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AMENDED +
RESTATED
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MAILING ADDRESS:
P.O. BOX 1620
STUART, FL 34995

ROBERT A. BURSON, P.A.
ATTORNEYS

(772)286-1616
Fax (772)286-5257
info@robertburson.com

February 6, 2008

ROBERT A. BURSON
BOARD CERTIFIED REAL ESTATE LAW

Secretary of State
Corporate Records Bureau
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

By UPS

Re: First Amendment and Restatement of Articles of Incorporation for St. James Professional Plaza
Condominium Association, Inc.;

Document number N06000010212

Gentlemen:

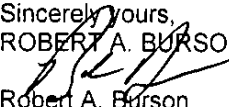
Enclosed please find the following for the above corporation:

01. Original First Amendment and Restatement of the Articles of Incorporation
02. One copy of the above for certification.
03. A check in the amount of \$78.50 for the following expenses:

A.	Filing Fees	\$35.00
B.	Certified Copy	\$ 8.75
	TOTAL	\$43.75
04. A second check in the amount of \$35.00 for use in the event a fee is required for the Registered Agent Designation which is included in the above document. I am not certain that this fee is applicable because **the registered agent remains the same.**

If not needed, please return this check.

Thank you for your assistance, and if you have any questions, please do not hesitate to contact me.

Sincerely yours,

ROBERT A. BURSON, P.A.
Robert A. Burson

enclosures as listed
F:\E\ASSOC\ST JAMES PROFESSIONAL\05-200\LETTER SEC OF STATE-02

**FIRST AMENDMENT AND RESTATEMENT
OF THE
ARTICLES OF INCORPORATION
FOR
ST. JAMES PROFESSIONAL PLAZA CONDOMINIUM ASSOCIATION
INC.**

FILED
08 FEB -7 PM 2:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator, acting prior to the election of officers and Board Members and prior to there being any Members, hereby amends the Articles of Incorporation filed on September 28, 2006 by deleting each of the original Articles I through XIX, both inclusive, and replacing them with the following (**Capitalized words are as defined in Article IV**):

**ARTICLE I
NAME AND ADDRESS**

- 1.01 The name of this corporation is St. James Professional Plaza Condominium Association, Inc.. The principal office and mailing address of the corporation is 225 N. W. St. James Drive, Port St. Lucie, Florida 34983.

**ARTICLE II
TERM**

- 2.01 The term of this corporation shall commence as of the date of the filing of these Articles with the Secretary of State.
- 2.02 This corporation shall have perpetual existence.

**ARTICLE III
PURPOSE**

- 3.01 This corporation is organized for the purpose of providing an entity under the Condominium Act for the operation of a commercial condominium located in St. Lucie County, Florida, and known as St. James Professional Plaza.

**ARTICLE IV
DEFINITIONS**

- 4.01 **General.** Except as expressly herein defined, the terms used in these Articles, in the Declaration, in the Bylaws and in the Rules and Regulations of the Association, shall have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of

any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

4.02 Specific. The following terms shall have the specific meanings herein defined, to wit:

when finished other changes, do global searches of each definition to be sure they are used in the articles and if not used, then delete as a definition

- A. **"Articles"** shall mean the Articles of Incorporation of the Association, as filed with the Secretary of State of the State of Florida on September 28, 2006, as amended by this document and as may be further amended.
- B. **"Assessment"** means a share of the funds required for the payment of the Common Expense which is from time to time assessed against a Unit owner.
- C. **"Association"** means St. James Professional Plaza Condominium Association, Inc., a Florida corporation not for profit, the corporate entity responsible for the operation of the Condominium.
- D. **"Association Documents"** means this Declaration, the Articles, the Bylaws, and the Rules and Regulations, all as may be amended from time to time.
- E. **"Board of Administration" or "Board"** shall mean the board of directors of the Association, which shall have as its members those individuals initially listed in the Articles, as subsequently appointed by the Developer and as subsequently elected by the Unit Owners in accordance with this Declaration, the Articles and the Bylaws.
- F. **"Board Members"** are those individuals serving as members of the Board.
- G. **"Bylaws"** mean the bylaws of the Association existing from time to time.
- H. **"Common Element"** includes within its meaning the Condominium Property which is not included within the Units; easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to a Unit and to any Common Element; easements of support in every portion of a Unit which contribute to the support of a building; and easements and property required for the furnishing of utilities and other services to more than one (1) Unit or to a Common Element.
- I. **"Common Expense"** means any expense or obligation for the payment of

money properly incurred by the Association for the Condominium.

