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Division of Corporations

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FLORIDA PROFIT/NON PROFIT CORPORATION

Broadway Center Condominium Association, Inc.

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
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**ARTICLES OF INCORPORATION
OF
BROADWAY CENTER
CONDOMINIUM ASSOCIATION, INC.**

A Corporation Not For Profit

In order to form a corporation not for profit under Chapter 617, Florida Statutes, the undersigned hereby incorporate the corporation for the purposes and with the powers herein specified, pursuant to the following Articles of Incorporation:

I. NAME

The name of the corporation (the "Association") is BROADWAY CENTER CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit.

II. PRINCIPAL OFFICE

The initial principal place of business and mailing address of the Association is 512 E. Washington Street, Suite 200, Orlando, Florida 32801. The principal office of the Association will be located in Florida, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may be from time to time designated by the Board of Directors.

III. PURPOSE

The purpose for which the Association is organized is to administer the operation and management of Broadway Center Condominiums (the "Condominium"), which may be established by recording the Declaration of Condominium therefor (the "Declaration") in the public records of Duval County, Florida, in accordance with the Condominium Act, Chapter 718, Florida Statutes (the "Act"), upon certain real property situated in Duval County, Florida (the "County"). The Association will perform the acts and duties incident to the operation and management of the Condominium, in accordance with the provisions of these Articles of Incorporation, the Bylaws of the Association to be adopted (the "Bylaws") pursuant hereto, and the Declaration, as amended from time to time, as and when the real property described in the Declaration together with the improvements situated thereon are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the said real property, the improvements thereon, and such other property, real and personal, as may be or become part of the Condominium ("Condominium Property"), to the extent necessary or convenient in the administration of the Condominium, as provided for in the Declaration. The Association will be conducted as a nonprofit organization for the benefit of its members. The powers of the Association to operate and administer the Condominium Property will not be effective as to any portion of real property unless and until such property has been submitted to the condominium form of ownership by the Declaration or an amendment thereto. All terms contained herein will have the same meaning as contained in the Declaration.

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IV. POWERS

The Association will have all of the powers and privileges granted to corporations not for profit under the laws of Florida, subject to and to be exercised in accordance with the provisions hereof and the Declaration, the Bylaws, and the Act.

V. MEMBERS

The qualifications of members, manner of their admission to the Association, and termination of membership and voting rights, will be as follows:

1. The owners of all Units in the Condominium will be Members of the Association, including the Developer, JAXBDWY OWNER LLC, a Delaware limited liability company, and no other persons or entities will be entitled to membership except as provided for in Paragraph 5 of this Article V.

2. Membership will be established by the acquisition of the fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein by voluntary conveyance or operation of law, and the membership of any person or entity will be automatically terminated when such person or entity is divested of all title or his or her entire fee ownership in such Unit; provided, however, that nothing herein contained will be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity will retain fee title to or a fee ownership interest in any Unit.

3. The interest 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(s) owned by such member. The funds and assets of the Association will be expended, held, or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws.

4. On all matters upon which the membership will be entitled to vote, as hereinafter provided, each Unit in the Condominium will have the number of votes that is set forth in the Declaration for such Unit, which vote may be exercised or cast by the owner(s) of each Unit as provided for in the Bylaws and the Declaration. Should any Member own more than one Unit, such Member will be entitled to exercise or cast one vote for each such Unit owned, in the manner provided for in the Bylaws and the Declaration.

5. Until the first Unit is conveyed to an Owner other than the Developer, the membership of the Association will be comprised of the directors as set forth in Article VI, each of whom will be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

VI. DIRECTORS

1. The number of Members of the first Board of Directors will be three (3). The number of Members of succeeding Board of Directors will be as provided in the Bylaws.

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2. All Members of the Board of Directors shall be appointed by the Developer until Unit Owners other than the Developer are entitled to elect the members of the Board of Directors in accordance with Section 718.301, Florida Statutes.. Unit Owners other than the Developer will be entitled to elect, in a manner to be provided in the Bylaws and Declaration, consistent with Section 718.301. Notwithstanding the foregoing, Developer will be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for Members of the Board of Directors in the same manner as any other Unit Owner Member of the Association, except for purposes of reacquiring control of the Association or selecting the majority Members of the Board of Directors. The Developer shall transfer control of the Association to the Unit Owners other than the Developer in accordance with Section 718.301, Florida Statutes.

3. Within seventy five (75) days after the Unit Owners other than the Developer are entitled to elect a Member or Members of the Board of Directors, the Association will call, and give not less than sixty (60) days notice of, an election for the Member of the Board of Directors as provided in Section 718.301(2) of the Florida Statutes.

VII. OFFICERS

The Board of Directors will appoint at the annual meeting of Members each year, a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors will deem advisable from time to time. The President will be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President will not be held by the same person, nor will the office of President and Secretary or Assistant Secretary be held by the same person. The officers will have such powers and duties as may be prescribed by the Bylaws or as may be determined from time to time by the Board of Directors subject to the Bylaws.

VIII. INITIAL DIRECTORS AND OFFICERS

The name and addresses of the Members of the first Board of Directors and the officers who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the Bylaws, will hold office for the first year of the Association's corporate existence, and thereafter until their successors are selected and have qualified, are as follows:

<u>Name</u>	<u>Position</u>
Joe Kuipers	Director and President
Henry Pratt	Director and Vice President
Caryn Carreiro	Director and Secretary

IX. BYLAWS

In furtherance and not in limitation of the powers conferred by statute, the following specific provisions are made for the regulation of the business and the conduct of the affairs of the Association:

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1. Subject to such restrictions, if any, as are herein expressed and such further restrictions, if any, as may be set forth in the Bylaws, the Board of Directors will have the general management and control of the Association and may exercise all of the powers of the Association except such as may be by statute, or by the Bylaws as constituted from time to time, expressly conferred upon or reserved by the members.

