has acquired title to the Unit pursuant to foreclosure or any proceeding in lieu thereof and the deed thereby evidencing title has been duly and properly recorded, at which time such security holder or mortgagee shall become a Member, and the debtor's membership shall thereupon cease, regardless of whether or not there is an outstanding right of redemption to the Unit.

## **ARTICLE VI - DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors consisting of the number of directors as shall be determined by the By-Laws; provided, however, that the Board of Directors shall consist of not less than three directors and, in the absence of a provision in the By-Laws to the contrary, shall consist of three directors. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the By-Laws and as limited below. Vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

Notwithstanding the provisions set forth in this Article VI of these Articles of Incorporation or in any provision of the By-Laws granting to the Members the right to elect and remove members of the Board of Directors, OMNI Louisville, LLC, a Delaware limited liability company (the "Declarant"), its successors and assigns, shall initially have exclusive control of the Board of Directors of the Association by electing or appointing, removing and in the event of vacancies, filling such vacancies in all of the positions of the members of the Board of Directors of the Association until turnover of control of the Association, as more fully set forth in the Declaration and By-Laws. The initial Board of Directors shall have three directors. The

names and addresses of the members of the Board of Directors who shall hold office until their successors are elected and have qualified or until such directors are removed, are as follows:

	<b>NAME:</b>	<b>ADDRESS:</b>
1.	Michael G. Smith	4001 Maple Avenue, Suite 600 Dallas, Texas 75219
2.	Paul A. Jorge	4001 Maple Avenue, Suite 600 Dallas, Texas 75219
3.	Tiffany Smith	222 S. First Street, Suite 400 Louisville, KY 40202

The initial By-Laws of this Association (the "By-Laws") shall be adopted by its initial Board of Directors. The power to alter, amend, or repeal the By-Laws or adopt new By-Laws shall be vested in the Board of Directors of the Association for such period of time as the Declarant has the right to elect at least a majority of the members of the Board of Directors and thereafter, by the Members at any regular or special meeting upon the affirmative vote of the holders of a majority of the outstanding votes present at such meeting in person or represented by proxy, a quorum being present.

#### **ARTICLE VII - AMENDMENTS**

The Association reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter provided by law and all rights conferred upon officers and directors herein are granted subject to this reservation.

#### **ARTICLE VIII - REGISTERED OFFICE AND AGENT**

The address of the Association's initial registered office and the name of its initial registered agent at such address is as follows:

Corporation Service Company  
421 West Main Street  
Frankfort, Kentucky 40601

## **ARTICLE IX – PRINCIPAL OFFICE**

The principal office of the Association shall be located at:

4001 Maple Avenue, Suite 600  
Dallas, Texas 75219

## **ARTICLE X - RELATED PARTY TRANSACTIONS**

No contract or other transaction between the Association or any Person, and no other act of the Association shall, in the absence of fraud, be invalidated or in any way affected by the fact that any of the directors of the Association are directly or indirectly, pecuniarily or otherwise interested in such contract, transaction or other act, or are related to or interested in (either as director, stockholder, officer, employee, member or otherwise) such Person. Any director of the Association individually, or any firm or association of which any director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Association, provided that the fact that he or she, individually, or such firm or association is so interested, shall be disclosed or known to the Board of Directors or a majority of the members thereof as shall be present at any meeting of the Board of Directors or of any committee of directors of the Association having the powers of the full Board, at which action upon any such contract, transaction or other act is taken, and if such fact shall be so disclosed or known, any director of the Association so related or otherwise interested may be counted in determining the presence of a quorum of any meeting of the Board of Directors or of such committee, at which action upon any such contract, transaction or act shall be taken, and may vote with respect to such action with like force and effect as if he were not so related or interested. Any director of the Association may vote upon any contract or other transaction between the Association and any affiliated corporation without regard to the fact that he or she is also a director of such affiliated corporation.

## **ARTICLE XI – INDEMNIFICATION**

The Association shall have the power to indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals (other than an action by or in the right of the Association), by reason of the fact that he or she is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such claim, action, suit or proceeding if he or she 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 or her conduct was unlawful. The termination of any claim, action, suit or 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 and in a manner which he or she 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 reasonable cause to believe that his or her conduct was unlawful.

