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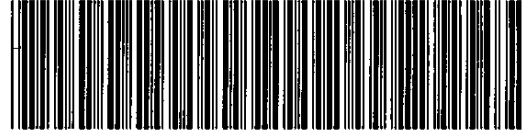
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TALLAHASSEE, FLORIDA

T. Burch **DEC 29 2006**



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 689435 81879A

AUTHORIZATION :

[Handwritten Signature]

COST LIMIT : \$ 78.75

ORDER DATE : December 28, 2006

ORDER TIME : 11:27 AM

ORDER NO. : 689435-005

CUSTOMER NO: 81879A

DOMESTIC FILING

NAME: HAMMOCK MEDICAL AND
PROFESSIONAL CENTER
CONDOMINIUM ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
____ CERTIFICATE OF LIMITED PARTNERSHIP
____ ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
____ PLAIN STAMPED COPY
____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Amanda Haddan - EXT. 2955

EXAMINER'S INITIALS: _____

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2006 DEC 28 PM 2: 30

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
HAMMOCK MEDICAL AND PROFESSIONAL CENTER
CONDOMINIUM ASSOCIATION, INC.**

(A Corporation not for profit under the law of the State of Florida)

The undersigned, hereby associate themselves into a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1 - NAME

The name of the corporation shall be HAMMOCK MEDICAL AND PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as "the Association."

ARTICLE 2 - PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity for the operation and management of HAMMOCK MEDICAL AND PROFESSIONAL CENTER CONDOMINIUM (hereafter the "Condominium") located on lands currently owned by HAMMOCK COVE DEVELOPMENT, L.L.C., in Flagler County, Florida, and to undertake the duties and acts incident to administration, management and operation of said condominium.

2.2 The Association shall make no distributions of income to its members, directors and officers, and shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE 3 - POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit.

3.2 The Association shall have all of the powers and duties set forth in the By-Laws of the Association and Chapters 607 and 617, Florida Statutes and all of the powers and duties reasonable necessary to operate the Condominium pursuant to the Declaration of Condominium to be recorded (hereinafter the "Declaration"), as it may be amended from time to time, including but not limited to the following:

a. To make and establish reasonable rules and regulations governing the use of the Units and Common Elements in the Condominium.

b. To make and collect assessments from members of the Association for the costs, expenses, maintenance and repair of the Condominium.

c. To use the proceeds of assessments in the exercise of its powers and duties. The assessments shall also be used for the maintenance and repair of the surface water or storm water management systems including, but not limited to, work within retention areas, drainage structures and drainage easements and for maintenance and repair of private roads, parking, sidewalks, and landscaping within Common Elements.

d. To maintain, repair, replace, operate and manage the property comprising the Condominium, including the right to reconstruct improvements after casualty and to make further improvements to the Condominium Property.

e. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners and officers and directors.

f. To enforce by legal means the provisions of the Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Association and the Rules and Regulations governing the use of the Condominium Property.

g. To contract for the management of the Condominium and to delegate to such contractors such powers and duties of the Association as needed for the efficient operation of the Condominium, except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

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

i. To acquire title to real and personal property or otherwise hold property for the use and benefit of its members.

j. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Condominium aforementioned.

k. To maintain and repair real and personal property.

l. To operate, maintain and manage the surface water or storm water management system(s) in a manner consistent with the St. Johns River Water Management District permit and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained thereon.

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

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the Provisions of the Declaration of Condominium and the By-Laws.

ARTICLE 4 - MEMBERS

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

4.1 The Members of the Association shall consist of all of the record owners of units in the Condominium. No other persons or entities shall be entitled to membership. After termination of the Condominium, the members of the Association shall consist of those who are members at the time of such termination and their successors and assign.

4.2 Change of membership in the Association shall be established by recording in the Public Records of Flagler County, Florida, a deed or other instrument establishing a record title to a Unit in the Condominium. The Owner or Owners designated by such instrument thus become members of the Association and the membership of the prior owner is terminated. The Association may require delivery to the Association of a true copy of the recorded deed as a condition precedent to any member exercising the right to vote and to use the Common Elements.

