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FLORIDA PROFIT/NON PROFIT CORPORATION

J.C. MEDICAL CENTER CONDOMINIUM ASSOCIATION, INC.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION  
FOR  
J.C. MEDICAL CENTER CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to Chapter 617, Florida Statutes, hereby adopts the following Articles of Incorporation:

**ARTICLE 1**

The name of the corporation shall be **J.C. MEDICAL CENTER CONDOMINIUM 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".

**ARTICLE 2**

The principal office and mailing address of the Association shall be at 10377 South US Highway 1, Port Saint Lucie, Florida, 34952, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**ARTICLE 3**

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 that certain condominium located in St. Lucie County, Florida, and known as **J.C. MEDICAL CENTER CONDOMINIUM** (the "Condominium"), located upon the following lands in St. Lucie County, Florida, legally described in Exhibit "1" attached hereto. All terms used herein shall have the meanings ascribed to such terms in the Declaration of Condominium (the "Declaration") for the Condominium except as otherwise expressly defined herein.

**ARTICLE 4**

The Association shall make no distribution of income to the members, directors or officers.

**ARTICLE 5**

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

A. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the By-Laws or the Act.

B. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the 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, the following:

1. To make and collect Assessments and other charges against Unit Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.
2. To maintain, repair, replace, add to and operate the Condominium Property and/or Association Property, and other property acquired or leased by the Association.
3. To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners, and otherwise as required pursuant to the Declaration.
4. To reconstruct improvements after casualty and to make further improvements of the Condominium Property as provided in the Declaration.
5. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and Association Property and for the health, comfort, safety and welfare of the Unit Owners.
6. To approve or disapprove the alteration and/or improvement of Units, and the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
7. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property and Association Property.
8. To contract for the management and maintenance of the Condominium Property and/or Association Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements and Association Property with such funds as shall be made 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 Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
9. To employ personnel to perform the services required for proper operation of the Condominium.

10. To exercise all rights and perform all obligations of the Association as established in the Declaration or under Applicable laws, to the extent not restrained by the Declaration.

C. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

D. 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 Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

#### ARTICLE 6

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

A. All Unit Owners shall be members of the Association and no other person or entities shall be entitled to membership except as provided in this Article 6.

B. Membership shall be established by the acquisition of title to a Unit in the Condominium, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his or her being divested of all title to the Unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more units, so long as such party shall retain title to a Unit.

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 for which that interest is held. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same shall be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws which may be hereinafter adopted.

D. On all matters upon which the membership shall be entitled to vote, each Unit Owner shall have that number of votes set forth in the Declaration, but all such votes must be cast in the same manner (e.g., if a Unit has 50 votes, it must cast the 50 votes as if it were one vote, but for purposes of determining approval, the weight will be that of 50 votes. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned (but may cast the votes for each Unit differently than the votes for another Unit that such person or entity owns).

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

### ARTICLE 7

The Association shall have perpetual existence.

### ARTICLE 8

The affairs of the Association shall be administered by the President of the Association, assisted by the Vice President, Secretary and Treasurer, and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. 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/Treasurer

Francis Conidi, M.D.  
1700 S.E. Hillmoor Drive, Suite 102  
Port St. Lucie, Florida 34952

Vice President:

Andrew T. Walker, M.D.  
1615 N.W. Federal Highway  
Stuart, Florida 34994

Secretary:

Andrew S. Gallant, M.D.  
1615 N.W. Federal Highway  
Stuart, Florida 34994

### ARTICLE 9

A. 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 By-Laws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association.

B. 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.

C. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by 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 by the By-Laws.

