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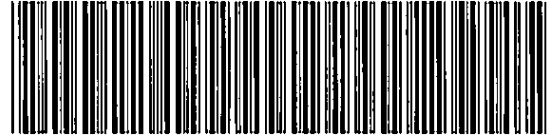
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MALOREY SQUARE NORTH UNIT...

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 24, 2021

CAPITAL CONNECTION

SUBJECT: MALLORY SQUARE NORTH CONDOMINIUM OWNERS
ASSOCIATION, INC.
Ref. Number: W21000128872

We have received your document for MALLORY SQUARE NORTH CONDOMINIUM OWNERS ASSOCIATION, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all the appropriate places. One or more words may be added to make the name distinguishable from the one presently on file. A search for name availability can be made on the Internet through the Division's records at www.sunbiz.org.

Please note the name of a limited liability company must contain the words "Limited Liability Company," the abbreviation "L.L.C.", or the designation "LLC". The following suffixes are no longer acceptable: "Limited Company," "L.C.," "LC.," "Ltd.," and "Co."

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Neysa Culligan
Regulatory Specialist III

Letter Number: 421A00023215

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SECRETARY OF STATE
TALLAHASSEE, FL

**ARTICLES OF INCORPORATION
FOR
MALLORY SQUARE NORTH UNIT
OWNERS ASSOCIATION, INC.**

The undersigned, by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, *Florida Statutes*, and certify as follows:

**ARTICLE I
NAME OF CORPORATION AND PRINCIPAL ADDRESS**

The name of the corporation shall be Mallory Square North Unit Owners Association, Inc. (the "Association"). The principal address shall be, and the street address of its initial principal office is, 16604 Perdido Key Drive, Pensacola, FL 32507. The Association's Board of Directors may change the location of the principal address from time to time.

**ARTICLE II
PURPOSES**

2.1. **Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, *Florida Statutes* (the "Condominium Act"), for the operation of Mallory Square North, a Condominium (the "Condominium"), and to operate, manage, maintain and control all of the common elements of the Condominium, inclusive of the recreational, greenspace, ingress and egress, parking, storage, docks, utilities and other related amenities as may be from time to time constructed thereon (the "Common Elements"), all as more particularly described in the Declaration of Condominium of Mallory Square North, a Condominium (the "Declaration") upon land situated in Escambia County, Florida.

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

**ARTICLE III
POWERS**

3.1. **Common Law and Statutory Powers.** The Association shall have all the common law and statutory powers of a corporation not for profit, not in conflict with the terms of these Articles of Incorporation, the Bylaws of the Condominium (the "Bylaws"), the Declaration or the Condominium Act, and the Association's Rules and Regulations.

3.2. **Specific Powers.** The Association shall have all the powers and duties set forth in the Condominium Act and Chapter 617, *Florida Statutes* (the "Florida Not-For-Profit Corporation Act"). The Association shall also have all the powers and duties set forth in the Declaration and the Bylaws, as they may be amended from time to time; and all the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and the Condominium Act, including, but not limited to, the following:

3.2.1 To make, amend and collect annual and Special Assessments against Unit Owners as members to defray the common expenses and losses of the Association.

3.2.2 To manage and use the proceeds of Assessments and common surplus, if any, in the exercise of its powers and duties.

3.2.3 To maintain, repair, alter, improve, replace, administer and operate the Condominium Property, which shall include the irrevocable right of access to each Unit during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any Common Elements or any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to inspect and/or prevent damage to the Common Elements or a Unit or Units.

3.2.4 To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its directors, officers and its members as Unit Owners.

3.2.5 To reconstruct improvements after casualty and to further improve the Condominium Property.

3.2.6 To make and amend reasonable Rules and Regulations regarding the use, appearance and occupancy of the Units, the Common Elements, the Limited Common Elements and the Condominium Property.

3.2.7 To approve or disapprove the transfer, lease, mortgage and ownership of Units in the Condominium.

3.2.8 To enforce by legal means the provisions of the Condominium Act, the Declaration, the Articles of Incorporation, the Bylaws and any Rules and Regulations promulgated by the Board of Directors.