The Association shall have the power to indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she 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 in respect of any claim, issue or matter as to which such Person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the court in which such action or suit was brought 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 indemnity or such expenses which the court shall deem proper.

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 action, suit or proceeding referred to in paragraphs one and two of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith, notwithstanding that he or she has not been successful on any other claim, issue or matter in any such action, suit or proceeding. Any indemnification under the first two unnumbered paragraphs of this Article (unless ordered 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 in the circumstances because he or she has met the applicable standard of conduct set forth in this Article. Such determination shall be made in the manner provided by law.

Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the Association in advance of the final disposition of such claim, action, or proceeding as authorized by the Board of Directors in each specific case upon receipt of a written affirmation of good faith belief by or on behalf of the director, officer, employee or agent that he or she has met the required standard of good conduct together with his or her written undertaking and obligation to repay such amount if and to the extent that it shall be ultimately determined that he or she is not entitled to be indemnified by the Association as authorized in this Article.

The indemnification authorized by this Article shall not be deemed exclusive of and shall be in addition to any other right (whether created prior or subsequent to the recording of these Articles) to which those indemnified may be entitled under any statute, rule of law, provisions of articles of incorporation, by-law, agreement, or services as disinterested director, or otherwise,

both as to action in his or her official capacity and as to action in another capacity while holding such office, 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, executors and administrators of such a person.

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 the Association, or is or was serving at the request of the Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against a Person and incurred by a Person in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify the Person against such liability under the provisions of this Article.

## **ARTICLE XII - DISSOLUTION**

The Association may be dissolved only upon the vote of Members entitled to cast not less than 80% of the votes of the Association's membership present in person or represented by proxy and entitled to vote at a meeting called as provided for herein, at which a quorum is present. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be in accordance with Article XIII of these Articles of Incorporation) shall be mailed to every Member at least 30 days in advance of any such action sought to be cast and shall be subject to prior approval of such dissolution by the Board of Directors in the manner required by the Kentucky Nonprofit Corporation Act.

## **ARTICLE XIII - DISTRIBUTION UPON DISSOLUTION**

Upon the dissolution of the Association, the assets of the Association shall be distributed to the Members in the same manner as provided in the Declaration for the distribution of property subject thereto upon termination of the Condominium to the extent that any such distribution is not inconsistent with the provisions of the Condominium Act.

## **ARTICLE XIV – DEFINED TERMS**


Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

## **ARTICLE XV - NAME AND ADDRESS OF INCORPORATOR**

The name and address of the incorporator is as follows:


Edward A. Peterson  
500 Winstead Building  
2728 N. Harwood  
Dallas, Texas 75201

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation, by and through its duly authorized representative, on this the 14 day of August, 2018.

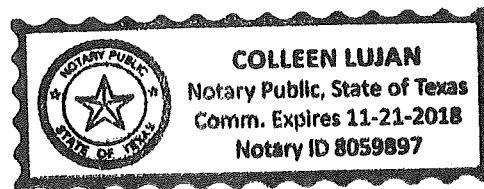
  
\_\_\_\_\_  
Edward A. Peterson

STATE OF TEXAS  
COUNTY OF DALLAS

The foregoing instrument was sworn to and acknowledged before me on August 14, 2018 by Edward A. Peterson, an individual.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

This Instrument Prepared By:  
Timothy W. Martin  
FROST BROWN TODD LLC  
400 W. Market Street, Suite 3200  
Louisville, Kentucky 40202-3363



  
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### ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT

Pursuant to the provisions of KRS Chapter 273, the undersigned hereby consents to act as registered agent on behalf of the business entity named below and for that purpose submits the following statements:

1. The business entity is a corporation.
2. The name of the business entity is OMNI Louisville Master Association, Inc.
3. The State of incorporation is the Commonwealth of Kentucky.
4. The name of the initial registered agent is Corporation Service Company.
5. The street address of the registered office address in Kentucky is 421 West Main Street, Frankfort, Kentucky 40601.

Corporation Service Company

By: Pat Nolan

Name: Patrick A. Nolan

Title: Assistant VP

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