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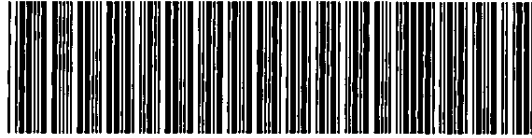
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

T. Hampton MAY 29 2007

LAW OFFICES  
**NEILL, GRIFFIN, TIERNEY, NEILL & MARQUIS**

CHARTERED  
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SUITE 200

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RICHARD V. NEILL, JR.\*  
RENÉE MARQUIS-ABRAMS\*

\*BOARD CERTIFIED WILLS, TRUSTS & ESTATES LAWYER  
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May 23, 2007

Florida Department of State  
Division of Corporations  
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Tallahassee, FL 32314

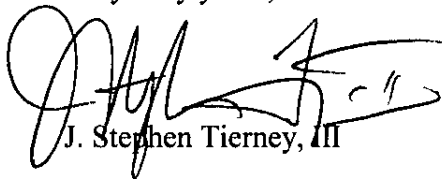
Re: Bethany Professional Center Condominium Association, Inc.

Dear Sir or Madam:

Enclosed please find the original and one copy of Articles of Incorporation, with Acceptance of Registered Agent Designated in Articles of Incorporation, for Bethany Professional Center Condominium Association, Inc., together with our check in the amount of \$70.00 for the filing fee.

Please return a "filed" copy of the articles to this office with your receipt for the filing fee. A return envelope is enclosed for your convenience.

Very truly yours,



J. Stephen Tierney, III

JST/js  
Enclosures

**ARTICLES OF INCORPORATION**  
**of**  
**BETHANY PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC.**  
(A Florida Corporation Not For Profit)

The undersigned incorporator hereby forms a corporation under Chapter 617 of the Laws of the State of Florida.

**ARTICLE I**  
**NAME**

The name of the corporation BETHANY PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC.

**ARTICLE II**  
**ADDRESS**

The street address of the initial principal office of the corporation shall be 441 SW Bethany Drive, Port St. Lucie, FL 34986; and the mailing address of the corporation shall be the same.

**ARTICLE III**  
**THE PURPOSE FOR WHICH THE CORPORATION IS ORGANIZED**

The corporation is organized to be the Association that shall be the condominium association responsible for the operation of Bethany Professional Center, a Condominium pursuant to Declaration of Condominium thereof, recorded in the public records of St. Lucie County, Florida (hereinafter referred to as the Condominium), subject to the terms and restrictions of the Declaration of Condominium and all applicable condominium documents.

**ARTICLE IV**  
**POWERS**

The corporation as the Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with Chapters 718 and Chapter 617 of the Florida Statutes, or the condominium documents as they may be amended. Without negating the generality of the foregoing, the Corporation shall have all of the powers reasonably necessary to implement the purposes of the Association, included but not limited to the following:

A. To make, levy, collect and enforce assessment and charges, including special assessments and charges, and any other costs and/or fees as provided in the Condominium documents against owners of units, in order to provide funds to pay for the expenses of the

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Association and the Corporation, the maintenance, operation and management of the Condominium and the payment of common expenses and other expenses in the manner provided in the Condominium documents, and to use and expend the proceeds of such assessments and charges in the exercise of the powers and duties of the Association;

B. To maintain, establish and enforce reasonable rules governing the use of the Condominium property, including the limited common elements and to the extent authorized, the units.

C. To enforce by legal means the provisions of the Condominium documents and the Condominium Act and bring such legal proceedings as may be reasonably necessary. No litigation may be commenced however without 65 percent approval of the voting interests of the members.

D. To employ such personnel and enter into contracts as may be authorized under Chapter 718 of the Florida Statutes, including for the reconstruction, replacement, and repair of Condominium property.

## **ARTICLE V MEMBERS**

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

A. Until such time as the Condominium is submitted to condominium ownership by the recordation of the Declaration of Condominium, the membership of this Association shall be comprised solely of the members of the Board of Directors.

B. Upon the Condominium being submitted to condominium ownership by the recordation of a Declaration of Condominium, the owners, which shall mean in the first instance Developer, as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of Members.

C. Except as otherwise set forth herein, membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the public records whereupon the membership of the prior owner shall terminate as to that Unit. New members shall deliver the Association a copy of the deed of conveyance, or other instrument of acquisition of title to the Unit in accordance with the Declaration.

D. No Member may assign, hypothecate or transfer in any manner his membership or his share in the funds and assets of the Association except as an appurtenance to his or her Unit.

E. With respect to voting, the following provisions shall apply:

1. Each Unit, including each Unit owned by the Developer, shall be entitled to the votes appurtenant to the respective Unit as set forth in the Declaration of Condominium, which votes shall be exercised and cast in accordance with the Declaration of Condominium documents. In the event there is more than one (1) owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person or entity, such owners shall collectively be entitled to such vote in the manner determined by the Declaration. In the event a Unit is owned by an entity other than an individual, such as a corporation, partnership or LLC, such entity shall designate one individual to vote on behalf of such entity.