D. 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. The names and addresses of the members 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>
Francis Conidi, M.D.	1700 S.E. Hillmoor Drive, Suite 102 Port St. Lucie, Florida 34952
Andrew T. Walker, M.D.	1615 N.W. Federal Highway Stuart, Florida 34994
Andrew S. Gallant, M.D.	1615 N.W. Federal Highway Stuart, Florida 34994

So long as the developer (the "Developer") **PSI MEDICAL COMPLEX, LLC, a Florida limited liability company**, is the owner of any Unit in the Condominium, said Developer shall have the right to designate and select the persons who shall serve as members of each Board of Directors of the Association, which right is subject to modification and /or cancellations, in accordance with Chapter 718, Florida Statutes, and the By-Laws. The Developer may designate and select the persons to serve as members of the Board of Directors in the manner provided in the By-Laws of the Association. The rights of Developer may be assigned by it to any other party taking over the Developer's position in the Condominium.

#### ARTICLE 10

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 11

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's 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 in which he or she may become involved, by reason of him or her 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 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.

#### ARTICLE 12

An amendment or amendments to these Articles may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the directors, or by the members of the Corporation owning a majority of the votes of the members of the Association, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or the Secretary of the Association by a date not sooner than twenty (20) days, nor 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 or printed 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 ten (10) days, nor more than thirty (30) days before the date set forth for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, Certified Mail, Return Receipt Requested, addressed to the member at his Post Office address as it appears on the records of the Association, the 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 or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of members owning not less than a majority of the total votes of the members and a majority of the entire membership of the Board of Directors in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles shall be transcribed and certified in such form as may be necessary to register the same in the office of amendment of the Florida Department of State, a certified copy thereof shall be recorded in the Public Records of St. Lucie County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles, the written votes of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written votes are delivered to the Secretary of the Association at or prior to such meeting. No one person may be designated to hold more than two (2) proxies.

Notwithstanding the foregoing provisions of this Article 12, no amendment to these Articles which shall abridge, amend or alter the right of the Developer to designate and select members to the Board of Directors of the Association, as provided in Article 9 hereof, may be adopted or become effective without the prior written consent of Developer, and provided, further, that in no event shall there be any amendment to these Articles so long as the Developer shall own at least one (1) Unit in the Condominium without the prior written consent of the Developer being first had and obtained.

**ARTICLE 13**

The name and address of the person signing these Articles of Incorporation as Incorporator is:

Adam R. Schiffman, Esquire  
2999 N.E. 191 Street, Suite 900  
Aventura, Florida 33180

**ARTICLE 14**

The initial registered office of this corporation shall be at 2999 N.E. 191 Street, Suite 900, Aventura, Florida 33180, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Adam R. Schiffman, Esquire.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 17<sup>th</sup> day of August, 2006.

  
\_\_\_\_\_  
ADAM R. SCHIFFMAN, ESQUIRE

**ACCEPTANCE OF REGISTERED AGENT**

Having been named to accept service of process for the above stated corporation, at the place designated in Article 14 of these Articles of Incorporation, the undersigned hereby agrees to act in this capacity, and further agrees to comply with the complete discharge of his duties.

DATED this 17<sup>th</sup> day of August, 2006.

  
\_\_\_\_\_  
ADAM R. SCHIFFMAN, ESQUIRE

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

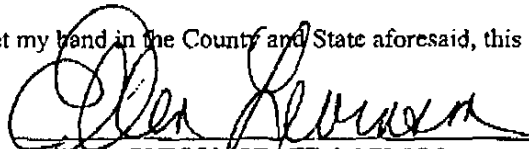
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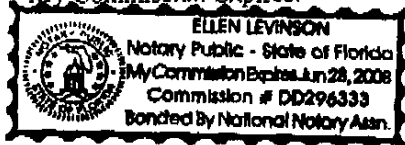
STATE OF FLORIDA :  
: SS.  
COUNTY OF MIAMI-DADE :

**BEFORE ME**, a Notary Public authorized in County and State set forth above, personally appeared Adam R. Schiffman, Esquire, known to me and known to be the person who, as Incorporator and Registered Agent, executed the foregoing Articles of Incorporation of **J.C. MEDICAL CENTER CONDOMINIUM ASSOCIATION, INC.**, and he acknowledged before me that he executed same.

**IN WITNESS WHEREOF**, I have hereunto set my hand in the County and State aforesaid, this 17<sup>th</sup> day of August, 2006.

  
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:



[Affix Notary Seal]