

NO6000004542

Marion D Lamb III

(Requestor's Name)

217 Pinewood Drive

(Address)

(Address)

Tallahassee Fla 32303

(City/State/Zip/Phone #)

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Mahan Professional Center Condominium  
Building number Five Owners Association  
Inc.

(Business Entity Name)

(Document Number)

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Certificates of Status ☒

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06 APR 25 PM 2: 34

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION**

**OF**

**MAHAN PROFESSIONAL CENTER CONDOMINIUM  
BUILDING NUMBER FIVE OWNERS' ASSOCIATION, INC.,**

**a Florida not-for-profit corporation**

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

**ARTICLE I**

**NAME AND PRINCIPAL ADDRESS**

The name of this corporation shall be Mahan Professional Center Condominium Building Number Five Owners' Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles" and the By-Laws of the Association as the "By-laws". The principal office and address of the corporation shall be 1618 Mahan Center Boulevard, Suite 103, Tallahassee, Florida 32308.

**ARTICLE II**

**PURPOSE**

The primary purpose for which the Association exists is to act as a governing "Association" pursuant to the Condominium Act as it exists on the date hereof (the "Condominium Act") for the operation of that certain commercial condominium located in Leon County, Florida, and known as Mahan Professional Center Condominium Building Number Five, a Condominium (the "Condominium") as designated by the Declaration of Condominium therefor and to operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

**ARTICLE III**

**DEFINITIONS**

The terms used in these Articles shall have the same definitions and as those set forth in the Declaration of Condominium of Mahan Professional Center Condominium Building Number Five, a Condominium to be recorded in the Public Records of Leon County, Florida, and in the Condominium Act, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE IV**

**POWERS AND DUTIES**

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 corporation not-for-profit under the laws of the State of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws, the Condominium Act or Chapter 617, Florida Statutes.

4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Condominium Act, and all of the powers and duties reasonably necessary to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by the Declaration, either expressed or implied, and to take any action reasonably necessary or appropriate to operate and maintain a Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to those specifically enumerated in the Declaration.

(a) 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 operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used to pay:

(1) The cost of operation, maintenance, preservation, enhancement or repair of the condominium property and other costs related thereto, and

(2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium (all thereof, in the event that the Association undertakes no other activities); 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 unit owners to be expended 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 unit owners.

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

(c) To maintain, repair, replace and operate the common elements.

(d) To purchase insurance upon condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.

(e) To improve condominium property further and, after casualty, to reconstruct improvements.

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

(g) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association, and the regulations for the use of the property of the condominium.

(h) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties in performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repairs and replacement of common elements with funds as shall be available by the Association for such purposes. The Association and its officers, shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) 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.

(j) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

(k) To encumber, lease or grant other possessory or use interests or easements in any and all property which the Association may acquire or control, including but not limited to the common elements of the condominium and any recreational facilities.

(l) 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 law of the State of Florida with regard to maintenance of records.

(m) 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.

(n) To employ all personnel and engage such professional services as are reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(o) 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.

(p) To enact rules and regulations concerning the use and enjoyment of the units, the common elements and of the property owners by the Association not inconsistent with the Declaration of Condominium.

(q) Any officer or director individually or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that he or such firm or corporation so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

4.3 Consolidation with Other Condominium Associations: The Association shall have the power to merge or consolidate with other condominium associations and transfer the properties, rights and obligations of the Association to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by the Declaration, together with the covenants and restrictions established by such other association. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by the Declaration, except as provided in the Declaration.

4.4. Condominium 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.

4.5 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida not-for-Profit Corporation Statute.

- 4.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Condominium Act, provided that in the event of conflict, the provisions of the Condominium Act shall control over those hereof and of the Declaration and By-Laws to the extent that the Condominium Act is more restrictive.

