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TALLAHASSEE, FL, USA

***Jeffrey C. Sweet, Esquire
Korey, Sweet, McKinnon & Simpson
Attorneys and Counselors at Law***

*Robert Kit Korey, P.A.
Jeffrey C. Sweet
Noah C. McKinnon, Jr., P.A.
Scott E. Simpson, P.A.
Abraham C. McKinnon, P.A.
R. Kevin Korey*

*Suite A, Granada Oaks Professional Building
595 West Granada Boulevard
Ormond Beach, FL 32174
Telephone (386) 677-3431
Telefax (386) 677-8436
Email: penny.every@jsweetlaw.com*

October 24, 2018

DELIVERED VIA FEDERAL EXPRESS

Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Palm Coast Medical Office Building Condominium Association, Inc.

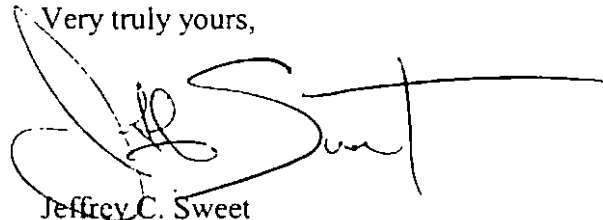
To Whom It May Concern:

Enclosed please find original Articles of Incorporation for filing with your office and one (1) copy thereof for certification. Our firm check in the sum of \$78.75 is enclosed in payment of the State's various fees.

Please forward the certified copy to my office at your earliest convenience.

Thanking you in advance for your attention to this matter, I remain,

Very truly yours,

A handwritten signature in black ink, appearing to read "Jeffrey C. Sweet", with a long horizontal stroke extending to the right.

Jeffrey C. Sweet

JCS/pkc
Enclosures

ARTICLES OF INCORPORATION
OF
PALM COAST MEDICAL OFFICE BUILDING CONDOMINIUM ASSOCIATION, INC.

The undersigned for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, certifies as follows:

ARTICLE 1

NAME

The name of the corporation shall be **PALM COAST MEDICAL OFFICE BUILDING 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 pursuant to provisions of the Condominium Act, Chapter 718, Florida Statutes, ("Condominium Act") for the operation of **PALM COAST MEDICAL OFFICE BUILDING, A CONDOMINIUM** (the "Condominium") to be located upon the lands and improvements in Flagler County, Florida, described in **Exhibit "1"** attached hereto and incorporated herein by this reference, which has been developed by **PALM COAST MEDICAL SPECIALISTS LTD.**, a Florida limited partnership, hereinafter sometimes referred to as the "Declarant", or the "Developer", and for the operation, maintenance, improvement and ownership of any lands and improvements and personalty from time to time owned by the Association ("Association owned property").

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

2.3 The Developer will prepare and record in the Public Records of Flagler County, Florida, a Declaration of Condominium and all exhibits incident thereto ("Declaration") necessary to create the Condominium pursuant to the Condominium Act and to have all other powers granted pursuant to the Florida Condominium Act and Florida Law in general regarding non profit corporations.

ARTICLE 3

POWERS AND DUTIES

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

3.1 The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, and all of the powers and duties reasonably necessary to operate each Condominium submitted to its jurisdiction, and to operate, maintain and improve Association owned property pursuant to the terms of any applicable Declaration of Condominium specifically submitting lands and Condominium units to the jurisdiction of the Association, which powers and duties include but are not limited to the following:

(a) Assessments. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the Condominium.

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

(c) Maintain. To maintain, repair, replace and operate the Condominium and the Association owned property within its jurisdiction or conveyed to it pursuant to the terms of any applicable Declaration of Condominium.

(d) Insure. To purchase insurance upon the Condominium and Association owned properties and insurance for the protection of the Association and its members as unit owners, as well as liability insurance for the protection of directors and officers of the Association.

(e) Reconstruct. To reconstruct improvements after casualty and further improve the Condominium, and Association owned properties, pursuant to the terms of the Declaration of Condominium.

(f) Regulate. To make and amend reasonable rules and regulations respecting the use of the property in the Condominium and of the Association owned properties.

(g) Approve. To approve or disapprove the plans and specifications for the construction, repair or replacement of any partitioning wall, improvements or landscaping to be constructed upon the Condominium property, as provided in the Declaration of Condominium.

(h) Enforce. To enforce by legal means the provisions of the Condominium Act, any applicable Declaration of Condominium, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the properties in the Condominium or owned by the Association.

(i) Management Contract. To contract for the operation, management and maintenance of the Condominium and the Association owned property and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

(j) Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

(k) Payment of Liens. To pay taxes and assessments which are liens against Association owned property or any part of the Condominium other than individual units and the appurtenances thereto, and to assess the same against the units.

