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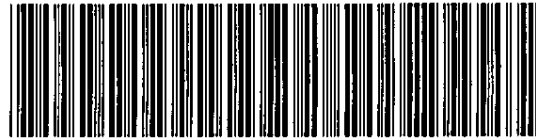
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DEPARTMENT OF STATE  
ACCOUNT FILING COVER SHEET

Account Number FCA000000017  
Date: 11/22/11  
Requestor Name: Carlton Fields  
Address: Post Office Drawer 190  
Tallahassee, Florida 32302  
Telephone: (850) 513-3619 - direct  
(850) 224-1585  
Contact Name: Kim Pullen, CP, FRP

Corporation Name: San Jose Professional Park  
Condominiums Association, Inc.  
Email Address: \_\_\_\_\_  
Entity Number: \_\_\_\_\_  
Authorization: Kim Pullen

☒ Certified Copy

☒ Certificate of Status

☐ New Filings

☐ Plain Stamped Copy

☐ Annual Report

☐ Fictitious Name

☐ Amendments

☐ Registration

( X ) Call When Ready

( X ) Call if Problem

( ) After 4:30

( X ) Walk In

( ) Will Wait

( X ) Pick Up

CF Internal Use Only

Client: 23271 Matter: 8/317  
Name: K. Pullen Office: TLH

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SECRETARY OF STATE  
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**ARTICLES OF INCORPORATION  
OF  
SAN JOSE PROFESSIONAL PARK CONDOMINIUMS  
ASSOCIATION, INC.**

FILED  
2011 NOV 22 AM 8:14  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, by these Articles Of Incorporation (hereinafter sometimes referred to as the "Articles"), hereby associates himself for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certifies as follows:

**ARTICLE 1 – NAME**

The name of the corporation shall be San Jose Professional Park Condominiums Association, Inc., a Florida not-for-profit corporation (hereinafter sometimes referred to as the "Association"). The principal address of the Association is 12078 San Jose Blvd, Jacksonville, Florida 32223.

**ARTICLE 2 - PURPOSE**

The purpose for which the Association is organized is to provide an entity as required by and pursuant to Chapter 718, Florida Statutes (hereinafter sometimes referred to as the "Act"), for the operation of a Condominium known as San Jose Professional Park Condominiums (hereinafter sometimes referred to as the "Condominium"), located on the property (hereinafter sometimes referred to as the "Property"), described in the Declaration of Condominium (hereinafter sometimes referred to as the "Declaration") which has established or will establish the Condominium.

**ARTICLE 3 – DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 4 - GENERAL POWERS**

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

4.1 General. The Association shall have all of the common law and statutory powers of a not-for-profit corporation under the laws of Florida that are not in conflict with the terms of these Articles, the Declaration, or the Act.

4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles and the Declaration (to the extent 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 are more particularly described in the Bylaws, as they may be amended from time to time in the future,

including, but not limited to, the following:

(a) To make and collect assessments against members as Unit Owners to defray the cost, expenses, and losses of the Condominium.

(b) To use the proceeds of assessments and charges in the exercise of its powers and duties.

(c) To buy, lease, or otherwise acquire both real and personal property for Condominium use and to sell, assign, or otherwise dispose of property so acquired.

(d) To maintain, repair, replace, and operate the Property and other property acquired or leased by the Association for use by Unit Owners, and to establish reserves for such maintenance, repair, and replacement.

(e) To purchase insurance upon the Property and other property acquired or leased, as well as insurance for the protection of the Association and its members as Unit Owners.

(f) To reconstruct and repair improvements after casualty and to construct additional improvements of the Property.

(g) To make and amend reasonable rules and regulations respecting the use and appearance of the Property and the Condominium (hereinafter sometimes referred to as the "Regulations"); provided, however, that the Regulations and their amendments shall be approved by 100% of the votes of the entire membership of the Association before they shall become effective.

(h) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the Regulations for the use of the Property and the Condominium, including the imposition of fines upon any non-complying Unit Owner.

(i) To contract for the management and maintenance of the Condominium and to authorize a management agent 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 regulations, maintenance, repair, and replacement of the Common Elements with funds as such may 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 documents and the Act, including, but not limited to, the making of assessments, promulgation of rules and regulations, and execution of agreements on behalf of the Association.

(j) To contract for the management or operation of portions of the Common Elements susceptible to separate management or operation and to grant leases of those portions for this purpose.

(k) To employ personnel to perform the services required for proper operation of the Condominium.

(l) To exercise any and all rights granted to the Association in the Declaration.

4.3 Ownership of Units. The Association shall have the power to purchase, hold, lease, mortgage, and convey Units as set forth in the Declaration and any Unit so purchased, held, leased, mortgaged, or conveyed shall be held, leased, mortgaged, or conveyed in the name of the Association.

4.4 Condominium Property. 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.

4.5 Distribution of Income. The Association shall make no distribution of income to its members, directors, or officers.

4.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof as well as the Declaration, the By-Laws, and the Act.

#### ARTICLE 5 - MEMBERS

5.1 Membership. The members of the Association shall consist of all of the record owners of Units in the Condominium and after termination of the Condominium, shall consist of those who are members at the time of the termination and their successors and assigns.

5.2 Evidence. Change of membership in the Association shall be established by: (a) recording in the current public records of Duval County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership; and (b) delivery to the Association of a true copy of the recorded instruments. The owner receiving title to the Unit by those instruments will be a member of the Association and the membership of the prior owner will be automatically terminated.

