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Summit Medical Park Property Owners' Association, In

Certificate of Status	0
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**ARTICLES OF INCORPORATION
FOR
SUMMIT MEDICAL PARK PROPERTY OWNERS' ASSOCIATION, INC.**

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

**ARTICLE 1
NAME AND ADDRESS**

The name of the corporation shall be SUMMIT MEDICAL PARK PROPERTY OWNERS' ASSOCIATION, INC. The principal address of the corporation is 701 Medical Plaza Drive, Leesburg, Florida 34348. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declaration of Covenants, Conditions, Restrictions and Easements of Summit Medical Park as the "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

**ARTICLE 2
PURPOSE**

The purpose for which the Association is organized is to provide an entity to promote the best interests of the Members of the Association and to provide for those objects and purposes as are authorized by the Declaration, to be recorded in the Public Records of Lake County, Florida, as hereafter amended from time to time. The further purpose of the Association is to preserve the values and amenities within the Property, to operate, administer, maintain and repair the Common Areas for the benefit of the Owners, their guests, invitees, and tenants, and to enforce the covenants and restrictions contained in the Declaration, these Articles, the Bylaws and the rules and regulations promulgated thereunder.

**ARTICLE 3
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration to be recorded in the Public Records of Lake County, Florida, as the same may be amended from time to time, unless herein provided to the contrary or unless the context otherwise requires.

**ARTICLE 4
POWERS**

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

4.1 General. The Association shall have all of the common-law and statutory powers of a not-for-profit corporation under the laws of the State of Florida that are not in conflict with the provisions of these Articles, the Declaration, or the Bylaws.

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4.2 Enumeration. The Board shall have all of the powers and duties necessary and appropriate for the governance of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, the Bylaws, these Articles, and as provided by law. The Board may do or cause to be done all acts and things not required by the Declaration, these Articles, the Bylaws, or Florida law to be done and exercised exclusively by the Members. The Board may delegate powers to committees, officers, a management agent or agents, or employees of the Association. The duties of the Board shall include, without limitation:

- (a) preparing and adopting annual budgets;
- (b) levying and collecting assessments against the Members;
- (c) providing for the operation, care, upkeep, and maintenance of the Common Areas;
- (d) retaining the services of a managing agent or agents and/or designating, hiring, and dismissing such other personnel as are necessary to perform the powers and responsibilities of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of the equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) approving a bank depository to receive funds on behalf of the Association and depositing all such funds therein and using such funds to operate the Association; provided, any reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;
- (f) adopting rules and regulations governing the use of the Common Areas and the facilities thereon and establishing sanctions for infractions thereof;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the Declaration, these Articles and the Bylaws;
- (i) enforcing by legal means the provisions of the Declaration, these Articles, the Bylaws, and the rules and regulations adopted by the Board; provided, the Board shall not be obligated to take any action to investigate any alleged violation of or to enforce any covenant, restriction, or rule and regulation which the Board reasonably determines is, or is likely to be, inconsistent with applicable law, or if the Board reasonably determines that the Association's position is not strong enough to take such enforcement action, or if the Board otherwise determines, in its business judgment, that such enforcement action would be inappropriate;
- (j) obtaining and carrying property, liability, and commercial crime insurance, as

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required in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

- (k) paying all taxes and/or assessments which are or could become a lien on the Common Areas or a portion thereof;
- (l) paying the cost of all services rendered to the Association or Members and not chargeable directly to specific Members;
- (m) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (n) making available and providing copies, for a fee, to any Lot Owner, and the holders, insurers, and guarantors of any mortgage on any Lot, current copies of the Declaration, these Articles, the Bylaws, the rules and regulations, and such other books, records, and financial statements of the Association as are identified as official records of the Association under Florida Statutes, as from time to time amended;
- (o) indemnifying a Director, officer or committee member, or former Director, officer or committee member of the Association to the extent such indemnity is permitted or required by Florida law and these Articles, and purchasing insurance providing such indemnification;
- (p) supervising all officers, agents and employees of the Association to ensure that their duties are properly performed;
- (q) borrowing money for any legal purpose and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, all without membership approval;
- (r) owning and conveying property; and
- (s) suing and being sued.

