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**CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):**

1. PHHS Medical Center Condominium Associates, Inc.  
(Corporation Name) (Document #)
2. \_\_\_\_\_  
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3. \_\_\_\_\_  
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AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
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<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials

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2004 SEP 27 A 9:57  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION**  
**OF**  
**PALMS MEDICAL CENTER CONDOMINIUM ASSOCIATION, INC.**

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

**ARTICLE I**  
**NAME**

The name of the corporation shall be the PALMS MEDICAL CENTER CONDOMINIUM ASSOCIATION, INC. For convenience, in this instrument the corporation shall be referred to as "the Association", the Declaration of Condominium for The Palms Medical Center "the Declaration", these Articles of Incorporation as "the Articles", and the By-Laws of the Association as "the By-Laws".

**ARTICLE II**  
**OFFICE**

The principal office and mailing address of the Association shall be 671 South Ocean Boulevard, Boca Raton, Florida 33432, or at such other place as may be designated by the Board of Directors from time to time. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by law.

**ARTICLE III**  
**PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes ("the Act"), for the operation of The Palms Medical Center, a Condominium, located in Palm Beach County, Florida.

**ARTICLE IV**  
**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 Palm Beach County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE V**  
**POWERS**

5.1 Association Powers. All of the powers and duties of the Association existing under

the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Unit Owners when that approval specifically is required. The powers and duties of the Association shall include, but shall not be limited to, the following:

- a. Maintenance, Management, and Operation of the Condominium Property.
- b. Contract, Sue or be Sued. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest including, but not limited to, the common elements and commonly used facilities.
- c. Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours as necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units.
- d. Make and Collect Assessments.
- e. Lease, Maintain, Repair, and Replace the Common Elements.
- f. Lien and Foreclosure for Unpaid Assessments. The Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees, costs, and expenses incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.
- g. Purchase Units. In addition to its right to purchase Units at a lien foreclosure sale, the Association generally has the power to purchase Units in the Condominium and to acquire, hold, lease, mortgage, and convey them.
- h. Grant or Modify Easements. The Association, without the joinder of any Unit Owner, may grant, modify, or move any easement if the easement constitutes part of or crosses the common elements.
- i. Purchase Land. Any land may be purchased by the Association upon the approval of two thirds (2/3) of the voting interests of the Association.
- j. Acquire Title to Property. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of the Unit Owners.
- l. Authorize Certain Amendments. If it appears that through a drafter's error in the Declaration that the common elements, common expenses, or common surplus have been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by

the Board of Directors or a majority of the voting interests.

m. **Adopt Rules and Regulations.** The Association may adopt reasonable rules and regulations for the operation and use of the common elements and common areas serving the Condominium.

n. **Maintain Official Records.** The Association shall maintain all of the records, when applicable, as set forth in the By-Laws, which shall constitute the official records of the Association.

o. **Obtain Insurance.** The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the Condominium property.

p. **Furnish Annual Financial Reports to Unit Owners.**

q. **Provide Certificate of Unpaid Assessment.** Any Unit Owner or Unit mortgagee has the right to request from the Association a certificate stating all assessments and other monies owed to the Association with respect to the Condominium parcel.

r. **Contract for Operation, Maintenance, and Management of the Condominium.**

s. **Pay Taxes or Assessments Against the Common Elements or Association Property.**

t. **Pay Costs of Utilities Service Rendered to the Condominium and Association Property and Not Billed Directly to Individual Unit Owners.**

u. **Employ Personnel.** The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Condominium property and may retain those professional services that are required for those purposes.

v. **Impose Fines.** The Board of Directors may impose fines on Unit Owners in reasonable sums as the Board may deem appropriate, not to exceed \$100.00 for a single violation, up to a maximum of \$1,000.00 in the aggregate for a continuing violation, for violations of the Declaration, these By-Laws, or lawfully adopted rules and regulations, by Owners, their guests, invitees, or tenants, in accordance with the procedure set forth in the By-Laws.

w. **Repair or Reconstruct Improvements After Casualties.**

5.2 **Association Property.** All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

5.3 **Distribution of Income; Dissolution.** The Association shall not pay a dividend to its

members and shall make no distribution of income to its Members, Directors or Officers and, upon dissolution, all assets of the Association shall be transferred only as authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of, the Declaration, these Articles, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over the provisions of the Declaration, these Articles and the By-Laws.