(l) Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium or to Association owned property and not billed to owners of individual units.

(m) Purchase Units. The Association shall have the power to purchase a unit in the Condominium subject to its jurisdiction and to hold, lease, mortgage and convey same.

(n) Accept Jurisdiction, Power and Duties. The Association shall accept jurisdiction over, and the powers and duties imposed with respect to PALM COAST MEDICAL OFFICE BUILDING, A CONDOMINIUM. The Association shall also accept title to any Association owned property hereafter conveyed to it by Declarant, and shall accept as members all owners of all Condominium units hereafter subjected to the jurisdiction of the Association.

(o) Bank. To maintain bank accounts on behalf of the Association.

(p) Fines. Levying fines against unit owners for violations of the Rules and Regulations established by the Association to govern the units in the Condominium operated by it.

(q) General. To have all other powers granted pursuant to the Florida Condominium Act and Florida Law in general regarding non-profit corporations.

ARTICLE 4

MEMBERS

4.1 The members of the Association shall consist of all of the record owners of the units in the Condominium. No other persons or entities shall be entitled to membership except as provided in paragraph 4.5 of this Article 4. After any termination of the Condominium, the members of the Association shall consist of those unit owners in the terminated Condominium who are members at the time of such termination, and their successors and assigns.

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 any included Condominium. The owner or owners designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated. The Association may require delivery to the Association of a copy of the recorded Deed as a condition to voting.

4.3 The share 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. The funds and assets of the Association belong solely to the Association subject to the limitation that same be expended, held or use for the benefit of the membership and for purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4.4 On all matters upon which the membership shall be entitled to vote, there shall be one vote appurtenant to each unit weighted evenly, which vote shall be exercised or cast in the manner provided in the By-Laws of the Association. The evenly weighted vote shall continue as long as Memorial Hospital Flagler, Inc. dba Florida Hospital-Flagler or any affiliates thereof; or a successor by merger; or any other entity operating a surgery center business ("Florida Hospital") is the record title owner of Unit B. If, and when, Florida Hospital is no longer the record title owner of Unit B, then the voting interest shall be automatically, and without any further action or amendment, weighted, based upon the percentage ownership of each unit. No additional units may be added to the Condominium without the express written consent of all unit owners.

4.5 Until such time as the Declaration of Condominium is recorded, the membership of the Association shall be comprised of the subscribers of these Articles, each of whom shall be entitle to cast one (1) vote on all matters on which the membership shall be entitle to vote.

ARTICLE 5

DIRECTORS

5.1 The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) Directors, nor more than five (5) Directors. Each Director shall be a person entitled to cast a vote in the Association, except as provided in Sections 5.3 and 5.4 hereof and by the By-Laws.

5.2 Members of the Board of Directors shall be elected at the annual meeting of the Association members in the manner specified in 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.

5.3 The initial Board of Directors of the Association shall consist of three (3) members who shall be elected by the Developer. The initial Board of Directors named in the Articles shall serve until unit owners are entitled to elect Board Members to replace a member or members of the initial Board of Directors as contained in Paragraphs 5.4 hereof. Any vacancies in the Developer appointed Directors may be filled by the Developer appointing a replacement. All other vacancies between annual meetings of members shall be filled as provided in the By-Laws.

5.4 Declarant will retain ownership of Unit A. Florida Hospital has signed a Purchase and Sale Agreement to acquire Unit B after the Declaration of Condominium and all exhibits thereto have been recorded in the Public Records of Flagler County, Florida. Within fifteen (15) days of the date of recording of the Warranty Deed transferring title to Florida Hospital, the Board of Directors shall call a special members meeting for the election of the new Board of

Directors. Directors will be elected as provided in the By-Laws. Directors may be increased from three (3) Directors to five (5) Directors by a unanimous consent of both unit owners.

5.5 The Board of Directors shall elect a President, Secretary, Treasurer and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided however, the Office of President and Vice President shall not be held by the same person, nor shall the Office of President and Secretary or Assistant Secretary be held by the same person.