## **ARTICLE V**

### **MEMBERS**

- 5.1 Membership: The members of the Association shall consist of all the record owners of a Unit as further provided in the By-Laws. Membership shall be established as to each Unit upon the recording of a Declaration, or any amendment to a Declaration, submitting the property which included the Unit to the Condominium Form of Ownership. Upon the transfer of ownership of the Unit and upon the recordation amongst the public records of Leon County, the county in which the Condominium is located, of the warranty deed, the new Unit Owner shall thereupon become a member of the Association, and the membership of the prior Unit Owner as to the Unit designated shall be terminated, provided, however, that the Association shall not have the responsibility or obligation of recognizing any such change in membership until it has been duly notified by the new Owner, together with the new Owner's mailing address and his local agent (if any) if the new Owner resides outside of the State of Florida.
- 5.2 Assignment: The share of each member in the funds and assets of the Association, the Common Elements, and the Common Surplus, and any membership in this Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that membership is established.
- 5.3 Voting: On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit. In the event any Unit is owned by more than one (1) person and/or by any entity, the vote for such Unit shall be cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one (1) Unit shall be entitled to one (1) vote for each Unit owned.
- 5.4 Meetings: The By-Laws shall provide for an annual meeting of the members of the Association and shall make provision for special meetings.

## **ARTICLE VI**

### **DIRECTORS**

- 6.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors consisting of not less than one (1) Director nor more than three (3) Directors in accordance with Article 5 of the Association's By-Laws unless otherwise provided by law. Directors, other than designees of the Developer, must be members of the Association.
- 6.2 Election and Term: The number of Directors to be elected, the manner of their election and their respective terms shall be as set forth in Article 5 of the Association's By-Laws.
- 6.3 First Directors: The names and addresses of the initial Directors, who shall hold office until their successors are appointed or elected, are as follows:

NAME

ADDRESS

Waldo Harold Palmer, Jr.

1618 Mahan Center Blvd. #103  
Tallahassee, Florida 32308

Robert C. Dean

1618 Mahan Center Blvd. #103  
Tallahassee, Florida 32308

R. Carlton Dean

1618 Mahan Center Blvd. #103  
Tallahassee, Florida 32308

**ARTICLE VII**

**OFFICERS**

The officers of the Association shall be a President, Secretary, Treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board and the By-Laws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

NAME

OFFICE

ADDRESS

Robert C. Dean

President

1618 Mahan Center Blvd. #103  
Tallahassee, Florida 32308

Waldo Harold Palmer, Jr.

Secretary

1618 Mahan Center Blvd., # 103  
Tallahassee, FL 32303

R. Carlton Dean

Treasurer

1618 Mahan Center Blvd. #103  
Tallahassee, Florida 32308

**ARTICLE VIII**

**INDEMNIFICATION**

- 8.1 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, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that such person is or was a director, officer or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts actually and reasonably incurred by it in connection with the action, suit or proceeding unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that such person did not act in good faith or in a manner it 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 such person had reasonable cause to believe the conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, in and of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not or not opposed to

the best interest of the Association; and, with respect to any criminal action or proceeding, that it had reasonable cause to believe that its conduct was unlawful.

- 8.2 Expenses. To the extent that a director, officer or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- 8.3 Advances. Expenses incurred by an Officer or Director in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested Directors on the Board and upon receipt of an undertaking by or on behalf of such Director or Officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized herein.
- 8.4 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 the laws of the State of Florida, and By-Laws, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.
- Any indemnification under paragraph 8.1 above (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 or committee member is proper under the circumstances because he has met the applicable standard of conduct set forth in paragraph 8.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by approval of not less than a majority of the members.
- 8.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer or committee member of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Association would, have the power to indemnify him against such liability under the provisions of these Articles.
- 8.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 8 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

