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FLORIDA PROFIT/NON PROFIT CORPORATION
MEDICAL WAY CONDOMINIUM ASSOCIATION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
MEDICAL WAY CONDOMINIUM ASSOCIATION, INC.
A Florida Corporation, not for profit**

**ARTICLE I
NAME**

The name of the corporation is MEDICAL WAY CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation.

**ARTICLE II
TERM/DEFINITIONS**

The term of the Association shall be perpetual and shall commence as of the date of the signing of these Articles. In the event that the Association is ever dissolved, the property containing the surface water management system for that development known as MEDICAL WAY CONDOMINIUM shall be conveyed to an appropriate governmental agency and if none can be found to accept same, then said water management system shall be dedicated to a not for profit corporation.

All terms used herein shall have the same meaning as set forth in the Declaration of Condominium for MEDICAL WAY CONDOMINIUM (Hereafter Declaration).

**ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association does not contemplate pecuniary gain or profit to the members, and the specific purposes for which it is formed are to maintain, operate and manage the condominium known as

MEDICAL WAY CONDOMINIUM in Highlands County, Florida and to do all things incident, necessary, convenient, expedient, ancillary or in aid of the accomplishment of the foregoing. To own, operate, lease, sell, trade or otherwise deal with such property, real or personal, as may be necessary or convenient in the administration of the Condominium.

POWERS

In furtherance of the purposes of the Association, the Association shall have all of the powers set forth in the Act, and all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium, including but not limited to the following rights, powers, and authority:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the property and recorded or to be recorded in the Office of the Clerk of Highlands County, Florida, and as the same may be amended from time to time as therein provided, the Declaration being incorporated herein as if set forth at length;

(b) To enforce the covenants and restrictions contained in the Declaration, and to make, establish, and enforce reasonable Rules and Regulations governing the administration, management, and use of the Condominium Property;

(c) To establish a budget for the operations of the Condominium; to designate those expenses which shall constitute the Common Expenses and Limited Common Expenses of the Condominium; to make, levy, and collect assessments against Unit Owners of the Condominium to provide the funds to pay for Common Expenses and Limited Common Expenses

of the Condominium as provided for in the Condominium Documents and in the Act; and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association;

(d) To maintain, repair, replace, and operate those portions of the Condominium Property that the Association has the duty or right to maintain, repair, replace, and operate under the Condominium Documents.

(e) To have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements therein or accessible therefrom, or, to have immediate access at any time as may be necessary for making emergency repairs necessary to prevent damage to any other Unit or Units;

(f) To contract for the management of the Condominium Property and to delegate to such agent(s) all or some of the powers, duties, and responsibilities of the Association;

(g) To employ personnel to perform the services required for proper operation of the Condominium;

(h) To purchase and maintain all forms of insurance on the Condominium Property for the protection of the Association and its members;

(i) To reconstruct the Condominium Property after casualty or other loss;

(j) To make additional improvements on and to the Condominium Property;

(k) To retain legal counsel at the expense of the Association and to enforce by legal action the provisions of the Condominium Documents and the Rules and Regulations of the Association;

(l) To acquire, by purchase or otherwise, Units in the Condominium, and to hold, lease, mortgage, and convey the same;

(m) To lease or license the use of Common Elements and Limited Common Elements in a manner not inconsistent with the rights of Unit Owners;

(n) To pay taxes and assessments which are liens against any part of the Condominium other than individual Units (unless the individual Units are owned by the Association) and the appurtenances thereto, and to assess the same against the Units subject to liens for such purposes.

(o) To pay the cost of all power, water, sewer, trash, garbage, and other utility services rendered to the Condominium and not billed to the individual Units.

(p) To adopt and establish Bylaws for the operation of the Condominium Association.

(q) Borrow money, and with the assent of two-thirds of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(r) Dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds of the members, agreeing to such dedication, sale or transfer;

(s) Maintain the surface water management system including all retention areas, culverts and related appurtenances, on or servicing that project known as MEDICAL WAY CONDOMINIUM, including the right to contract for services to provide for the operation and maintenance of the surface water management system.

ARTICLE IV
MEMBERS

A. The members of the Association shall consist of all of the record owners of Units in MEDICAL WAY CONDOMINIUM.

B. Change of membership in the Association shall be established by recording in the Public Records of Highlands County, Florida a deed or other instrument establishing a record title to a Unit at MEDICAL WAY CONDOMINIUM and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated as of the date of delivery of such instrument.