- J. **"Common Surplus"** means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and all revenues on account of the Common Elements, over the Common Expenses.
- K. **"Condominium Act"** means Chapter 718 of the Florida Statutes.
- X **"Condominium"** means St. James Professional Plaza Condominium according to the declaration of condominium thereof to be recorded in the public records of St. Lucie County, Florida.
- L. **"Condominium Property"** means the lands, leaseholds and personal property that are subjected to the condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto for use in connection with the Units and the Common Elements.
- M. **"Declaration"** means the Declaration of Condominium for St. James Professional Plaza Condominium as recorded in the Official Records of St. Lucie County, Florida, by which the Condominium Property is created, as from time to time amended.
- N. **"Developer"** means Robert F. Machen, Jr. and Wendy S. Machen, and their successors and assigns, but does not include a lessee or a Unit Owner who has acquired his Unit for his own occupancy.
- O. **"Institutional Mortgagee"** means the owner and holder of a mortgage encumbering a Unit which owner and holder of said mortgage is either a bank, a life insurance company, a federal or state savings and loan association, a real estate or mortgage investment trust, a credit corporation having assets in excess of fifty million dollars, a federal or state agency, the Federal National Mortgage Association, its successors and assigns, the Developer, any other generally recognized lender and investor, and such other mortgagees as shall be acceptable to and approved by the Board of Administration.
- P. **"Lien Charges"** shall mean any and all Assessments made by the Association in accordance with the provisions of the Association Documents, and all other costs of collection of any past due amount, including but not limited to the following:
 - 1. any applicable interest on the Assessments,
 - 2. any applicable late charges,
 - 3. the costs of preparation and recordation of the Notice of Lien,

4. the costs of preparation and recording the Satisfaction of Lien,
 5. any applicable interest due on any advance made by the Association on behalf of a Member who is in default in payment of any amounts due to the Association, and
 6. any costs of collection, including, but not limited to, court costs and reasonable attorney's fees and paralegal fees from the beginning of the collection process through all trial and appellate levels, and including attorney's fees and paralegal fees and collection costs even if suit is not filed.
- Q. **"Limited Common Element"** means a Common Element reserved by the Declaration for the use of a certain Unit to the exclusion of other Units.
- R. **"Member"** shall mean and refer to the person or persons or other legal entity or entities, including Developer, holding fee simple interest of record to any Unit, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation, and specifically excluding:
1. purchasers under executory contracts of sale, and
 2. any mortgagee unless and until such mortgagee has acquired the fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- S. **"Operation"** means the operation, administration and management of the Condominium Property and the Association.
- T. **"Rules and Regulations"** shall mean administrative rules and regulations established by the Board to govern the details of the use and maintenance of Units and Common Areas, in order to insure compliance with the Association Documents.
- U. **"Turnover"** shall mean the relinquishment of control of the Association by the Developer to the Members, including the delivery to the Members of the Association records, Association financial documentation, any agreements entered into by the Association, the Association funds existing as of the Turnover Date, the resignations of all Developer appointed Board Members and officers and Registered Agent, and the acceptance of control of the Association by the Unit Owners.
- V. **"Turnover Date"** is the date that Unit Owners other than the Developer elect a majority of the members of the Board of Administration of the Association, the Developer relinquishes control of the Association, and the Unit Owners shall accept control of the Association.

- W. **"Unit"** means a part of the Condominium Property which is subject to exclusive ownership as specified in the Declaration and includes an undivided share in the Common Elements and the Common Surplus.
- X. **"Unit Owner"** means the owner of a Unit.
- Y. **"Utility Service"** shall include, but shall not be limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal, cable television and communication equipment and other services by governmental authorities.

ARTICLE V POWERS

- 5.01 The Association shall have all of the powers of a corporation not for profit which are not in conflict with the provisions of these Articles or prohibited by the Condominium Act or other law. All of the powers and duties of the Association existing under the Condominium Act, the Declaration, the Articles and the Bylaws shall be exercised exclusively by the Board, or its duly authorized agents, contractors or employees, subject only to the approval by Members when that approval is specifically required by the Declaration, the Articles and the Bylaws. The powers and duties of the Association and of the Board shall include, but shall not be limited to the following:
- A. To manage the Condominium Property.
 - B. To contract, sue, or be sued. After control of the Association is obtained by Members other than the Developer, the Association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all Members concerning matters or common interest, including but not limited to the Common Elements and commonly-used facilities. The statute of limitations for any actions in law or equity that the Association may have shall not begin to run until the Members have elected a majority of Board Members.
 - C. To enter each Unit during reasonable hours as necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs as necessary to prevent damage to the Common Elements or to another Unit or Units.
 - D. To fix, establish, levy and collect Assessments against Members as owners

of the Units for the purpose of exercising its powers and carrying out its responsibilities.