3.2.9 To contract for the management, operation, administration and maintenance of the Condominium Property and to delegate to such contracting party any powers and duties of the Association, except such as are specifically required by the Declaration, the Articles of Incorporation, the Bylaws or by the Condominium Act to have the approval of the Board of Directors or the membership.

3.2.10 To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Condominium, including, but not limited to, management of the Association and administration of an Association rental program.

3.2.11 To enter into agreements acquiring leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use benefits of the Unit Owners.

3.2.12 To purchase, acquire or take title to Units within the Condominium for the purpose of selling or leasing same or use by a resident manager, rental agent or other similar person.

3.2.13 To sue and be sued, including bringing actions in accordance with the Condominium Act to foreclose liens and recover money judgments.

3.3. **Emergency Powers.** In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by the provisions of the Condominium Act, and the Not-For-Profit Corporation Act, all as amended from time to time. For purposes of this Section 3.3 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

3.3.1 Conduct Board of Directors meetings and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including, but not limited to, publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting on the Condominium Property or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors decisions may be communicated as provided in this Section. The directors in attendance at such a Board of Directors meeting (if more than one (1) director) shall constitute a quorum.

3.3.2 Cancel and reschedule any Board of Directors, membership or committee meeting.

3.3.3 Name persons who are not directors as interim assistant officers, which assistant officers shall have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.

3.3.4 Relocate the Association's principal address or designate alternative principal addresses.

3.3.5 Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

3.3.6 Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, electricity; water, sewer, or security systems; or heating, ventilating and air conditioners.

3.3.7 Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Condominium Property unavailable for entry or occupancy by Unit Owners, family members, tenants, guests, agents, occupants, or invitees to protect the health, safety, or welfare of such persons.

3.3.8 Require the evacuation of the Condominium Property in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any Unit Owner or other occupant of the Condominium fail or refuse to evacuate the Condominium Property where the Board of Directors has required evacuation, the Association shall be immune from liability or injury to persons or property arising from such failure or refusal.

3.3.9 Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine whether the Condominium Property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration.

3.3.10 Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of mold, mildew or fungus by removing and disposing of wet drywall, insulation, carpet, carpet pad, baseboards, air ducts, cabinetry, any and all personal property or belongings of a resident or Owner, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Condominium Property, even if the Unit Owner is obligated by the Declaration or Florida law to insure or replace those fixtures and to remove personal property from a Unit.

3.3.11 Contract, on behalf of any Unit Owner or Owners, for items or services for which the owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Condominium Property. In such event, the Unit Owner or Owners on whose behalf the Board of Directors has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its assessment and claim of lien authority as provided in the Condominium Act and in the Declaration to enforce collection of the charges. Without limitation, such items or services may include the drying of Units, the boarding or other enclosure of broken or damaged windows, sliding glass doors, exterior doors, and the replacement of damaged air conditioners or air handlers to provide climate control in the Units or other portions of the Condominium Property.

3.3.12 Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, these Articles of Incorporation, or the Bylaws, the Board of Directors may levy one or more Special Assessments without a vote of the Unit Owners.

3.3.13 Without Unit Owner approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in these Articles of Incorporation, the Declaration or the Bylaws.

3.3.14 Corporate action taken in good faith to meet the emergency needs of the Association or its Unit Owners shall bind the Association; have the rebuttable presumption of being reasonable and necessary; and may not be used to impose liability on a director, officer, or employee of the Association. An officer, director, or employee of the

Association acting in good faith and in accordance with this Section is only liable for willful misconduct.

3.3.15 Call meetings of the Board or Members, or joint meetings of the same via remote communication which authorizes such board members or Unit Owners to participate in meeting and be deemed to be present in person and vote at such meeting if: (i) The corporation implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a member or proxy holder; and (ii) The corporation implements reasonable measures to provide such members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings. If any member or proxy holder votes or takes other action by means of remote communication, a record of that member's participation in the meeting must be maintained by the corporation in accordance with § 617.1601, Fla. Stat.