C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of the title of his Unit.

D. The owner of each Unit shall be entitled to one vote as a member of the Association. The exact number of votes to be cast by Unit owners and the manner of exercising voting rights, shall be determined by the By-Laws of the Association; subject, however, to the terms and conditions of the Declaration.

ARTICLE V
DIRECTORS

A. The affairs of the Association will be managed by a Board of Directors which shall initially have three (3) members.

B. 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 the By-laws-Laws.

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

| <u>NAME</u> | <u>ADDRESS</u> | <u>OFFICE</u> |
|----------------------|---|-----------------|
| Ashok Sonni M.D. | 6325 U.S. Hwy 27 N. Suite 201 Sebring, FL 33870 | Member of Board |
| Rajeswari Sonni M.D. | 6325 U.S. Hwy 27 N. Suite 201 Sebring, FL 33870 | Member of Board |
| Prakash Seetharamiah | 3201 Medical Way Suite 101 Sebring, FL 33870 | Member of Board |

ARTICLE VI
REGISTERED OFFICE

The street address for the initial registered office is 6325 US 27 North, Suite 201, Sebring, Florida 33870 and the initial registered agent at such address is ASHOK SONNI. The principal place of business and mailing address of this corporation shall be 6325 US 27 North, Suite 201, Sebring, Florida 33870.

ARTICLE VII
INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation is:

NAME

ASHOK SONNI

ADDRESS

6325US 27 North, Suite 201
Sebring, Florida 33870

ARTICLE VIII
DISTRIBUTION OF ASSETS UPON DISSOLUTION OR FINAL LIQUIDATION

Upon dissolution or the winding up of the affairs of this corporation, for whatever reason, its assets shall be first applied to the payment of any liabilities and the balance thereof shall be distributed, transferred, conveyed, delivered, and paid over to such other organizations as may be designated by the donor of a particular fund or property, or in the absence of such a designation, by the Board of Directors; provided, however, that any such organization shall themselves be qualified for exemption under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended; and provided further that this Article VIII shall not be subject to amendment. The foregoing provision shall not apply to the surface water management system which shall be governed by Article II hereof.

ARTICLE IX
AMENDMENTS

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

A. **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

B. **Adoption.** A resolution for the adoption of a proposed amendment may be

proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:

(a) By not less than 75% of the votes of all of the members of the Association represented at a meeting at which a quorum has been attained; or

(b) By not less than 100% of the entire Board of Directors.

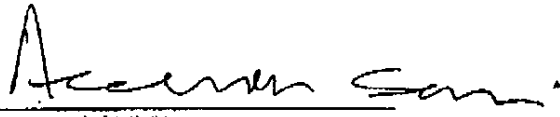
E. **Limitation.** No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in of Article III, entitled "Powers", without the approval in writing of all members. No amendment shall be made that is in conflict with the Act, the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this paragraph IX. E. shall be effective. No amendment shall affect these Articles as they apply to the surface water management system without approval by the governing water management district.

F. **The Developer** may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

G. **Recording.** A copy of each amendment shall be filed with the Secretary of

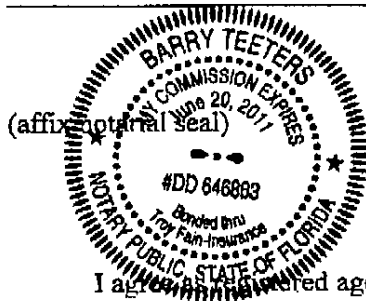
State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Highlands County, Florida.

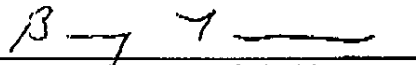
IN WITNESS WHEREOF, I have subscribed my name names this 20th day of July, 2010.


ASHOK SONNI
Incorporator

STATE OF FLORIDA
COUNTY OF HIGHLANDS

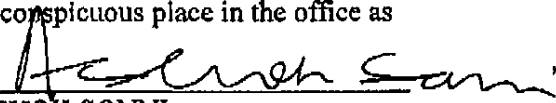
The foregoing instrument was acknowledged before me this 20th day of July, 2010, by ASHOK SONNI, who is [☒] personally known to me, or who has [☐] produced his _____ as identification.




Notary Public, State of Florida

ACCEPTANCE

I agree as registered agent to accept service of process, to keep the registered office open during prescribed hours, and to post my name in some conspicuous place in the office as required by law.


ASHOK SONNI
Registered Agent