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Page 1 of 2

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**FLORIDA PROFIT/NON PROFIT CORPORATION**  
**Parcel 27 Land Condominium Association, Inc.**

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**ARTICLES OF INCORPORATION  
OF  
PARCEL 27 LAND CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED INCORPORATOR, being a natural person competent to contract, for the purpose of forming a corporation not-for-profit under the laws of the State of Florida, does hereby adopt, subscribe and acknowledge the following Articles of Incorporation.

**ARTICLE I. NAME; DEFINITIONS**

The name of the Association shall be PARCEL 27 LAND CONDOMINIUM ASSOCIATION, INC. ("Association"). All capitalized terms contained in this Instrument shall have the same defined meaning as contained in the Declaration of Condominium for PARCEL 27 LAND CONDOMINIUM, A Condominium ("Declaration"), unless otherwise provided to the contrary.

**ARTICLE II. PURPOSE AND POWERS**

**Section 1. Purpose.** The purpose for which the Association is organized is to provide an entity for the operation and governance of the land condominium known as Parcel 27 Land Condominium, A Condominium (the "Condominium"), located upon lands in Manatee County, Florida, said property being described in the recorded Declaration. The Association shall not be operated for profit and shall make no distribution of Income to its members, directors or officers.

**Section 2. Powers.** The Association shall have all of the common-law and statutory powers of a Association not-for-profit which are not in conflict with the terms of these Articles.

The Association shall have all of the powers and duties contemplated in the Declaration and the Florida Condominium Act (the "Act") together with all of the powers and the duties reasonably necessary to operate the Condominium pursuant to the Declaration as it may be amended from time to time, and such other documents or agreements that may exist from time to time pertaining to the Condominium. The powers and duties, which the bylaws of the Association (the "Bylaws") may set forth in more detail, shall include, but shall not be limited to, the following specific powers and duties:

(a) To make and collect Assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium, which shall include without limitation adequate assessments for the costs of maintenance and operation of the Surface Water Management System, if any, and to make such other Special Assessments against Unit Owners as the Declaration shall provide, and to enforce such levy of Assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration.

(b) To use the proceeds of the Assessments in the exercise of its powers and duties, and as provided in the Declaration.

(c) To maintain, repair, replace and operate the Condominium Property, including the right of access to each Unit in the Condominium during reasonable hours as may be necessary for maintenance, repair or replacement of any Common Elements located in or accessible from the Unit, and the right of access to each Unit at any time as may be necessary to make emergency repairs to prevent damage to the Common Elements or other Units.

(d) To purchase Insurance and enter into contracts for services, utilities and other purposes as may be deemed appropriate.

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(e) To reconstruct Common Element improvements after casualty and further improve the Condominium Property.

(f) To make and amend reasonable rules and regulations respecting the use of the Condominium Property.

(g) To perform such functions as may be specified in the Declaration and the By-Laws.

(h) To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners.

(i) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws of the Association and any rules and regulations promulgated by the Association.

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

(k) To lease, maintain, repair and replace the Common Elements as same are defined in the Declaration.

(l) To the extent permitted in the Declaration, to acquire or enter into agreements acquiring leaseholds, memberships or other possessory, use or ownership interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses as Common Expenses.

(m) To purchase a Unit or Units of the Condominium for any purpose and to hold, lease, mortgage or convey such Units on terms and conditions approved by the Board of Directors.

(n) To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.

(o) To contract for the management and maintenance of the Condominium Property 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, and other sums due from Unit Owners, preparation of records, enforcement of rules and maintenance, repair and the replacement of the Common Elements with funds as shall 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 execution of contracts on behalf of the Association.

(p) To bring suit as may be necessary to protect the Association's interests, the interests of the Association's Members, or the Condominium Property, and to be sued.

(q) To the extent permitted in the Declaration, to grant easements in the Common Elements for access to the Condominium Property, including without limitation easements to those providing service to the Common Elements or to the Units, and to grant utility and other public easements to utility companies, governmental agencies, and other public companies which serve the Condominium Property.

#### **ARTICLE III. DEVELOPER**

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Lakeview Associated Enterprises-Phase 1, Inc., a Florida corporation organized under the laws of Florida ("Developer"), shall make and declare or has made and declared a certain Declaration of Condominium submitting to condominium ownership certain property described therein under the terms, covenants, and conditions expressed more fully therein; the Condominium is to be known as PARCEL 27 LAND CONDOMINIUM, A CONDOMINIUM.