5.6 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, are as follows:

<u>Name:</u>	<u>Address:</u>
Kevin Shamlou	21 Hospital Drive, Suite 200, Palm Coast, FL. 32164
Michael Makowski	21 Hospital Drive, Suite 200, Palm Coast, FL. 32164
Jeffrey A. Dann	21 Hospital Drive, Suite 200, Palm Coast, FL. 32164

ARTICLE 6

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

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Kevin Shamlou	21 Hospital Drive, Suite 200 Palm Coast, FL 32164
Vice President	Michael Makowski	21 Hospital Drive, Suite 200 Palm Coast, FL 32164

Secretary/Treasurer

Jeffrey A. Dann

21 Hospital Drive, Suite 200

Palm Coast, FL 32164

ARTICLE 7

PRINCIPAL OFFICE AND REGISTERED AGENT

The street address of the principal office and the initial registered agent of the corporation shall be:

- (a) Principal Office – 21 Hospital Drive, Suite 200, Palm Coast, FL 32164
- (b) Registered Agent – Linda G. Jarosz, 21 Hospital Drive, Suite 200, Palm Coast, FL 32164

ARTICLE 8

INDEMNIFICATION

8.1 The Association shall indemnify each Director and Officer against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceedings, or any appeal from such 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, or having served at the Association's request as a Director or officer of any other corporation, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. 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.

8.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested Directors upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

8.3 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving

at the request of the Association as a Director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles of Incorporation.

ARTICLE 9

BY-LAWS

The first 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 10

TERM

10.1 The effective date upon which this Association shall come into existence shall be the date of subscription and acknowledgment of these Articles, and it shall exist perpetually thereafter unless resolved according to law.

ARTICLE 11

TURNOVER OF ASSOCIATION CONTROL

11.1 After control of the Association is obtained by the members, the Association may institute, maintain, settle or appeal actions or hearings in the name of the Association on behalf of all members concerning matters of common interest to the members; including, but not limited to, the common elements, roof or structural components of the building, or other improvements of which the Association is responsible; and common areas; and mechanical, electrical or plumbing elements serving and improving the building for which the Association is responsible. The Association may defend actions in eminent domain or bring inverse condemnation actions. Nothing contained herein shall limit the statutory or common law right of any individual member to bring any action without participation by the Association.

ARTICLE 12

OFFICIAL RECORDS

The Association shall maintain each of the following items, when applicable, which Constitutes the Official Records of the Association:

12.1 Records that must be permanently maintained from inception:

(a) Copies of any plans, specifications, permits and warranties related to improvements constructed on the common areas or other property the Association is obligated to

maintain, repair or replace; including, but not limited to, all plans, permits and warranties provided by the Developer.

(b) A copy of the recorded By Laws of the Association and of each Amendment to the By Laws.

(c) A certified copy of these Articles of Incorporation of the Association and of each Amendment thereto.

(d) A copy of the Declaration of Condominium as recorded in the Public Records of Flagler County, Florida and a copy of each Amendment thereto.

(e) A copy of the current Rules and Regulations of the Association.

(f) The Minutes of all meeting of the Board of Directors and of the Members.

12.2 Other records that must be maintained for seven (7) years:

(a) A current roster of all Members and their mailing addresses and unit identification. The Association shall also maintain the electronic mailing address and the number designated by Members for receiving Notice sent by electronic transmission of those Members consenting to receive Notice by electronic transmission. The electronic mailing address and numbers provided by unit owners to receive Notice by electronic transmission shall be removed from Association records when consent to receive Notice by electronic transmission is revoked. Notwithstanding, the Association is not liable for an erroneous disclosure of the electronic mailing address or the number for receiving electronic transmission of Notices.

(b) All current Association insurance policies or a copy thereof.

(c) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility.

(d) The financial and accounting records of the Association, kept according to good accounting practice. The financial and accounting records must include:

1. Accurate, itemized and detailed records of all receipts and expenditures.

2. A current account and a specific statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

3. All audits, reviews, accounting statements, financial statements and financial reports of the Association.

4. All contracts and bids for work to be performed.

12.3 The official records shall be maintained within the State for periods described above and shall be made available to a unit owner for inspection or photocopying within forty five (45) miles of the Condominium or within the County in which the Association is located within ten (10) business days after receipt by the Board or its designee of a written request. This provision may be complied with by having a copy of the official records available for inspection or copying, or, at the option of the Association, by making the records available to a unit owner electronically via the internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The official records must be available to all members at reasonable times.

12.4 The Association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not require a unit owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a unit owner's right to inspect the records. Tenants are expressly entitled to receive any and all official records available to members. Notwithstanding this provision, all records identified in Florida Statute Section 718.111 (2018) (as may be amended from time to time) that are not deemed to be accessible, shall not be accessible to members.

ARTICLE 13

AMENDMENTS

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

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

13.2 A resolution proposing the adoption of a proposed amendment may be proposed either by the Board of Directors or by either member owning one (1) of the units in the Condominium. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must be approved by a unanimous vote of the members voting at a meeting called for that purpose at which all members are present in person or by proxy.