4.3 Distribution of Income; Dissolution. The Association shall make no distributions of income to its Members, Directors or officers.

ARTICLE 5 MEMBERSHIP; VOTING

5.1 Membership. Declarant and every Owner shall be a Member of the Association. If title to a Parcel is held by more than one person, each of such persons shall be Members. An Owner of more than one Parcel shall be entitled to one membership for each Parcel owned by such Owner. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an

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Owner or Declarant may be a Member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

5.2 Voting. The Association shall have two (2) classes of voting membership:

(a) Class A Members shall be all the Lot Owners with the exception of the Declarant (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to the votes based on square footage, as set forth on Exhibit "A" attached herein and incorporated herein by this reference. When more than one person holds such interest or interests in any lot, all such persons shall be Members, and the vote for such lot shall be exercised as they among themselves determine, but, subject only as provided in the following sentence. In no event shall any Lot have more votes than as set forth on Exhibit "A".

(b) Class B. The Class B Member shall be the Declarant, its successors and assigns. The Class B Member shall be entitled to two thousand (2,000) votes per Lot. The Class B Membership shall cease and terminate no later than the time of Declarant's sale and conveyance of its last Lot to a Lot Owner.

5.3 Votes. Votes shall be cast in such manner and subject to such restrictions (not inconsistent with the terms and conditions of this Article 5) and as are set forth in the Bylaws.

5.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may provide for regular and special meetings of Members other than the annual meeting.

ARTICLE 6 TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7 INCORPORATOR

The name and address of the incorporators of the Association is PPF, LLP, whose address is 701 Medical Plaza Drive, Leesburg, Florida 34348.

ARTICLE 8 OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in these Articles and the Bylaws. The officers shall be elected by the Board at its first meeting of the Board and shall serve at the pleasure of the Board. The names and addresses of the initial officers who shall serve until their successors are designated by the Board are as follows:

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President/Secretary/Treasurer: Dr. J. Mandume Kerina, M.D.
701 Medical Plaza Drive
Leesburg, Florida 34748-7313

ARTICLE 9 DIRECTORS

9.1 Number and Qualification. The property, business, and affairs of the Association shall be managed by a Board consisting of the number of Directors determined in the manner provided by the Bylaws.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles, the Bylaws and Florida law shall be exercised exclusively by the Board, its agents, contractors, or employees, subject only to approval by the Members when such approval is specifically required.

9.3 Election. Directors of the Association shall be elected at the annual meeting of the Members each year in the manner determined by and subject to the qualifications set forth in the Bylaws.

9.4 Removal and Filling Vacancies. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

9.5 Initial Directors. The names and addresses of the members of the initial Board who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

Dr. Srinivas Attanti MD
910 Old Camp Rd, Ste 210
The Villages, FL 32162-5604

Dr. Vishnu Yelamanchi MD
910 Old Camp Rd, Ste 210
The Villages, FL 32162-5604

Dr. Dwaraknadh Banala
601 E Dixie Ave, Ste 802
Leesburg, FL 34748-5994

Dr. Quintin Corteza MD PA
401 E North Blvd, Ste 102B
Leesburg, FL 34748-5256

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Dr. Shelia Gillikin MD
1014 E North Blvd
Leesburg, FL 34748-5348

Dr. Shivakumar Hanubal
1414 E Main St
Leesburg, FL 34748-5329

Dr. J. Mandume Kerina MD
701 Medical Plaza Dr
Leesburg, FL 34748-7313

Dr. David Lichtinger
29320 US Hwy 27
Leesburg, FL 34748-8227

Dr. Ruth Meneses-Taylor MD
3801 N Highway 19a, Ste 400
Mount Dora, FL 32757-2228

Dr. Helene Ta DDS
339 E Burleigh Blvd
Tavares, FL 32778-2201

Dr. Anupama Upadya
1950 Laurel Manor Dr
The Villages, FL 32162-5603

Dr. Bernadette Santos
732 North 3rd Street
Leesburg, FL 34748

ARTICLE 10 INDEMNIFICATION

10.1 Indemnity. The 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, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, lawsuit, or proceeding unless (a) a court of competent jurisdiction determines, after all available

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appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit, 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 that he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

10.2 Advances. Expenses, including, but not limited to, attorneys' fees and costs, incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding on behalf of the affected Director, officer, employee, or agent. Such Director, officer, employee or agent shall not be required to repay such amount unless it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as provided in Section 10.1 hereof.