## ARTICLE IX

### BY-LAWS

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

**ARTICLE X**  
**TERM OF EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE XI**  
**AMENDMENTS**

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

- 11.1 Either (i) a majority of the Board, or (ii) at least one-third (1/3) of the members of the Association, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.
- 11.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the By-Laws for the giving of notice of meeting to members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.
- 11.3 At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the Association. Members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting.
- 11.4 Any number of amendments may be submitted to the members and voted upon by them at any one meeting.
- 11.5 If not less than a majority of the Directors and not less than a majority of the members eligible to vote, sign and acknowledge a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied. Such statement must be executed in the manner required for the execution of a deed.
- 11.6 Anything herein to the contrary notwithstanding, until such time as the Unit Owners other than the Developer elect a majority of the members of the Board of Directors pursuant to these Articles and the By-Laws of the Association, a majority of the Board of Directors may amend these Articles without the necessity of a meeting of the Unit Owners or joinder by the Unit Owners in such amendment.
- 11.7 Limitation. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members without approval in writing by all of the members and the joinder of all record owners of mortgages upon the Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration. Article VI of these Articles may not be amended without the written consent of the Developer as long as the Developer is a member of the Association.
- 11.8 Discrimination. No amendment to these Articles shall be made which discriminates against any Unit Owner(s), or affects less than all of the Unit Owners within John Knox Professional



Offices, a Condominium, without the written approval of all of the Unit Owners so discriminated against or affected.

- 11.9 Recording. Upon the approval of an amendment to these Articles, a copy of the amendment shall be executed and delivered to the Secretary of State, State of Florida, as provided by law, and a copy certified by the Secretary of State shall be recorded in the public records of Leon 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.
- 11.10 Developer Amendments. The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

## ARTICLE XII

### INCORPORATOR

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

#### NAME

#### ADDRESS

Waldo Harold Palmer, Jr.

1618 Mahan Center Blvd., #103  
Tallahassee, Florida 32308

## ARTICLE XII

### INITIAL REGISTERED

### OFFICE, ADDRESS AND NAME OF REGISTERED AGENT

The street address of the initial registered office of the Association is 1618 Mahan Center Blvd., #103, Tallahassee, Florida 32308. The initial registered agent of the Association at that address is Waldo Harold Palmer, Jr.

IN WITNESS WHEREOF, the Incorporator has affixed his signature this 20th day April, 2006.

  
WALDO HAROLD PALMER, JR., Incorporator

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this 20th day of April, 2006 before me, a Notary Public duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Waldo Harold Palmer, Jr. who is personally known to me and to be the person described as the Incorporator in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he subscribed to those Articles of Incorporation.

  
Notary Public  
My Commission Expires:



**Christine M. Anders**  
Commission # DD406984  
Expires May 22, 2009  
Bonded Troy Fain - Insurance, Inc. 800-386-7019

**FILED**

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

06 APR 25 PM 2:34

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In compliance with the laws of the State of Florida, the following is submitted:

First – MAHAN PROFESSIONAL CENTER CONDOMINIUM BUILDING NUMBER FIVE OWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office at 1618 Mahan Center Boulevard, Suite 103, Tallahassee, Florida 32308 as indicated in the foregoing Articles of Incorporation, in the County of Leon, State of Florida, has named Waldo Harold Palmer, Jr. located at the above-registered office, as its Registered Agent to accept service of process within this State.

Having been named to accept service of process for the above stated 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.

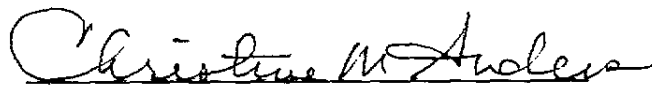
  
WALDO HAROLD PALMER, JR.  
Registered Agent

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this 20th day of April, 2006 before me, a Notary Public duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Waldo Harold Palmer, Jr. to me known to be the person described as above who executed the foregoing Certificate for the purposes set forth herein, and he acknowledged before me that he subscribed to the Certificate described herein.



**Christine M. Anders**  
Commission # DD406984  
Expires May 22, 2009  
Bonded Troy Fain - Insurance, Inc. 900-365-7019

  
Notary Public  
My Commission Expires: