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FLORIDA PROFIT/NON PROFIT CORPORATION

HAMPTON PROFESSIONAL PARK OFFICE CONDOMINIUM ASSOCIA

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ARTICLES OF INCORPORATION

OF

HAMPTON PROFESSIONAL PARK
OFFICE CONDOMINIUM ASSOCIATION, INC.

A Corporation Not For Profit

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

I. NAME AND ADDRESS

The name of the corporation shall be Hampton Professional Park Office Condominium Association, Inc. ("Association"). The street address for the initial principal office of the corporation is 3840 Crown Point Road, Suite B, Jacksonville, Florida 32257.

II. PURPOSE

The purposes and objects of the Association shall be to administer the operation and management of Hampton Professional Park Office Condominium ("Condominium") which may be established by recordation of the Declaration of Condominium for the Condominium, in accordance with the Florida Condominium Act, 718, Florida Statutes ("Act") upon certain real property situated in Duval County, Florida. The Association shall 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 which win be adopted ("Bylaws") pursuant hereto and the Declaration of Condominium ("Declaration") which will be recorded in the public records of the County, as and when the property described in the Declaration as amended together with the improvements situated thereon 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 lands submitted to the condominium form of ownership, the improvements thereon and such other property, real and/or 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 shall be conducted as a nonprofit Organization for the benefit of its members. The powers of the Association to operate and administer the property shall 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 Amendment thereto. All terms contained herein shall have the same meaning as contained in the Declaration.

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III. POWERS

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the laws of Florida. These include, but are not limited to, all power, authority and right to:

1. Make, establish and amend reasonable rules and regulations governing use of the Units, common Elements, Limited Common Elements in and of the Declaration.

2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium as will be provided in the Declaration and the Bylaws including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including the Units, which may be necessary or convenient in the operation and management of the Condominium in accomplishing the purposes set forth in the Declaration.

3. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and to further improve and add to the Condominium Property.

4. Contract for the management of the Condominium and, in connection therewith, to delegate any and/all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration and the Bylaws.

5. To employ personnel to perform the services required for the proper operation of the Condominium.

6. To enforce the provisions of these Articles of Incorporation, the Declarations, the Bylaws, and all rules and regulations governing use of the Condominium which may hereafter be established.

7. To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

8. To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

9. To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided in the Declaration.

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10. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

11. To grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

12. To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which related to the surface water or stormwater management system.

13. To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

14. To acquire title to property, both real and personal or otherwise hold, convey, lease and mortgage association property for the use and benefit of the members.

15. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and the Declaration, Bylaws and the Act.

IV. MEMBERS

The qualifications of members, manner of their admission to and termination of membership and voting members shall be as follows:

A. The owners of all Units in the Condominium shall be members of the Association including the Developer, Hampton Professional Park, LLC and no other persons or entities shall be entitled to membership except as provided for in Paragraph E of this Article IV.

B. Membership shall 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 shall be automatically terminated when such person or entity is divested of all title or his or her entire fee ownership in such Unit; provided, that nothing herein contained shall 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 shall retain fee ownership interest in any Unit. Membership shall terminate upon the conveyance or transfer of fee title membership.

C. 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 shall be expended, held or used only for the benefit of membership and for the purposes authorized herein, in the Declaration, and in the Bylaws.

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D. On all matters upon which the membership shall be entitled to vote, as hereinafter provided, there shall be one, and only one, vote for each Unit in the Condominium, which vote may be exercised or cast by the owner(s) of each Unit as provided for in the Bylaws. Should any member own more than one Unit such member shall be entitled to exercise or cast one vote for each such Unit owned, in the manner provided for in the Bylaws.

E. Until the first Unit is conveyed to a nondeveloper Unit Owner, the membership of the Association shall be comprised of the directors as set forth in Article X each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

V. EXISTENCE

The Association shall have perpetual existence.

A. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

VI. PRINCIPAL OFFICE

The principal office of the Association shall 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 from time to time be designated by the Board of Directors.

VII. BOARD OF DIRECTORS

The number of members of the first Board of Directors shall be three (3). The number of members of succeeding Boards of Directors shall be as provided in the Bylaws. When Unit Owners other than Hampton Professional Park, LLC ("Developer") own fifteen percent (15%) or more of the Units that ultimately will be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the Bylaws, not less than one third (1/3) of the members of the Board of Directors of the Association. Unit Owners other than the Developer shall be entitled to elect, in a manner to be provided in the Bylaws, not less than a majority of the members of the Board of Directors: (a) three (3) years after fifty percent (50%), but less than ninety percent (90%), of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or (b) three (3) months after ninety percent (90%) of the Units that ultimately will be operated by the Association have been completed, and some of the units have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or seven (7) years after recordation of the Declaration of Condominium whichever shall first occur. The Developer shall be entitled to elect

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not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

Notwithstanding the foregoing, Developer shall 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. After Unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall within a reasonable time and in a manner to be provided in the Bylaws, relinquish control of the Association and shall deliver to the Association all property of the Unit owners and the Association held or controlled by the Developer.

IX OFFICERS

The Board of Directors shall elect at the annual meeting of members each year, a President, Secretary, Treasurer, and as many Vice President, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall 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 shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

VIII. FIRST BOARD OF DIRECTORS

The name and addresses of the members of the first Board of Directors who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the Bylaws, shall 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:

John M. Powers	50 A1A North, Ponte Vedra Beach, FL 32082
William G. Pitts	3840 Crown Point Road, Suite B, Jacksonville, FL 32257
Bradley M. Bowen	50 A1A North, Ponte Vedra Beach, FL 32082

IX. SUBSCRIBERS

The name and address of the Subscriber of these Articles is William G. Pitts, 3840 Crown Point Road, Suite B, Jacksonville, Florida 32257.

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X. REGISTERED OFFICE

The street address for the Association's initial registered office shall be 3840 Crown Point Road, Suite B, Jacksonville, Florida 32257 and its initial registered agent at that address is William G. Pitts.

XIII. 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 corporation:

(1) Subject to such restrictions, if any, as are herein expressed and such further restrictions, if any, as may be set forth in the By-Laws, the Board of Directors shall have the general management and control of the business and may exercise all of the powers of the corporation except such as may be by statute, or by the By-Laws as constituted from time to time, expressly conferred upon or reserved by the stockholders.

(2) Subject always to such By-Laws as may be adopted from time to time by the stockholders, the Board of Directors is expressly authorized to adopt, alter and amend the By-Laws of the corporation, but any By-Law adopted, altered or amended by the Directors may be altered, amended or repealed by the stockholders.

(3) The corporation shall have such officers as from time to time may be provided in the By-Laws and such officers shall be designated in such manner and shall hold their offices for such terms and shall have such powers and duties as may be prescribed by the By-Laws or as may be determined from time to time by the Board of Directors subject to the By-Laws.

(4) No Director or officer of this corporation shall, in the absence of fraud, be disqualified by his or her office from dealing or contracting with this corporation either as vendor; purchaser or otherwise, nor, in the absence of fraud, shall any contract, transaction or act of this corporation 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 corporation of which any such director or officer is an officer, director, stockholder or employee, has any interest in such contract, transaction or act, whether or not adverse to the interest of this corporation, even though the vote of the director or directors or officer or officers having such interest shall have been necessary to obligate this corporation upon such contract, transaction or act; and no director or directors or officer or officers having such interest shall be liable to this corporation or to any stockholder or creditor thereof to any other person for any loss incurred by it under or by reason of any such contract, transaction or act; nor shall any such director or directors or officer or officers be accountable for any gains or profits realized thereon.

XIV. INDEMNIFICATION

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Every Director and every officer of the Association shall 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 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 where in the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, that in the 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 herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

XV. AMENDMENTS

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 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 members, such proposed amendment or amendments shall be transmitted to the President of the Association or the acting chief executive officer in the absence of the President, who shall 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 shall be the duty of the Secretary to give each 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 shall be mailed or presented personally to each member not less than fourteen (14) days nor more than sixty (60) days before the date set such meeting. If mailed, such notice shall 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, shall 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 will be presented. Thereupon, such amendment or amendments of these Articles of Incorporation shall 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 shall 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.

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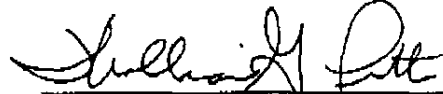
Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

ARTICLE XVI FIDELITY BONDING

In addition to the indemnification provisions hereof, the Association shall 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 shall be based upon the best judgment of the Board of Directors shall 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 150 percent (150%) of the estimated annual operating expenses the Condominium, including reserves.

The fidelity bond shall name the Association as an obligee and shall 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 shall 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 shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association.

IN WITNESS WHEREOF, the Subscriber hereto has hereto set his hand and seal this 7th day of September, 2005.



William G. Pitts

STATE OF FLORIDA
COUNTY OF DUVAL

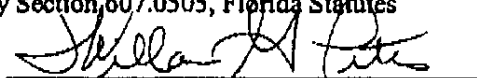
I HEREBY CERTIFY that on this 7th day of September, 2005, before me, the undersigned authority, personally appeared William G. Pitts, to me known to be the person who executed the foregoing Articles of Incorporation, for purposes therein expressed and who is personally known to me or who has produced _____ as identification.



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ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for Hampton Professional Park Office Condominium Association, Inc., a Florida 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 607.0505, Florida Statutes


William G. Pitts

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