2. Unless otherwise set forth in the Declaration of Condominium ByLaws, these Articles, or by Florida Statutes, all votes shall be determined by a vote of the majority of the membership in attendance at any meeting having a quorum as determined in the ByLaws. Proxies may be used as specified in the ByLaws.

## **ARTICLE VI TERM**

The term for which this Corporation is to exist shall be perpetual.

## **ARTICLE VII INCORPORATOR**

The name and address of the Incorporator of these Articles is as follows:

Rachelle Dermody  
6275 4th Street  
Vero Beach, FL 32968

## **ARTICLE VIII OFFICERS**

A. The affairs of the Corporation shall be managed by a President, a Vice President, a Secretary and a Treasurer. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as the Board deems necessary to administer or assist in the administration of the operation or management of the Association and developer shall have the right to be reimbursed for expenses incurred by developer on behalf of the Association in managing the Association.

B. The Board of Directors shall elect a President, Vice President, Secretary, and Treasurer. Such officers shall be elected annually by the Board at the first meeting of the Board following the annual members' meeting and such officers may be removed by the Board in the manner provided in the ByLaws. The same person may hold two (2) offices, however, the offices of President and Vice President shall not be held by the same person.

**ARTICLE IX  
FIRST OFFICERS**

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President – Rachelle Dermody  
Vice President – Craig Stranagan  
Secretary – Ryan Askeland  
Treasurer – Christopher Dermody

**ARTICLE X  
BOARD OF DIRECTORS**

A. The number of Directors on the first Board of Directors shall be three (3). The number of Directors elected by the Members subsequent to the turning over of control of the Corporation to the Members shall be as provided herein. Except for Developer appointed directors, directors must be members or principals of entities that are members.

B. The names and addresses of the persons who are to serve as the first Board of Directors are as follows:

Name	Address
------	---------

Developer reserves the right to designate successor Directors to serve on the Board for as long as the Developer has the right to name Board members. Developer further reserves the right to remove any Director from the Board as long as Developer has the right to appoint Board members.

C. When Unit owners, other than Developer, own fifteen percent (15%) or more of the Units in the Condominium, the Unit owners, other than the Developer, shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors, which election shall take place at a duly called meeting by the Developer. Developer shall designate the remaining Directors to the Board at that initial meeting. The Directors shall continue to be so designated and elected at each subsequent annual meeting until such time as the non-developer Unit owners are entitled to elect not less than a majority of the Directors on the Board. Until such time, the Developer shall be entitled to elect successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by the Developer.

D. Unit owners, other than Developer, are entitled to elect not less than a majority of the members of the Board of Directors upon any of the following events, whichever shall first occur:

1. Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or

2. Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or

3. When all of the Units that will be operated ultimately by the Association have been completed, and some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business; or

4. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

5. Seven (7) years after the recordation of the Declaration of Condominium; or

6. When Developer voluntarily relinquishes Developer's right to designate a majority of the Board in written notice to the Association.

E. When seventy-five (75) days after the Unit owners, other than Developer are entitled to elect a member or members of the Board, the Corporation shall call and give not less than sixty (60) days notice of an election for the members of the Board. The election shall proceed as provided by Florida Statute 718.112(2)(d). The notice may be give by any Unit owner if the Association fails to do so. Upon election of the first Unit owner, other than Developer, to the Board, the Developer shall forward the name and mailing address of the Unit owner Board member.

F. The Developer is entitled to elect one member of the Board of the Association, 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 operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer owned Units in the same manner as any other Unit owner, except for purposes of reacquiring control of the Association or selecting majority members of the Board.

G. If a Developer holds Units for sale in the ordinary course of business none of the following actions may be taken without approval in writing by the Developer:

1. Assessment of the Developer as a Unit owner for capital improvements;

2. Any action by the Association that would be detrimental to the sales of Units by the Developer. However an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental for the sales of Units.

H. At the time that Unit owners, other than Developer, elect a majority of members of the Board, the Developer shall relinquish control of the Association and the Unit owners shall accept control. The Developer shall deliver to the Association, at Developer's expense, all those items required as set forth in Florida Statute 718.301(4) at a time and manner designated therein. Beginning with the first annual members meeting held after the transfer of Association control from the Developer to the Unit owners, the members shall elect the Board to one (1) year terms (except for the Director that may be appointed by the Developer as provided herein). At each annual Member's meeting the number of Directors to be elected shall be determined by the members, but there shall not be less than three (3) directors.