## **ARTICLE VI** **MEMBERS**

6.1 Membership. The members of the Association shall consist of all of the record title Owners of Units in the Condominium from time to time and, after termination of the Condominium, shall also consist of those who were members at the time of such termination, or their successors and assigns.

6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

6.3 Voting. The vote of each Unit shall be the same as that Unit's Undivided Interest in the Common Elements as set forth in Exhibit "E" to the Declaration. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws.

6.4 Meetings. The By-Laws shall provide for an annual meeting of the members, and may make provision for regular and special meetings of members other than the annual meeting.

## **ARTICLE VII** **TERM OF EXISTENCE**

The Association shall have perpetual existence.

## **ARTICLE VIII**

The name of the incorporator for this Corporation is:

Edo Meloni, Esq.  
900 S.W. 40<sup>th</sup> Avenue  
Plantation, Florida 33317

## **ARTICLE IX** **OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

**President:**

Bart Boggess	671 S. Ocean Boulevard Boca Raton, Florida 33432
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**Vice-President/  
Secretary:**

Jerry Boggess	671 S. Ocean Boulevard Boca Raton, Florida 33432
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**Treasurer:**

Trent Boggess	671 S. Ocean Boulevard Boca Raton, Florida 33432
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## **ARTICLE X** **DIRECTORS**

10.1 **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 in the By-Laws, but which shall consist of not less than three (3) Directors. Directors appointed by the Developer need not be members of the Association.

10.2 **Duties and Powers.** All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

10.3 **Election; Removal.** Directors of the Association shall be elected at the annual meeting of members in the manner determined and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws.

10.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

10.5 First Directors. The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have taken office as provided in the by-Laws are as follows:

<u>Name</u>	<u>Address</u>
Bart Boggess	671 S. Ocean Boulevard Boca Raton, Florida 33432
Jerry Boggess	671 S. Ocean Boulevard Boca Raton, Florida 33432
Trent Boggess	671 S. Ocean Boulevard Boca Raton, Florida 33432

## **ARTICLE XI**

### **INDEMNIFICATION**

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and paralegals' fees (at all trial and appellate levels and post-judgment proceedings ) reasonably incurred by or imposed upon him or them in connection with the proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply regardless of whether he is a Director or officer at the time such expenses or liabilities are incurred. Notwithstanding the above, in the event of a settlement the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes such reimbursement for the costs and expenses of the settlement in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled, whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to, Developer.



## **ARTICLE XII** **BY-LAWS**

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

## **ARTICLE XIII** **AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

13.1 **Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in the By-Laws. Such notice shall contain the text of the proposed amendment or a summary of the changes to be affected thereby.

13.2 **Adoption.** Amendments shall be proposed and adopted in the manner provided in the Declaration and in the Act (the latter to control over the former to the extent provided for in the Act).

13.3 **Limitation.** No amendment shall make any changes in the qualifications for membership, nor in the voting or property rights of members, or any changes in Sections 5.2, 5.3 or 5.4, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer and/or Institutional First Mortgagees, unless the Developer and/or the Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this Section 13.3 shall be effective.

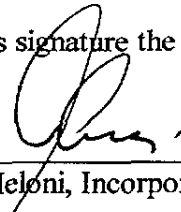
13.4 **Developer Amendments.** Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

13.5 **Recording.** A copy of each amendment shall be filed with the Florida Secretary of State pursuant to the provisions of applicable Florida Law, and a copy recorded in the Public Records of Palm Beach County, Florida, with an identification on the first page thereof of the Book and Page of said Public Records where the Declaration was recorded which contains, as an Exhibit, the initial recording of these Articles.

**ARTICLE XIV**  
**INITIAL REGISTERED OFFICE**  
**ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of the Corporation shall be 671 South Ocean Boulevard, Boca Raton, Florida 33432. The initial registered agent shall be Edo Meloni, Esquire, 900 S.W. 40<sup>th</sup> Avenue, Plantation, Florida 33317.

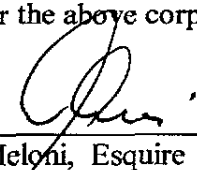
IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.

  
\_\_\_\_\_  
Edo Meloni, Incorporator

Dated: September 23<sup>rd</sup>, 2004

**ACCEPTANCE OF SERVICE OF PROCESS**

I, Edo Meloni, Esquire, hereby accept service of process for the above corporation.

  
\_\_\_\_\_  
Edo Meloni, Esquire