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**FLORIDA PROFIT/NON PROFIT CORPORATION**  
**Baptist South Medical Condominium Association II Inc**

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**ARTICLES OF INCORPORATION  
OF  
BAPTIST SOUTH MEDICAL CONDOMINIUM ASSOCIATION II, INC.**

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In order to form a corporation not for profit under Chapter 617, *Florida Statutes*, the undersigned hereby incorporates the corporation for the purposes and with the powers herein specified, pursuant to the following Articles of Incorporation (the "Articles"):

**I. NAME**

The name of the corporation is BAPTIST SOUTH MEDICAL CONDOMINIUM ASSOCIATION II, INC., a Florida not for profit corporation (the "Association").

**II. PRINCIPAL OFFICE**

The initial principal place of business and mailing address of the Association is 3563 Phillips Highway, Building F - Suite 608, Jacksonville, Florida 32207-5683. The principal office of the Association will be located in Florida, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may be from time to time designated by the Board of Directors.

**III. PURPOSE**

The purpose for which the Association is organized is to administer the operation and management of Baptist South Medical Condominium II (the "Condominium"), which may be established by recording the Declaration of Condominium therefor (the "Declaration") in the current public records of Duval County, Florida (the "County"), in accordance with the Florida Condominium Act, Chapter 718, *Florida Statutes* (the "Condominium Act"), upon certain real property situated in the County. The Association will perform the acts and duties incident to the operation and management of the Condominium, in accordance with the provisions of these Articles, the Bylaws of the Association to be adopted pursuant hereto (the "Bylaws"), and the Declaration, as amended from time to time, as and when the real property described in the Declaration together with the improvements situated thereon are submitted to the condominium form of ownership; and, with regard to the Condominium Property (as hereinafter defined) to own, operate, encumber, lease, manage, contract, maintain, sell, convey, exchange the same, to sue and be sued, and otherwise deal with the said real property, the improvements thereon, and such other property, real and personal, as may be or become part of the Condominium (collectively, the "Condominium Property"), to the extent necessary or convenient in the administration of the Condominium, as provided for in the Declaration. The Association will be conducted as a nonprofit organization for the benefit of its members. The powers of the Association to operate and administer the Condominium Property will not be effective as to any portion of real property unless and until such property has been submitted to the condominium form of ownership by the Declaration or an

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amendment thereto. All terms contained herein not defined will have the same meaning as ascribed to them in the Declaration.

#### IV. POWERS

The Association will have all of the powers and privileges granted to corporations not for profit under the laws of Florida, subject to and to be exercised in accordance with the provisions hereof, the Declaration, the Bylaws, and the Condominium Act.

#### V. MEMBERS

The qualifications of members of the Association, manner of their admission to the Association and termination of such membership, and the establishment and termination of voting rights, will be as follows:

1. The owner(s) of a Unit in the Condominium will be a "Member" of the Association. Initially, membership will be comprised of the Developer, Baptist Health Properties, Inc., a Florida not for profit corporation, only, except as provided for in Paragraph 5 of this Article V. So long as it owns fee title to or a fee ownership interest in a Unit in the Condominium, the Developer will be a Member of the Association.

2. Membership will be established by the acquisition of the fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein by voluntary conveyance or operation of law, and the membership of any person or entity will be automatically terminated when such person or entity is divested of all title or their entire fee ownership in such Unit; provided, however, that nothing herein contained will be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity will retain fee title to or a fee ownership interest in any Unit.

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 the Unit(s) owned by such Member. The funds and assets of the Association will be expended, held, or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws.

4. On all matters upon which Members will be entitled to vote, as hereinafter provided, there will be one and only one vote for each Unit in the Condominium, which vote will have the weight provided for in the Declaration and may be exercised or cast by the owner(s) of each Unit as provided for in the Bylaws. Should any Member own more than one Unit, such Member will be entitled to exercise or cast one vote having the weight provided for in the Declaration for each such Unit owned, in the manner provided for in the Bylaws.

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5. Until the first Unit is conveyed to an Owner other than the Developer, the membership of the Association will include the Directors as set forth in Article VI, each of whom will be entitled to cast a vote on all matters upon which the membership would be entitled to vote. After the first Unit is conveyed to an Owner other than the Developer, the membership of the Association will no longer include the Directors.

## VI. DIRECTORS

1. The number of Directors of the first Board of Directors will be three (3). The number of Directors of succeeding Board of Directors will be as provided in the Bylaws. Directors will serve on the Board of Directors for one year, which year will commence on the day immediately after the day the annual meeting is held.