10.3 Miscellaneous. 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 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 that person.

10.4 Insurance. 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, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her 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 him or her against such liability under the provisions of this Article 10.

10.5 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11 BYLAWS

The first Bylaws shall be adopted by the Board and may be altered, amended, or rescinded in the manner provided in the Bylaws.

ARTICLE 12 AMENDMENTS

These Articles may be amended by the affirmative vote of a majority of the Board at a

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regular or special meeting of the Board called for that purpose; provided however, that these Articles may not be so amended by the Board in any manner which would be inconsistent with the Declaration or the Bylaws. Amendments to these Articles shall become effective upon the recordation of an amendatory instrument executed by the President and Secretary of the Association in the Public Records of Volusia County, Florida.

**ARTICLE 13
NAME AND ADDRESS OF REGISTERED AGENT**

The initial registered agent of the Association shall be David L. Schick, Esquire, who shall also be a resident agent, whose street address is 301 East Pine Street, Suite 1400, Orlando, Florida 32801.

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED**

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, in the County of Volusia, State of Florida, the corporation named in the said Articles has named David L. Schick, whose street address is 301 East Pine Street, Suite 1400, Orlando, Florida 32801, as its statutory registered agent.

Having been named the statutory agent of the corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity and agree to comply with the provisions of Florida law relative to keeping the registered office open.


Print Name: David L. Schick, Esq.

REGISTERED AGENT

DATED on 2-4-09

**ARTICLE 14
INITIAL REGISTERED OFFICE AND INCORPORATOR**

The initial registered office of the Association shall be at 701 Medical Plaza Drive, Leesburg, Florida 34348, with the privilege of having its office and branch offices at other places within or without the State of Florida.

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ARTICLE 15
SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM

The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

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IN WITNESS WHEREOF, the incorporators have affixed their signature the day and year set forth below.

Signed, sealed and delivered in presence of:

PPF, LLP, a Florida limited liability partnership

Karen Fuller
Print Name: Karen Fuller

By: JM LAKE HOLDINGS, LLP, a Florida limited partnership, as Managing Partner

Jennifer N. Jennings
Print Name: Jennifer N. Jennings

By: *J. Mandume Kerina*
J. MANDUME KERINA, as Managing Partner

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing was acknowledged before me this 2nd day of January, 2009, by J. Mandume Kerina, as Managing Partner of JM Lake Holdings, LLP, a Florida limited liability partnership, on behalf of said partnership as Managing Partner of PPF, LLP, a Florida limited liability partnership, on behalf of said partnership. He is personally known to me or provided the following identification _____.

[AFFIX NOTARY STAMP]

Darlene J. Rice
Notary Public
Print Name: Darlene J. Rice
My Commission Expires: _____



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EXHIBIT "A"

<u>Lot Number</u>	<u>Unit Square</u> <u>Feet</u>	<u>Unit % of</u> <u>Expenses</u>	<u>Votes</u>
100	4,020	8.5%	402
200	1,920	4.1%	192
300	4,020	8.5%	402
400	4,500	9.5%	450
450	1,500	3.2%	150
500	1,920	4.1%	192
600	1,920	4.1%	192
700	1,920	4.1%	192
800	1,920	4.1%	192
900	1,920	4.1%	192
1000	1,920	4.1%	192
1100	1,920	4.1%	192
1200	4,020	8.5%	402
1300	1,920	4.1%	192
1400	4,080	8.6%	408
1500	1,920	4.1%	192
1600	1,920	4.1%	192
1700	<u>4,020</u>	<u>8.5%</u>	<u>402</u>
	47,280	100.4%	4,728

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