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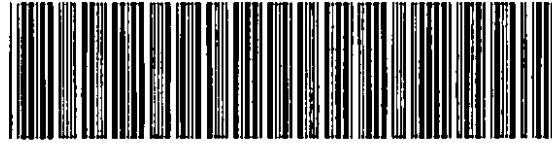
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## COVER LETTER

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**SUBJECT:** Middleburg Professional Center, Inc.

**(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)**

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☒ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee &  
Certificate of  
Status

☐ \$78.75  
Filing Fee  
& Certified Copy

☐ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

**FROM:** The Davie Law Firm, P.A./ John David Horne

\_\_\_\_\_  
Name (Printed or typed)

733 N. Palmetto Avenue

\_\_\_\_\_  
Address

Green Cove Springs, Florida 32043

\_\_\_\_\_  
City, State & Zip

(904) 276-5344

\_\_\_\_\_  
Daytime Telephone number

jhorne@davielawfirm.com

\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

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**NOTE: Please provide the original and one copy of the articles.**

**ARTICLES OF INCORPORATION  
OF  
MIDDLEBURG PROFESSIONAL CENTER, INC..  
A FLORIDA NONPROFIT CORPORATION**

The undersigned subscribers hereby associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida; and hereby adopt the following Articles of Incorporation.

**ARTICLE 1  
NAME**

The name of the Corporation shall be **MIDDLEBURG PROFESSIONAL CENTER, INC.** For convenience, the Corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

**ARTICLE 2  
PURPOSE**

2.1. The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes (the "Act") as it exists on the date hereof for the operation of that certain condominium located in Clay County, Florida, and known as **MIDDLEBURG PROFESSIONAL CENTER, INC., A CONDOMINIUM** (the "Condominium").

2.2. The Association shall be a nonprofit corporation organized and existing pursuant to Chapter 617, Florida Statutes, shall make no distributions of income to its members, and upon dissolution all assets of the Association shall be transferred only to another nonprofit corporation or a public agency.

**ARTICLE 3  
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Condominium to be recorded in the Public Records of Clay County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 4  
POWERS**

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

4.1. **COMMON LAW AND STATUTORY; CORPORATION.** The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws or the Act.

4.2. **CONDOMINIUM ACT.** The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the Bylaws and the Declaration, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time,

4.2.1. **ASSESSMENTS.** To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.3. **MAINTAIN AND REPLACE.** To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and all other property acquired or leased by the Association.

4.2.5. **RULES AND REGULATIONS.** To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners. Provided, however, that all such rules and regulations and all amendments thereto shall be approved by not less than 66-2/3% of the votes of the entire membership of the Association before same shall be effective.

**4.2.7. ENFORCEMENT.** To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Condominium Property, subject, however, to the limitation regarding assessing Units owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declaration and/or Bylaws.

4.2.9. **CONTRACT FOR MANAGEMENT.** To contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be the Developer or an affiliate of the Developer) to assist the Association in carrying out its powers and duties by delegating to the management agent such powers and duties of the Association as are determined by the Board of Directors, including but not limited to the solicitation and submission of proposals, collection of Assessments, preparation of records, enforcement of rules and regulations, and maintenance, repair and replacement of the Common Elements, with such funds as shall be made available by the Association for such purposes. The Association and its officers and directors shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

4.3. **CONDOMINIUM PROPERTY.** All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4.5. **CONTRACTS.** Directors and Officers of the Association may exercise all the powers set forth herein notwithstanding the fact that some or all of them are persons with whom the Corporation enters into contracts or are persons who own some or all of the proprietary interest in an entity with which the Association enters into contracts.

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in accordance with the provisions hereof and of the Laws of Florida, the Declaration, these Articles, the Bylaws and the Act.

## **ARTICLE 5 MEMBERS**

5.1. **MEMBERSHIP.** The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns. Membership shall be appurtenant to, and may not be separated from, ownership of the unit.

5.2. **ASSIGNMENT.** 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 for which that share is held.

5.3. **CHANGE OF MEMBERSHIP.** Change of membership in the Association shall be accomplished by the recording in the public records of Clay County, Florida of a deed or other conveyance or instrument establishing a record title to a Unit in the condominium, and the delivery to the Association of a copy of the recorded deed, other conveyance or instrument, together with such new ownership information as the Association shall reasonably request, including but not limited to the name, address and telephone number of the new owner and of an emergency contact for the new owner. The owner designated by such recorded deed, other conveyance or instrument shall become a member of the Association, and the membership of the prior owner shall be terminated, upon compliance with the provisions hereof.