2. When Members other than the Developer own fifteen percent (15%) or more of the Units that ultimately will be operated by the Association, the Members other than the Developer will be entitled to elect, in a manner to be provided in the Bylaws, not less than one-third (1/3) of the Board of Directors of the Association. Members other than the Developer will be entitled to elect, in a manner to be provided in the Bylaws, not less than a simple majority of the Board of Directors upon the occurrence of one of the following events: (i) three (3) years after fifty percent (50%) but less than ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to Owners that are not the Developer; or (ii) three (3) months after ninety percent (90%) of the Units that ultimately will be operated by the Association have been conveyed to Owners that are not the Developer; or (iii) when all of the Units that ultimately will be operated by the Association have been completed, and some of the Units have been conveyed to Owners that are not the Developer and none of the other Units are being offered for sale by the Developer in the ordinary course of business; or (iv) when some of the Units have been conveyed to Owners that are not the Developer and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (v) seven (7) years after recordation of the Declaration. The Developer will be entitled to elect not less than one (1) Director 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. Notwithstanding the foregoing, the Developer will be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for Directors in the same manner as any other Member of the Association, except for purposes of reacquiring control of the Association or selecting the majority of the Directors. After Members other than the Developer elect a majority of the Directors, the Developer will, within a reasonable time and in a manner to be provided in the Bylaws, relinquish control of the Association and will deliver to the Association all property of the Unit Owners and the Association held or controlled by the Developer.

3. Within seventy-five (75) days after the Members other than the Developer are entitled to elect a Director or Directors, the Association will call, and give not less than sixty (60) days' notice of, an election for the Board of Directors as provided in Section 718.301(2), *Florida Statutes*.

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**VII. OFFICERS**

The Board of Directors will elect at the annual meeting of Members each year, a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors will deem advisable from time to time. The President will be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President will not be held by the same person, nor will the office of President and Secretary or Assistant Secretary be held by the same person. The officers will have such powers and duties as may be prescribed by the Bylaws or as may be determined from time to time by the Board of Directors subject to the Bylaws.

The affairs of the Association will be managed by the President, assisted by the Vice President(s), Secretary and Treasurer, and, if any, the Assistant Secretaries and Assistant Treasurers, all of whom will perform the duties of such offices customarily performed by like officers of corporations in the State of Florida, subject to the directions of the Board of Directors.

**VIII. INITIAL DIRECTORS AND OFFICERS**

The names and addresses of the first Board of Directors and the officers who, subject to the provisions of the laws of Florida, these Articles and the Bylaws, will hold office for the first year of the Association's corporate existence, and thereafter until their successors are selected and have qualified, are as follows:

<u>Name</u>	<u>Address</u>	<u>Position</u>
Marianne Hillegass	841 Prudential Drive, Suite 1662 Aetna Building Jacksonville, FL 32207-8372	Director/President
Bill Lee	3563 Phillips Highway Building F - Suite 608 Jacksonville, FL 32207-5683	Director/Vice President
Christopher R. Durkin	3563 Phillips Highway Building F - Suite 608 Jacksonville, FL 32207-5683	Director/Secretary/ Treasurer/

**IX. BYLAWS**

In furtherance and not in limitation of the powers conferred by statute, the following specific provisions are made for the regulation of the business and the conduct of the affairs of the Association:

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1. Subject to such restrictions, if any, as are herein expressed and such further restrictions, if any, as may be set forth in the Bylaws, the Board of Directors will have the general management and control of the Association and may exercise all of the powers of the Association except such as may be by statute, or by the Bylaws, expressly conferred upon or reserved by the Members.

2. Subject always to such Bylaws as may be adopted from time to time by the Members, the Board of Directors is expressly authorized to adopt, alter and amend the Bylaws, but any Bylaw adopted, altered, or amended by the Directors may be altered, amended, or repealed by the Members.

3. No Director or officer of the Association, in the absence of fraud, will be disqualified by his or her office from dealing or contracting with the Association either as vendor, purchaser, or otherwise; nor, in the absence of fraud, will any contract, transaction, or act of the Association be void or voidable or affected by reason of the fact that any such Director or officer or any firm of which any such Director or officer is a member or any employee, or any entity, of which any such Director or officer is an officer, principal, or employee, has any interest in such contract, transaction, or act, whether or not adverse to the interest of the Association, even though the vote of the Director or officer having such interest will have been necessary to obligate the Association upon such contract, transaction, or act; and no Director or officer having such interest will be liable to the Association, any Member or creditor thereof, or to any other person, for any loss incurred by it under or by reason of any such contract, transaction, or act; nor will any such Director or officer be accountable for any gains or profits realized thereon.