2. Subject always to such Bylaws as may be adopted from time to time by the members, the Board of Directors is expressly authorized to adopt, alter and amend the Bylaws of the Association as provided in the Bylaws, but any Bylaw adopted, altered, or amended by the Directors may be altered, amended, or repealed by the members.

3. No Director or officer of the Association will, in the absence of fraud, be disqualified by his or her office from dealing or contracting with the Association either as vendor, purchaser, or otherwise; nor, in the absence of fraud, will any contract, transaction, or act of the Association be void or voidable or affected by reason of the fact that any such Director or officer, or any firm of which any such Director or officer is a Member or any employee, or any entity of which any such Director or officer is an officer, principal, or employee, has any interest in such contract, transaction, or act, whether or not adverse to the interest of the Association, even though the vote of the Director or Directors or officer or officers having such interest will have been necessary to obligate the Association upon such contract, transaction, or act; and no Director or Directors or officer or officers having such interest will be liable to the Association or to any Member or creditor thereof, or to any other person for any loss incurred by it under or by reason of any such contract, transaction, or act; nor will any such Director or Directors or officer or officers be accountable for any gains or profits realized thereon.

X. INCORPORATOR

The name and address of the Incorporator of these Articles is: Joe Kuipers, c/o JAXBDWY Owner LLC, 512 East Washington Street, Suite 200, Orlando, Florida 32801.

XI. REGISTERED OFFICE

The name and Florida street address of the Association's initial registered agent is: Joe Kuipers, c/o JAXBDWY Owner LLC, 512 East Washington Street, Suite 200, Orlando, Florida 32801.

XII. AMENDMENT

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of Directors, or by the Members of the Association owning ten percent (10%) of the Units in the Condominium, whether meeting as Members or acting by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or the members, such proposed amendment or amendments will be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who will thereupon call a special meeting of the Members of the Association for a date not sooner than fourteen (14) days or later than sixty (60) days from the receipt by him or her of the proposed amendment or amendments, and it will be the duty of the Secretary to give each

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Member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice will be mailed or presented personally to each Member not less than fourteen (14) days nor more than sixty (60) days before the date set for such meeting. If mailed, such notice will be deemed to be properly given when deposited in the United States mail, addressed to the Member at his or her Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any Member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, will be deemed equivalent to the giving of such notice to such member. At such meeting or by written approval, the amendment or amendments proposed must be approved by an affirmative vote of the Members owning not less than *two thirds (2/3)* of the Units in the Condominium in order for such amendment or amendments to become effective. The Members may signify their joinder and consent to an amendment by filing such joinder or consent prior to a duly convened meeting at which such amendment or amendments will be presented. Thereupon, such amendment or amendments of these Articles of Incorporation will be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation will be recorded in the public records of the County within thirty (30) days from the date on which the same is filed in the office of the Secretary of State of the State of Florida.

Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles of Incorporation which will abridge, amend, or alter the right of the Developer to designate and select Members of the Board of Directors of the Association, as provided in Article VI hereof, may be adopted or become effective without the prior written consent of the Developer, except as otherwise required by law. Notwithstanding, the foregoing provisions of this Article XII, no amendment to these Articles of Incorporation which will abridge, amend or alter the right of the Members owning Units in Building Two to designate at least two (2) members of the Board of Directors of the Association, as provided in Article IV hereof of the Bylaws or the right of such Director to approve certain portions of the Budget as provided in Article VI of the Bylaws, may be adopted to become effective without the prior written consent of all of the Members owning Units in Building Two.

No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Article VI, Section 2 hereof, without approval in writing by all members. No amendment shall be made that is in conflict with the Act or the Declaration.

XIII. INDEMNIFICATION

Every Director and every officer of the Association will be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or which he or she may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he or she is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, that in the

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event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification will be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

XIV. FIDELITY BONDING

In addition to the indemnification provisions hereof, the Association will obtain and maintain blanket fidelity bonds on each director, officer, and employee of the Association and of any management firm. The total amount of fidelity bond coverage will be based upon the best judgment of the Board of Directors and will not be less than the estimated maximum funds, including reserve funds, in the custody of the Association or management firm, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses of the Condominium, including reserves.

The fidelity bond will name the Association as an obligee and will contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds will be paid by the Association as a common expense (except for the premiums on fidelity bonds maintained by the management firm, if any). The bonds will provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' written notice to the Association.

XV. EXISTENCE

The Association will have perpetual existence.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the Incorporator hereto has hereunto set his hand and seal this
31 day of March, 2006.



JOE KUIPERS

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ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for BROADWAY CENTER CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, at the place designated in the Articles of Incorporation of said corporation, I hereby accept such appointment and agree to act in this capacity, and agree to comply with the provisions of law relating to keeping said office open. I further acknowledge that I am familiar with and accept the obligations imposed upon registered agents, including the obligations imposed by Section 507.0505, Florida Statutes.


JOE KUIPERS, Registered Agent
c/o JAXBDWY Owner LLC
512 East Washington Street, Suite 200
Orlando, Florida 32801

SECTION 507.0505
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STANDARD