#### **ARTICLE IV. TERM**

Existence of the Association shall commence with the filing of these Articles with the Florida Department of State. The Association shall exist in perpetuity, unless the Condominium is terminated pursuant to the provisions of its Declaration, and in the event of such termination, the Association shall be dissolved in accordance with applicable law. Safeguards required by the Southwest Florida Management District in the case of dissolution are contained within the Bylaws.

#### **ARTICLE V. INCORPORATOR**

The name and address of the incorporator of this Association is as follows:

David B. Taylor, III  
Beggs & Lane, RLLP  
501 Commendancia Street  
Pensacola, Florida 32502

#### **ARTICLE VI. OFFICERS**

The officers of the Association shall be a President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may from time to time determine. The officers of this Association shall be elected for a term of 1 year (unless otherwise provided in the Bylaws), and until a successor shall be elected and qualified, by the Board of Directors at their annual meeting and in accordance with the provisions provided therefor in the Bylaws of the Association.

The names of the persons who shall serve as the first officers are:

Tra Williams, President  
Xan Smith, Vice-President  
Allison Hill, Secretary/Treasurer

#### **ARTICLE VII. DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors composed of not less than three (3) directors. The first Board of Directors shall be comprised of three (3) persons who shall serve until their respective successors are elected (or designated) and qualified pursuant to the Bylaws. The names and addresses of the members of the Board of Directors who shall serve as the first Directors are:

Tra Williams, 1221 W. Lakeview Avenue, Pensacola, Florida 32501  
Xan Smith, 1221 W. Lakeview Avenue, Pensacola, Florida 32501  
Allison Hill, 1221 W. Lakeview Avenue, Pensacola, Florida 32501

#### **ARTICLE VIII. BYLAWS**

The initial Bylaws of the Association shall be attached as an exhibit to the Declaration and shall be adopted by the first Board of Directors.

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#### **ARTICLE IX. MEMBERS**

Membership in the Association shall automatically consist of and be limited to all of the record owners of Units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association and said membership is to become vested in the transferee. If Unit ownership is vested in more than one person then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but the owner(s) of each Unit shall only be entitled to one (1) vote as a member of the Association. The manner of designating voting members and exercising voting rights shall be determined by the Bylaws.

#### **ARTICLE X. AMENDMENTS**

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth the proposed amendment and, if there are members of the Association, the Board shall direct that it be submitted to a vote at a meeting of the members, which may be either the annual or a special meeting. If there are no members of the Association, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon within the time and in the manner provided herein for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the total voting interests in the Association.

No amendment to these Articles of Incorporation shall be made which affects any of the rights and privileges provided to Developer in the Condominium Documents without the written consent of the Developer.

#### **ARTICLE XI. PRINCIPAL PLACE OF BUSINESS**

The principal place of business of the Association shall be 1221 W. Lakeview Avenue, Pensacola, Florida 32502, or at such other place or places as may be designated from time to time.

#### **ARTICLE XII. REGISTERED OFFICE AND AGENT**

The street address of the Initial registered office of the Association and the name of the Initial registered agent at that address are:

Beggs & Lane, a Registered Limited Liability Partnership  
Attn: David B. Taylor, III  
501 Commenda Street  
Pensacola, Florida 32502

#### **ARTICLE XIII. INDEMNIFICATION**

The Association shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any

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action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**ARTICLE XIV - DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of the members. Upon dissolution of the Association, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such public agency refuses to accept such distribution, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization organized and operated for such similar purposes. In the event of a termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which complies with any applicable section of the Florida Administrative Code, and with the SWFWMD Applicant's Handbook, and be approved by the SWFWMD prior to such termination, dissolution or liquidation.

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IN WITNESS WHEREOF, the subscribing Incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 21<sup>st</sup> day of November, 2016.

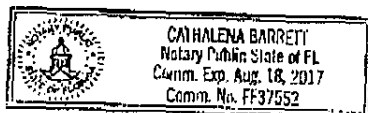
  
David B. Taylor, III, Incorporator

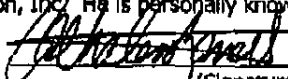
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of November, 2016, by David B. Taylor, III, being known to me to be the person who executed the foregoing Articles of Incorporation of Parcel 27 Land Condominium Association, Inc. He is personally known to me.

My Commission Expires: Aug. 18, 2017

(AFFIX NOTARY SEAL)



  
(Signature)  
Name: Cathalena Barrett

(Legibly Printed)

Notary Public, State of Florida

FF37552

(Commission Number, if any)

**ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT**

The undersigned, having been named as registered agent and to accept service of process for PARCEL 27 LAND CONDOMINIUM ASSOCIATION, INC., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of her duties and is familiar with and accepts the obligations of her position as registered agent.

BEGGS & LANE, a registered limited liability partnership

11/21/2016  
Date

By: 

David B. Taylor, III

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