5.4. **VOTING.** On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5.5. **MEETINGS.** The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

5.6. **TERMS AND CONDITIONS.** The Bylaws shall provide such other terms and conditions of membership in the Association not in conflict herewith which the Association desires.

## **ARTICLE 6 TERM OF EXISTENCE**

The Association shall have perpetual existence, unless dissolved by the unanimous consent of all members of the Association or as set forth in the Declaration of Condominium.

## **ARTICLE 7 SUBSCRIBER**

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

Matthew T. Crews  
2500 Blanding Boulevard, Suite 100  
Middleburg, Florida 32068

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-D

Arlene Singleton Loudin  
2500 Blanding Boulevard, Suite 300  
Middleburg, Florida 32068

Kim A. Detwiler  
2500 Blanding Boulevard, Suite 300  
Middleburg, Florida 32068

Paula K. Crews  
2500 Blanding Boulevard, Suite 100  
Middleburg, Florida 32068

## **ARTICLE 8 OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Matthew T. Crews 2500 Blanding Boulevard, Suite 100 Middleburg, Florida 32068
Vice-President:	Arlene Singleton Loudin 2500 Blanding Boulevard, Suite 300 Middleburg, Florida 32068
Secretary	Kim A. Detwiler 2500 Blanding Boulevard, Suite 300 Middleburg, Florida 32068
Treasurer:	Paula K. Crews 2500 Blanding Boulevard, Suite 100 Middleburg, Florida 32068

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## **ARTICLE 9 DIRECTORS**

9.1. NUMBER AND QUALIFICATION. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided the by Bylaws, but which shall consist of not less than the number of directors required by law. Directors need not be members of the Association. Such Board shall be known

as the "Board of Administration," and may also be referred to as the Board of Directors.

9.2. DUTIES AND POWERS. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

9.3. 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 set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9.4. FIRST DIRECTORS. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

Matthew T. Crews  
2500 Blanding Boulevard, Suite 100  
Middleburg, Florida 32068

Arlene Singleton Loudin  
2500 Blanding Boulevard, Suite 300  
Middleburg, Florida 32068

Kim A. Detwiler  
2500 Blanding Boulevard, Suite 300  
Middleburg, Florida 32068

Paula K. Crews  
2500 Blanding Boulevard, Suite 100  
Middleburg, Florida 32068

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## **ARTICLE 10 INDEMNIFICATION**

10.1. INDEMNIFY. 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, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he 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 him in connection with such action, suit 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 did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be defined in scope and extent. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.2. **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, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.3. **ADVANCES.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an agreement or 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 is entitled to be indemnified by the Association as authorized in this Article 10.

10.4. **MISCELLANEOUS.** The indemnification provided by this Article 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 such person.

10.5. **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 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 this Article.

10.6. **AMENDMENT.** Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

## **ARTICLE 11 BYLAWS**

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

## **ARTICLE 12 AMENDMENTS**

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

12.1. **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.

12.2. **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 or disapproval in writing, providing the approval or disapproval is delivered to the Secretary at or prior to the meeting. The approvals must be by not less than a majority of the votes of all of the members of the Association represented at a meeting at which a quorum thereof has been attained, a quorum being no less than a majority of members.

12.3. **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 Sections 4.3., 4.4., 4.5 or 4.6. of Article 4, entitled "Powers", without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. 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 12.3 shall be effective.

12.4. 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 Clay County, Florida.

**ARTICLE 13  
INITIAL REGISTERED OFFICE; ADDRESS  
AND NAME OF REGISTERED AGENT**

The initial registered office of this Corporation shall be at 2500 Blanding Boulevard, Suite 300, Middleburg, Florida 32068. The Association may maintain its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be **MATTHEW T. CREWS**.

IN WITNESS WHEREOF, the subscriber has affixed their signatures the days and years set forth below.


  
\_\_\_\_\_  
**MATTHEW T. CREWS**

**STATE OF FLORIDA  
COUNTY OF CLAY**

**BEFORE ME**, the undersigned authority, personally appeared **MATTHEW T. CREWS** who is known to be the person described in and who subscribed the above Articles of Incorporation, and did freely and voluntarily acknowledge before me according to law that he made and subscribed the same for the uses and purposes described therein mentioned.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal this 3rd day of October, 2022, in the County and State aforesaid.



  
\_\_\_\_\_  
**NOTARY PUBLIC**  
State of Florida at large  
(SEAL)

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CLAY COUNTY, FLORIDA

**ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT  
MIDDLEBURG PROFESSIONAL CENTER, INC.**

Having been named as registered agent and to accept service of process for the above-named corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Dated: Oct. 3, 2022.

  
**MATTHEW T. CREWS**  
Registered Agent

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J. D. [illegible]  
[illegible]