## **ARTICLE XI POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

The Board of Directors shall have such powers and duties of the Corporation as may be granted to Board of Directors' of Association provided under Chapter 617 and 718 of the Florida Statutes, where applicable, and shall include, but not be limited to, the following:

A. To make, levy, collect and enforce assessment and charges, including special assessments and charges, and any other costs and/or fees as provided in the Condominium documents against owners of units, in order to provide funds to pay for the expenses of the Association and the Corporation, the maintenance, operation and management of the Condominium and the payment of common expenses and other expenses in the manner provided in the Condominium documents, and to use and expend the proceeds of such assessments and charges in the exercise of the powers and duties of the Association;

B.. To maintain, establish and enforce reasonable rules governing the use of the Condominium property, including the limited common elements and to the extent authorized, the units.

C. To enforce by legal means the provisions of the Condominium documents and the Condominium Act and bring such legal proceedings as may be reasonably necessary. No litigation may be commenced however without 65 percent of the voting interests of the members.

D. To employ such personnel and enter into contracts as may be authorized under Chapter 718 of the Florida Statutes, including for the reconstruction, replacement, and repair of Condominium property.

E. Engaging in mandatory non-binding arbitration as provided for in Section 718.112(2)(k) of the Florida Statutes, for the settlement of internal disputes arising regarding the operation of the Condominium among the Developer, members of the Association, their agents and assigns, and the provisions of Florida Statutes 718.1255 are incorporated herein by reference. The Director shall not have the authority to initiate litigation in any state or federal court without the approval of sixty -five percent (65%) of the voting interest of the Members.



F. Questions and answers sheet, or such other disclosure documents as required by the provisions of Chapter 718 of the Florida Statute or promulgated in the Florida Administrative Code by the Division of Florida Land Sales Condominiums and Mobile Homes.

G. Maintaining an adequate number of copies of the Condominium documents, as well as the questions and answers sheet, or other disclosure documents referred to above, on the Condominium property to ensure their availability to Unit owners and prospective purchasers. The Association may charge the Association's actual costs in preparing and furnishing the foregoing to those requesting same.

H. Doing all acts necessary to maintain compliance with Chapters 617 and 718 of the Florida Statutes, as well as all rules set forth in the Florida Administrative Code as they relate to Condominiums, as they may be amended from time to time.

## **ARTICLE XII INDEMNIFICATION**

Every Director and every officer of the Association, either individually or collectively, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees and court costs, at trial and appellate levels, reasonably incurred by or imposed upon them in connection with any proceeding, litigation or settlement in which they may become involved by reason of being or having been a Director and/or officer of the Corporation. The foregoing provisions for indemnification shall apply whether or not the individuals are Directors and/or officers at the time such expenses or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where an individual admits or is adjudged to have engaged in willful misfeasance or malfeasance in the performance of such individual's duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which they may be entitled whether by statute or common law. The indemnification hereby afforded to such Officers and/or Directors shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors and/or officers, including, but not limited to the Developer.

## **ARTICLE XIII BYLAWS**

The Association's Bylaws shall be adopted by the first Board as selected by the Developer and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the voting interest of the Members present at an annual Members' meeting or special meeting of the membership where a quorum is present, and the affirmative approval of the majority of the Board at a regular or special meeting of the Board where a quorum is present. In the event of a conflict between the Articles and the Bylaws, the Articles shall control.

## **ARTICLE XIV AMENDMENTS**

A. Prior to the recording of a Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President and the Secretary and filed in the Office of the Secretary of State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such Amendments and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

B. After the recording of the first Declaration amongst the Public Records, these Articles may be amended in the following manner:

1. The Board shall adopt a resolution setting forth the proposed amendment and directing that the proposed amendment be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one (1) meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the ByLaws for the giving of notice of meetings of Members (Required Notice);

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the voting interest of all Members entitled to vote thereon; or

4. If allowed by law, an amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment at a meeting where all members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting written consents shall be notified in writing of the passage thereof.

C. So long as Developer holds title to a Unit, Developer shall be entitled to vote on all amendments.

D. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

E. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of the Declaration, recorded amongst the Public Records as an amendment to the Declaration.

F. Notwithstanding the foregoing provisions of this Article XIV, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article X hereof, without the prior written consent thereto by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Unit or of any Institutional Mortgagee without such Institutional Mortgagee's prior written consent.

#### ARTICLE XV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 6275 4th Street, Vero Beach, FL 32968, and the initial registered agent of the Association at that address shall be Rachelle Dermody.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this  
11th day of April, 2006.

  
RACHELLE DERMODY

The undersigned hereby accepts the designation of Registered Agent of BETHANY PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC., as set forth in Article XIV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

  
RACHELLE DERMODY

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared RACHELLE DERMODY, to me known to be the person described as the Incorporator in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me or has produced FL drivers license as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 17th day of April, 2007.

Joy J. Shepherd  
Notary Public, State of Florida  
Print name: Joy J. Shepherd  
My Commission Expires: 3-29-08