The special powers authorized above in this Section shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Association and the Unit Owners and the Unit Owners' family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Condominium Property.

3.4. **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 of Incorporation and the Bylaws.

3.5. **Limitation on Exercise of Powers.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE IV MEMBERS

4.1. **Members.** The members of the Association shall consist of all the record Owners of Units in the Condominium as shown by recordation of a deed or other appropriate instrument in the Official Records of Escambia County, Florida. After termination of the Condominium, the membership shall consist of those who are members at the time of such termination, their successors and assigns.

4.2. **Change of Membership.** After receiving written approval of the Board of Directors, in accordance with the Declaration, change of membership in the Association shall be established by the recording, in the Official Records of Escambia County, Florida, a deed or other appropriate title instrument establishing a record interest in a Unit in the Condominium. The person or persons named on the deed or other instrument thereby automatically becomes a member of the Association and the membership of the immediate past owner is automatically terminated.

4.3. **Limitation on Transfer of Shares of Assets.** 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 member's condominium unit.

4.4. **Vote.** The Owner(s) of each Unit shall collectively be entitled to one (1) vote per Unit, as a member of the Association. The manner of exercising voting rights shall be determined by the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE V BOARD OF DIRECTORS

5.1. **Board of Directors.** The affairs of the Association will be managed by a Board consisting of not less than three (3) directors who shall be designated or elected as hereinafter set forth. Directors need not be members of the Association. Developer/Declarant, as defined in the Declaration, shall seats on the Board until the occurrence of the events described in this Article V.

5.2. **Initial Board of Directors.** The names and addresses of the members of the initial Board of Directors who have been designated as such by the Developer and who shall hold office until their successors are designated or elected as herein provided and have qualified or until removed as herein provided are as follows:

Name:	Business Address:
William Dearman	16604 Perdido Key Drive Pensacola, FL 32507
Jo Anne Dearman	16604 Perdido Key Drive Pensacola, FL 32507
George McCaw	16604 Perdido Key Drive Pensacola, FL 32507

Until unit owners other than the Developer are entitled to elect members of the Board of Directors, the members of the Board of Directors shall be designated by the Developer and may be changed from time to time as the Developer, in its sole discretion, may determine.

5.3. **Developer Appointed Board.** The initial board of directors, and replacements thereof appointed by the Developer shall serve until the occurrence of the following events:

5.3.1 If Unit Owners other than the Developer own 15 percent or more of the units in the Condominium, the Unit Owners other than the developer are entitled to elect at least one-third of the members of the Board of Directors.

5.3.2 Unit Owners other than the Developer are entitled to elect at least a majority of the members of the Board of Directors, upon the first to occur of any of the following events: (a) Three (3) years after 50 percent of the Units have been conveyed to purchasers; (b) Three months after 90 percent of the Units have been conveyed to purchasers; (c) When all the Units have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course

of business; (e) When the Developer files a petition seeking protection in bankruptcy or a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the Association or the members; or (g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to § 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.

The developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the units in the Condominium. After the developer relinquishes control of the Association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

5.4. **Member Elected Board.** Beginning with the election at which the Unit Owners other than the Developer are entitled to elect at least a majority of the Board of Directors, the affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than five (5) directors. After Unit Owners other than the Developer are entitled to elect a majority of the members of the Board of Directors, directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws

ARTICLE VI OFFICERS

The affairs of the Association shall be administered by the officers designated in the Association's Bylaws as directed by the Board of Directors. The officers shall be elected by the Board of Directors at its organizational meeting following the annual meeting of the members of the Association. The officers 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:

Name:	Business Address:	Title:
William Dearman	16604 Perdido Key Drive Pensacola, FL 32507	President
Jo Anne Dearman	16604 Perdido Key Drive Pensacola, FL 32507	Secretary
George McCaw	16604 Perdido Key Drive Pensacola, FL 32507	Treasurer

ARTICLE VII INDEMNIFICATION OF OFFICERS AND DIRECTORS

7.1. **Indemnity.** The Association shall indemnify any officer, director, or committee member 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 or she is or was a director, officer, or committee member of the Association, against expenses, including attorney's fees and appellate attorney's fees; judgments; fines; and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all 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 in or not opposed to the best interest 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 (ii) such court also determines specifically that indemnification should be denied. 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, in and of itself, create a presumption that the person did not act in good faith and in a manner which he or she 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 such conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors, and committee members as permitted by Florida law.