5.3 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, encumbered, hypothecated, subjected to a security interest, or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.4 Voting. A member of the Association shall be entitled to cast one vote for each Unit owned by him. The manner of exercising voting rights shall be determined by the By-Laws.

## ARTICLE 6 - DIRECTORS

6.1 Number and Qualification. The affairs of the Association shall be managed by a Board of Directors (herein sometimes referred to as the "Board") consisting of the number of directors determined by the By-Laws, but shall be not less than three directors, nor more than five (5) directors, shall always be an odd number; and, in the absence of such determination, shall consist of three directors. Directors need not be members of the Association.

6.2 Duties and Powers. 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, its agents, contractors, or employees, subject only to approval by Unit Owners when such approval is specifically required.

6.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by, and subject to, the qualifications of the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

6.4 Term of First Directors. Except as may be provided by the Act, the directors named in these Articles shall serve for the period of time set forth in the By-Laws, and any vacancies in their number occurring before the time for the election of their successors by the members shall be filled by the remaining first directors.

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

<u>NAME</u>	<u>ADDRESS</u>
Marion C. Eldridge	912 Cavanaugh Dr. Jacksonville, FL 32259
Kathleen E. Eldridge	912 Cavanaugh Dr. Jacksonville, FL 32259
Neil K. Stevenson	1825 Forest Glen Way St. Augustine, FL 32092

## ARTICLE 7 - OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board. The names and resident addresses of the officers who shall serve until their successors are designated by the Board are as follows:

President: Marion C. Eldridge  
Vice-President: Neil K. Stevenson  
Secretary: Kathleen E. Eldridge  
Treasurer: Kathleen E. Eldridge

#### ARTICLE 8 - INDEMNIFICATION

8.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, Officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, lawsuit, or proceeding unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be not in, or opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner that he or she reasonably believed to be not in, or opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

8.2 Expenses. To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, lawsuit, or proceeding referred to in Section 8.1 supra, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against all expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection with that defense.

8.3 Advances. Expenses incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, employee, or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 8.

8.4 Miscellaneous. The indemnification provided by this Article 8 shall not be deemed exclusive of any other rights to which those seeking indemnification may be



entitled under any bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of that person.

8.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

8.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 8 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such an amendment.

#### ARTICLE 9 - BY-LAWS

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

#### ARTICLE 10 - AMENDMENTS

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

10.1 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.

10.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by 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 approval must be:

(a) by not less than 100% of the entire membership of the Board and by not less than 100% of the votes of the entire membership of the Association;

10.3 Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any change in Sections 4.3 to 4.6 of Article 4, supra, without approval in writing by all members and the joinder of all record owners of mortgages upon Units. Additionally, no amendment shall be made that is in conflict with the Act or the

Declaration.

10.4 Recording. A copy of each amendment shall be accepted and certified by the Secretary of State and shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and the Articles, which certificate shall be executed by the officers of the Association with the formalities required of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the current public records of Duval County, Florida.

#### ARTICLE 11 - CONTRACTUAL POWERS

In the absence of fraud, no contract or other transaction between the Association and any other person, firm, association, corporation, or partnership shall be affected or invalidated by the fact that any director or officer is pecuniarily or otherwise interested therein. Any director may be counted in determining the existence of a quorum at any meeting of the Board of the Association for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested or were not a director, member, officer or partner of such firm, association, corporation, or partnership.

#### ARTICLE 12 - TERM

The term of the Association shall be perpetual.

#### ARTICLE 13 - SUBSCRIBER

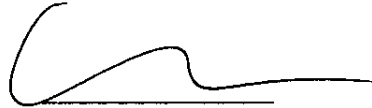
The name and resident address of the subscriber to these Articles is as follows:

<u>NAME</u>	<u>ADDRESS</u>
William J. Deas	2215 River Blvd. Jacksonville, FL 32204

#### ARTICLE 14 - INITIAL REGISTERED AGENT, ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this Association shall be at 2215 River Boulevard, Jacksonville, Florida 32204, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent of the Association shall be William J. Deas, whose address is 2215 River Boulevard, Jacksonville, Florida 32204.

IN WITNESS WHEREOF, the subscriber has affixed his signature, this 21<sup>st</sup> day of Nov 2011.

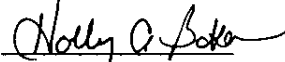


William J. Deas

STATE OF FLORIDA  
COUNTY OF DUVAL

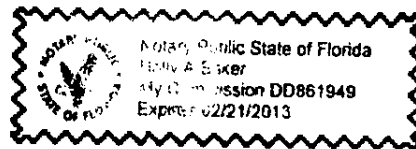
BEFORE ME, a notary public authorized to take acknowledgments in the state and county set forth above, personally appeared William J. Deas, known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the state and county aforesaid, this 21 day of November, 2011.



Notary Public, State and  
County Aforesaid.

My Commission Expires:



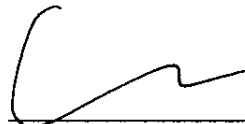
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN THIS STATE  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

FIRST: That desiring to organize under the laws of the State of Florida, with its initial registered office, as indicated in the Articles Of Incorporation at the City of Jacksonville, County of Duval, State of Florida, has named William J. Deas, located at 22215 River Blvd, Jacksonville, FL 32204, 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 agree to act in this capacity and further agree to comply with the provisions of Chapter 48.091, Florida Statutes, relative to keeping open said office.



William J. Deas  
Registered Agent

**FILED**  
2011 NOV 22 AM 8:14  
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TALLAHASSEE, FLORIDA