- E. To lease and maintain the Common Elements.
- F. To assert and foreclose liens for unpaid Assessments. The Association has a lien on each Unit for all Lien Charges. It also has the power to purchase the Unit at the foreclosure sale and to hold, lease, mortgage or convey it.
- G. To 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. To modify easements. The Association, without the joinder of any Member, may grant, modify or move any easement for ingress and egress or for utilities purposes of the easement constitutes part of the Common Elements.
- I. To authorize certain amendments. If there is an omission or error in the Declaration or other document required by law to establish the Condominium, an amendment to the Declaration correcting the error may be approved as provided in the Declaration. This procedure for amendment cannot be used if such an amendment would materially or adversely affect property rights of Members, unless affected Members consent in writing.
- J. To make and amend reasonable Rules and Regulations for the use and appearance of the Condominium Property and Common Elements in the Condominium for the benefit, health, safety, welfare, and happiness of the Members of the Association.
- K. To maintain accounting records.
- L. To obtain and pay for insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the Common Elements.
- M. To furnish annual financial reports to members.
- N. To give notice of liability exposure. If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Members, who shall have the right to intervene and defend.
- O. To provide certificates of unpaid Assessment. Any member, mortgagee or other record lienholder has the right to require from the Association a

certificate showing the amount of unpaid Assessments respecting the Member's Unit.

- P. To pay the annual fees due to the State of Florida.
- Q. To maintain records for management of the Condominium Property.
- R. To contract for management of the Condominium Property.
- S. To pay taxes or assessments against the Condominium Property or the Association.
- T. To pay the costs of utilities services.
- U. To 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. To levy fines. The Board may levy fines against a Unit if, and in the manner, provided in the Declaration.
- W. To authorize private use of the common elements.
- X. To repair or reconstruct improvements as to the Common Elements.
- Y. To accept a Certificate of Compliance from a licensed electrical contractor as evidence of compliance of the Condominium Units to the applicable fire and life safety code.
- Z. To buy, sell, trade, lease, improve and encumber property, real or personal.
- AA. To maintain, repair, replace, reconstruct after casualty, operate and manage the Condominium Property and any property owned or leased by the Association.
- BB. To enforce through legal means the terms and provisions of the Association Documents.
- CC. To hire agents and employees to discharge the responsibilities of the Association to maintain the Common Elements of the Condominium.
- DD. To do such things as are otherwise specifically provided in the Association Documents.

- 5.02 The Association shall, in exercising these and all other powers, be subject to and act in accordance with the Condominium Act, the Declaration, the Articles and the Bylaws.

ARTICLE VI STOCK AND DISTRIBUTIONS

- 6.01 The Association shall not issue any shares of stock.
- 6.02 The Association shall not pay any dividends or distribute any part of the income of the Association, if any, to its Members, Board Members or officers. All monies and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration, these Articles and Bylaws.
- 6.03 Nothing herein, however, shall be construed to prohibit the Association from conferring benefits upon its' Members in conformity with its' purposes or from making any payments or distributions to Members of monies or properties upon dissolution or final liquidation as permitted by the Condominium Act.
- 6.04 The Association may reimburse its Board Members, officers and Members for expenses authorized and approved by the Board of Directors and incurred for or on behalf of the Association.
- 6.05 The Association may pay reasonable compensation to its Board Members, officers and Members for actual services rendered to the Association, as authorized and approved by the Board.

ARTICLE VII MEMBERSHIP

- 7.01 Membership shall be appurtenant to and may not be separated from the ownership of a Condominium Unit.
- 7.02 The Developer shall be a Member of the Association until all Condominium Units that may be added ultimately to the Condominium have been added and sold.

ARTICLE VIII VOTING RIGHTS

- 8.01 The voting rights of Members shall be as set out in the Bylaws.