7.2. **Defense.** To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorney's fees and appellate attorney's fees, actually and reasonably incurred by him or her in connection therewith.

7.3. **Advances.** Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member subject to the understanding and agreement of such director, officer, or committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by this Article 7.

7.4. **Miscellaneous.** The indemnification provided by this Article 7 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, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

7.5. **Insurance.** The Association has the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, or agent of the Association, or 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 or

her in any such capacity, or arising out of his 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 7.

7.6. **Amendment.** Anything to the contrary herein notwithstanding, the provisions of this Article 7 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

7.7. **Delegation.** To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.

ARTICLE VIII BYLAWS

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

ARTICLE IX AMENDMENTS

9.1. **Amendments.** Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner: (a) the text of a proposed amendment shall be included in or with the notice of the meeting at which the proposed amendment is to be considered; and (b) an amendment may be proposed either by the Board of Directors or by a majority of the eligible voting interests of the Association in the manner provided in the Bylaws. Except as elsewhere provided, the adoption of a proposed amendment to these Articles of Incorporation must be approved by the affirmative vote of a majority of not less than the eligible voting interests of the Association present, in person or by proxy, at a membership meeting at which a quorum is present.

9.2. **Limitation on Amendments.** No amendment shall make any changes in the qualification for membership, the voting rights of members, or any change in Sections 2.2 or 3.4 without the approval in writing of all Unit Owners and the joinder of all record owners of mortgages upon units. No amendment shall be made which conflicts with the Condominium Act or the Declaration.

9.3. **Certification.** A copy of each amendment shall be filed with the Florida Secretary of State and shall be recorded in the Official Records of Escambia County, Florida, along with a certificate of amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully adopted.

9.4. **Automatic Amendment.** These Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Bylaws. Whenever the Condominium Act, the Not-For-Profit Corporation Act, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in the Articles of Incorporation, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617 and 718 of the Florida

Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

ARTICLE X TERM

The term of the Association shall be perpetual, unless sooner dissolved according to law.

ARTICLE XI INTERPRETATION

The terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Condominium and the Condominium Act, unless herein provided to the contrary, or unless the context otherwise requires. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation and the Rules and Regulations of the Association. Its interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

ARTICLE XII REGISTERED OFFICE AND AGENT

The registered agent and office of the Association, until otherwise determined by the Board of Directors, shall be Michael E. Boutzoukas, Esq., Becker & Poliakoff, P.A., 1511 N. Westshore Boulevard, Suite 1000, Tampa, Florida. The Board of Directors is authorized to change its Registered Agent and Principal Office in the manner provided by Florida law.

ARTICLE XIII DISPOSITION

Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same those to which they were required to be devoted by the Association. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

No disposition of the Association's properties shall be effective to divest or diminish any right of any member vested in such member under the recorded Declaration for the Condominium, unless made in accordance with the provisions the Declaration.

IN WITNESS WHEREOF, the Undersigned being the authorized agent of the Developer/Declarant, has executed the foregoing Articles of Incorporation this 23rd day of September 2021.

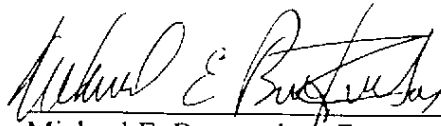
I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third-degree felony as provided for in § 817.155, Fla. Stat.



Authorized Agent
Michael E. Boutzoukas, Esq.

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



Michael E. Boutzoukas, Esq.
Registered Agent

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SECRETARY OF STATE
TALLAHASSEE, FL