The original Bylaws will be adopted by the first Board of Directors and, thereafter, the Bylaws may be amended, modified or rescinded only as provided therein.

#### X. INCORPORATOR

The name and address of the Incorporator of the Association is: G. Preston Keyes, 225 Water Street, Suite 1800, Jacksonville, Florida 32202-5182.

#### XI. REGISTERED OFFICE

The name and Florida street address of the Association's initial registered agent is: Smith Hulsey & Busey, 225 Water Street, Suite 1800, Jacksonville, Florida 32202-5182.

#### XII. AMENDMENT

An amendment or amendments to these Articles may be proposed by the Board of Directors acting upon a vote of the majority of Directors, or by the Members owning not less than thirty percent (30%) of the voting interests of Units in the Condominium, whether meeting as Members or acting by instrument in writing signed by them. Upon any

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amendment or amendments to these Articles being proposed by the Board of Directors or the Members, such proposed amendment or amendments will be transmitted to the President, who will thereupon call a special meeting of the Members for a date not sooner than fourteen (14) days and not later than sixty (60) days from the receipt by him or her of the proposed amendment or amendments and it will be the duty of the Secretary to give each Member written notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice will be mailed or presented personally to each Member not less than fourteen (14) days nor more than sixty (60) days before the date set for such meeting. If mailed, such notice will be deemed to be properly given when deposited in the United States mail, addressed to the Member at his or her Post Office address as it appears in the records of the Association, with 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 Association, whether before, during or after the holding of the meeting, will be deemed equivalent to the filing of such notice to such Member. At such meeting or by written approval, the amendment or amendments proposed must be approved by an affirmative vote of the Members owning not less than two thirds (2/3) of the voting interests of Units in the Condominium for such amendment or amendments to become effective. The Members may signify their joinder and consent to an amendment by filing such joinder or consent prior to a duly convened meeting at which such amendment or amendments will be presented. Thereupon, such amendment or amendments of these Articles will be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles will be recorded in the current public records of the County within thirty (30) days from the date on which the same is filed in the office of the Secretary of State of the State of Florida.

Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles which will abridge, amend, or alter the right of the Developer to designate and select Directors, as provided in Article VI hereof, may be adopted or become effective without the prior written consent of Developer, except as otherwise required by law.

### XIII. INDEMNIFICATION

Every Director and every officer of the Association will be indemnified by the Association against all expenses and liabilities, including, without limitation, attorneys' fees and costs, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or which they may become involved, by reason of their being or having been a Director or officer of the Association, whether or not they are a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification will be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

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**XIV. FIDELITY BONDING**

In addition to the indemnification provisions hereof, the Association may obtain and maintain blanket fidelity bonds on each Director, officer, and employee of the Association and of any management firm. If obtained, the total amount of fidelity bond coverage will be based upon the best judgment of the Board of Directors and will not be less than the estimated maximum funds, including reserve funds, in the custody of the Association or management firm, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses of the Condominium, including reserves.

If obtained, the fidelity bonds will name the Association as an obligee and will contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all such bonds will be paid by the Association as a common expense (except for the premiums on fidelity bonds maintained by the management firm, if any). Any such bonds will provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' written notice to the Association.

**XV. EXISTENCE**

The Association will have perpetual existence, unless the Condominium is terminated pursuant to the Declaration, in which event the Association will be dissolved in accordance with Florida law.

IN WITNESS WHEREOF, the Incorporator hereto has hereunto set his hand and seal as of this 1st day of October, 2014.

Print Name: G. Preston Reyes



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**ACCEPTANCE BY REGISTERED AGENT**

Having been named to accept service of process for BAPTIST SOUTH MEDICAL CONDOMINIUM ASSOCIATION II, INC., a Florida not for profit corporation, at the place designated in the Articles of Incorporation of said corporation, I hereby accept such appointment and agree to act in this capacity, and agree to comply with the provisions of law relating to keeping said office open. I further acknowledge that I am familiar with and accept the obligations imposed upon registered agents, including the obligations imposed by Section 617.0503, *Florida Statutes*.

**SMITH HULSEY & BUSEY**

By: Harry M. Wilson III  
Print Name: Harry M. Wilson III  
Its: V.P.