**ARTICLE IX
BOARD OF ADMINISTRATION**

- 9.01 The number of members of the Board of Administration may be either increased or decreased from time to time by the Bylaws, but shall never be less than the number required by Section 617.0803 Florida Statutes. The initial Board Members and their addresses shall be:

Robert F. Machen, Jr.
225 NW St. James Drive
Port St. Lucie, FL 34983

Wendy S. Machen
225 NW St. James Drive
Port St. Lucie, FL 34983

Jennifer Dietz
225 NW St. James Drive
Port St. Lucie, FL 34983

- 9.02 At the Turnover Meeting and at each annual meeting thereafter, the Members shall elect members of the Board of Administration for terms as set forth in the Bylaws. Electees need not be Members of the Association.

**ARTICLE X
INCORPORATOR**

- 10.01 The name and address of the incorporator of these Articles of Incorporation are:

Robert F. Machen, Jr.
225 N. W. St. James Drive
Port St. Lucie, FL 34983

**ARTICLE XI
BYLAWS**

- 11.01 The original Bylaws of the Association shall be adopted by the incorporator. Thereafter, the Bylaws may be altered, amended or rescinded by resolution of the Board of Administration only in the manner provided for in the Condominium Act and the Bylaws.

**ARTICLE XII
INDEMNIFICATION OF OFFICERS AND MEMBERS
OF THE BOARD OF ADMINISTRATION**

- 12.01 Every member of the Board of Administration and every officer of the Association shall be defended, held harmless and indemnified by the Association against all expenses and liability, including attorney's fees, payable when due, reasonably incurred by or imposed upon Board Members and officers in connection with any proceeding to which such Board, Board Member or officer may be party, by reason of being or having been a Board Member or an officer of the Association, whether or not such person is a Board Member or an officer at the time such expenses are incurred, except in cases wherein the Board Member or officer is adjudged guilty of willful misfeasance, or malfeasance in the performance of duties; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Board Member or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Administration approves such settlement and reimbursement as being in the interests of the Association.
- 12.02 The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Board Member or officer may be entitled.

**ARTICLE XIII
DISSOLUTION**

- 13.01 The Association may be dissolved in the following manner:
- (a) A resolution to that effect has been adopted by not less than three-fourths of the members of the Board of Administration at a meeting called at least in part for that purpose upon lawful notice, or by execution of a written instrument; and
 - (b) A resolution to that effect has been adopted by all of the Members at a meeting called at least in part for that purpose upon lawful notice, or by the execution of a written instrument; and
 - (c) An appropriate decree has been filed as set forth in Section 617.05, Florida Statutes, or a statute of similar import.

**ARTICLE XIV
DISPOSITION OF ASSETS UPON DISSOLUTION**

14.01 Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

- A. Real property contributed to the Association, without the receipt of other than nominal consideration, exclusive of streets and roads providing access, drainage and utility easements to adjacent lands and property dedicated to any governmental agency or utility, shall be owned by the Members in the same proportions as their ownership of the Common Elements of the Condominium.
- B. Property determined by the Board of Administration to be appropriate for dedication to an applicable governmental agency or utility shall be dedicated to such agency or utility. In the event that acceptance of such dedication is refused, such property shall be granted, conveyed and assigned to a non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.
- C. Any remaining assets shall be distributed among the Members subject to the limitations set forth below, as tenants in common, in the same proportions as their ownership of the Common Elements of the Condominium.
- D. No disposition of Association Property shall be effective to divest or diminish any right or title vested in any Member by a deed or other recorded instrument applicable to the Unit owned by such Member unless made in accordance with provisions of such deed or instrument.
- E. Anything herein to the contrary notwithstanding, the Association shall have the power to invest the amount of any Assessments collected for the purpose of defraying the costs of deferred maintenance and capital expenditures necessary and appropriate to the purposes of the Association. In the event of dissolution, such amount as have been set aside as reserves for deferred maintenance and capital expenditures that are no longer required for such purposes, and the net earnings derived from the investment of such amounts shall be contributed to a charitable organization designated by the Board of Administration; or if such designation is not made by the Board of Administration within a reasonable time, then such designation may be made by the Chief Judge of the Circuit Court of Florida wherein the Registered Office of the Association is located.