4.3 The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit. The funds and assets of the Association belong solely to the Association subject to the limitations and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws.

4.4 On all matters on which the membership shall be entitled to vote, there shall be one vote appurtenant to each unit, which vote may be exercised or cast by the Owner or Owners of each unit in such manner as may be provided in the By-Laws. Should any member own more than one (1) Unit, such member shall be entitled to exercise or cast the aggregate of votes appurtenant to the total number of Units he owns, in the manner provided in the By-Laws.

4.5 Until such time as some portion of the property is submitted to a Plan of Condominium Ownership by the recordation of the Declaration of Condominium, the membership of the corporation shall be comprised of the subscribers to these Articles.

ARTICLE 5 - INCORPORATION

5.1 The name and address of the Incorporator and Subscriber of the Association is as follows:

<u>Name</u>	<u>Address</u>
Timothy J. Conner	2 Jungle Hut Road Palm Coast, Florida 32137

ARTICLE 6 -PRINCIPAL OFFICE

The principal office of the Association shall be initially located at 2 Jungle Hut Road, Suite 1, Palm Coast, Florida 32137, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE 7 - DIRECTORS

7.1 The affairs of the Association shall be managed by a Board consisting of three (3) Directors. After the Developer no longer holds any condominium parcel, the Directors must be members of the Association.

7.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by in the By-Laws.

7.3 The names and addresses of the members of the first Board of Directors who shall hold office until their successors have qualified, are as follows:

<u>Name</u>	<u>Address</u>
John Boback	P.O. Box 668 Flagler Beach, FL 32136
Robyn Boback	P.O. Box 668 Flagler Beach, FL 32136
Timothy J. Conner	2 Jungle Hut Road, Ste. 1 Palm Coast, FL 32137

ARTICLE 8 - OFFICERS

The affairs of the Association shall be administered by the officers elected by the Board of

Directors at its first annual meeting. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
John Boback	PRESIDENT	P.O. Box 668 Flagler Beach, FL 32136
Robyn Boback	TREASURER	P.O. Box 668 Flagler Beach, FL 32136
Timothy J. Conner	SECRETARY	2 Jungle Hut Road, Ste. 1 Palm Coast, FL 32137

ARTICLE 9 - INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having, been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. 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 10 - BY-LAWS

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

ARTICLE 11 - TERM

The term of the Association shall be perpetual.

ARTICLE 12 - AMENDMENTS

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

12.1 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or by owners of a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them.

12.2 Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a day no sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonable detail, which notice shall be mailed to or presented personally to each member not less than fourteen (14) nor more than thirty (30) days before the date set for 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 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 corporation, 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 the members owning not less than seventy-five (75%) percent of the Units in the Condominium in order for such amendment to become effective.

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be promptly recorded in the public records of Flagler County, Florida, promptly.

12.3 At any meeting held to consider any amendment or amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the Association prior to such meeting.

12.4 In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record Unit Owners in the manner required for execution of a deed.

ARTICLE 13 - DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or storm water 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.

IN WITNESS WHEREOF, the subscriber has affixed his signature this 22 day of DECEMBER, 2006.

INCORPORATOR:

By: 

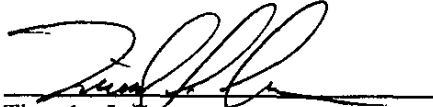
Timothy J. Conner, Incorporator

Certificate Designating Resident Agent

Pursuant to Chapter 48.091, Florida Statutes, HAMMOCK MEDICAL AND PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office as indicated in the Articles of Incorporation in the City of Palm Coast, County of Flagler, State of Florida has named Timothy J. Conner located at 2 Jungle Hut Road, Suite 1, Palm Coast, Florida 32137, as its agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby accept to act in such capacity, and agree to comply with the provision of said Act relative to keeping open said office..



Timothy J. Conner
Registered Agent

**STATE OF FLORIDA
COUNTY OF FLAGLER**

THE FOREGOING instrument was acknowledged before me this 27 day of Dec, 2006, by Timothy J. Conner. He is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Regina Gutierrez
NOTARY PUBLIC