13.3 In the alternative, an amendment may be made by an agreement signed and acknowledged by all members of the Board of Directors and all of the record owners of units subject to the jurisdiction of the Association in the manner required by the execution of a deed.

13.4 No amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon each Condominium. No amendment shall be made that is in conflict with the Condominium Act or with the Declaration of Condominium.

13.5 A copy of each amendment shall be certified by the Secretary of the Association, and be recorded in the Public Records of Flagler County, Florida, along with a certificate executed by the President or authorized officer and attested by the Secretary or Assistant Secretary of the Association reciting the facts necessary to establish that the Amendment was duly adopted, and said certificate shall be conclusively binding in favor of anyone relying thereon.

ARTICLE 14

INCORPORATION

The name and address of the incorporators of these Articles of Incorporation are as follows:

Kevin Shamlou	21 Hospital Drive, Suite 200, Palm Coast, FL 32164
Michael Makowski	21 Hospital Drive, Suite 200, Palm Coast, FL 32164
Jeffrey A. Dann	21 Hospital Drive, Suite 200, Palm Coast, FL 32164

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on the 19th day of October, 2018.

**SEPARATE SIGNATURES PAGES ATTACHED HERETO AND
INCORPORATED HEREIN.**

Signed, sealed and delivered in our Presence:

Linda Jarosz
Witness Signature

Linda Jarosz
Witness Printed Name

[Signature]
Witness Signature

Jerry C. West
Witness Printed Name

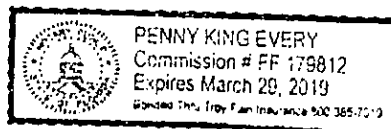
[Signature]
Kevin Shamlou

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 19 day of October, 2018 by Kevin Shamlou, X who is personally known to me or () who has produced _____ as identification and who did not take an oath.

[Signature]
NOTARY PUBLIC
My commission expires:



Signed, sealed and delivered in our
Presence:

Linda Jarosz
Witness Signature

Linda Jarosz
Witness Printed Name

Jetty Sweet
Witness Signature

Jetty Sweet
Witness Printed Name

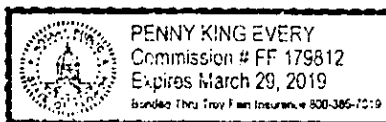
Michael Makowski
Michael Makowski

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 19 day of October, 2018 by Michael Makowski, (☒) who is personally known to me or () who has produced _____ as identification and who did not take an oath.

Penny King Every
NOTARY PUBLIC
My commission expires:



Signed, sealed and delivered in our
Presence:

Linda Jarosz
Witness Signature

Linda Jarosz
Witness Printed Name

Jerry Sweet
Witness Signature

Jerry Sweet
Witness Printed Name

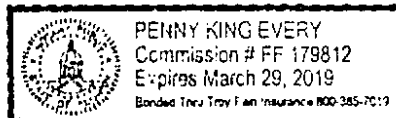
Jeffrey A. Dann
Jeffrey A. Dann

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 19 day of
October, 2018 by Jeffrey A. Dann, X who is personally known to me or () who
has produced _____ as identification and who did not
take an oath.


Penny King Every
NOTARY PUBLIC
My commission expires:



**CERTIFICATE DESIGNATING REGISTERED
AGENT AND STREET ADDRESS FOR SERVICE OF PROCESS**

Pursuant to Section 48.091, Florida Statutes PALM COAST MEDICAL OFFICE BUILDING CONDOMINIUM ASSOCIATION, INC. desiring to incorporate under the laws of the State of Florida hereby designates LINDA G. JAROSZ, 21 Hospital Drive, Suite 200, Palm Coast, FL 32164, as its Registered Agent and the street address of its office, respectively, for the service of process within the State of Florida.

PALM COAST MEDICAL OFFICE
BUILDING CONDOMINIUM
ASSOCIATION, INC.

By: ✓  _____
Kevin Shamlou, President

ACCEPTANCE OF DESIGNATION

The undersigned hereby accepts the foregoing designation as Registered Agent of Palm Coast Medical Office Building Condominium Association, Inc. 21 Hospital Drive, Suite 200, Palm Coast, FL 32164 for the service of process within the State of Florida.

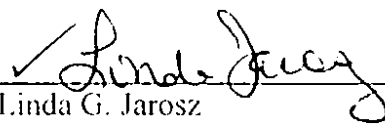
✓  _____
Linda G. Jarosz

EXHIBIT "1"
TO
ARTICLES OF INCORPORATION

(Legal Description)

Lot 20, Town Center Phase 1, according to the map or plat thereof as recorded in Map Book 35, pages 13 through 22, of the Public Records of Flagler County, Florida.