**ARTICLE XV
AMENDMENT**

- 15.01 Until the Turnover Date, all amendments or modifications to this document shall only be made by Developer without the necessity of obtaining the consent of the Association, the Members or any mortgagee holding a mortgage on any Unit, provided however, that the Association shall, upon request of Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request.
- 15.02 On and after the Turnover Date, this document may be amended by the consent of the Members of at least seven (7) Units. The consent of mortgagees shall not be required unless the amendment materially affects the rights or obligations of mortgagees. The consent of the Members may be evidenced by a writing signed by the required number of Members obtained without a meeting of the Members or by the affirmative vote of the required number of Members at any regular or special meeting of the Association called and held in accordance with the Bylaws as evidenced by a certificate of the Secretary or Assistant Secretary of the Association.
- 15.03 Amendments for correction of scrivener's error or other non-material changes may be made by Developer alone until the Turnover Date, and by the Board thereafter, and without the need of consent of the Members and mortgagees.
- 15.04 Notwithstanding anything to the contrary herein contained, no amendment to this document shall be effective which shall impair or prejudice the rights or priorities of the Developer, the Association or of any Institutional Mortgagee under this document or any other of the Association Documents without the specific written approval of Developer, Association or any Institutional Mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein contained, no amendment of this Declaration shall be effective which would increase the liabilities of a then Member or prejudice the rights of a then Member or his guests, invites, lessees and licensees to utilize or enjoy the benefits of the Common Areas unless the Member so affected consents to such amendment in writing (or unless such amendment is adopted in accordance with the procedures required for adoption of an amendment to this document after the Turnover Date). Amendments, however, shall in no way impair the general and uniform plan of development originally set forth.
- 15.05 A true copy of any amendment to this document shall be sent by the Association to Developer as long as the Developer owns a Unit, and to all Institutional Mortgagees requesting notice. The amendment shall become effective upon filing with the Florida Secretary of State, Corporations Division and the recording in the public records of St. Lucie County, Florida of a Certificate of Amendment signed by the president, vice president or secretary to which is attached a copy of the amendment as certified by the Florida Secretary of State.

**ARTICLE XVI
GENDER AND NUMBER**

16.01 Wherever herein used, one gender shall include all genders, and the singular shall include the plural and visa versa, as the context requires.

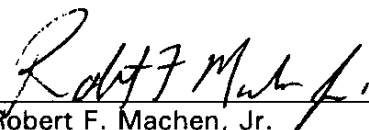
**ARTICLE XVII
REGISTERED AGENT AND REGISTERED OFFICE**

17.01 The Registered Agent for the Association shall be Robert F. Machen, Jr., 225 N. W. St. James Drive, Port St. Lucie, FL 34983.

19.02 The Registered Office of the Association shall be located at 225 N. W. St. James Drive, Port St. Lucie, FL 34983, or at such other place as the Board of Administration shall from time to time direct, with appropriate notice being given to the Secretary of State of Florida in accordance with law.

19.03 The mailing address for the Association shall be 225 N. W. St. James Drive, Port St. Lucie, FL 34983 or such other address as may from time to time be designated by the Board of Administration.

IN WITNESS WHEREOF, the undersigned has signed these First Amended and Restated Articles of Incorporation, on February 6, 2008.

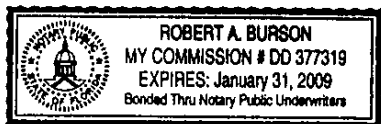

Robert F. Machen, Jr.

STATE OF FLORIDA
COUNTY OF MARTIN

Subscribed and acknowledged before me on February 6, 2008 by Robert F. Machen, Jr.


(Signature of Notary Public)

(Notary Seal)



ROBERT A. BURSON

(Print, type, or stamp commissioned name of Notary Public)

Personally known X or

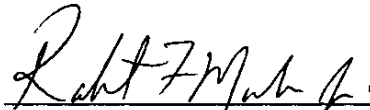
Produced identification _____

Type of identification produced:

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

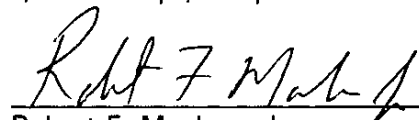
In compliance with Sections 48.091 and 607.0501 Florida Statutes, the following is submitted:

That, desiring to organize or qualify under the laws of the state of Florida, St. James Professional Condominium Association, Inc. with its initial office address of 225 NW St. James Drive, Port St. Lucie, Florida 34983 has named Robert F. Machen, Jr. as its agent to accept service of process within Florida.


Robert F. Machen, Jr.

Title: Incorporator
February 6, 2008

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I acknowledge that I am familiar with, and accept, the provisions of that position.


Robert F. Machen, Jr.
February 6, 2008

F:\E\ASSOC\ST JAMES PROFESSIONAL\05-200\ARTICLES OF INCORPORATION-01D
REVISED 02/06/08