

1721000012708

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H21000401768 3)))



H210004017683ABC\$

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850)617-6381

From: Account Name : CARLTON FIELDS
Account Number : 076077000355
Phone : (813)223-7000
Fax Number : (813)229-4133

2021 OCT 29 AM 9:46

FILED

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: dennispemberton@thedawsoncompany.com

FLORIDA PROFIT/NON PROFIT CORPORATION

The 52 Commercial Condominium Association, Inc.

Certificate of Status	1
Certified Copy	1
Page Count	06
Estimated Charge	\$87.50

RECEIVED

2021 OCT 29 AM 8:06

H21000401768 3

**ARTICLES OF INCORPORATION
OF
THE 52 COMMERCIAL 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 corporation shall be The 52 Commercial 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 The 52 Commercial 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 52 Commercial Condominium (the "Condominium"), located upon lands in Escambia 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 corporation 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 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 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, 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.

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

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

(f) To make and amend reasonable Rules and Regulations pertaining to the Condominium (but the Association shall not have the ability to promulgate Rules and Regulations which would serve, directly or indirectly, to curtail, prohibit, govern or inhibit use of the Units that are being utilized

H21000401768 3

H21000401768 3

in accordance with applicable Governmental Entity codes and ordinances and the terms and provisions of the Governing Documents);

- (g) To perform such functions as may be specified in the Declaration and the Bylaws.
- (h) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws of the Association and any Rules and Regulations.
- (i) To employ personnel to perform the services required for proper operation of the Condominium.
- (j) To lease, maintain, repair and replace the Common Elements as same are defined in the Declaration.
- (k) To acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses as Common Expenses.
- (l) 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.
- (m) 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.
- (n) 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 Regulations 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 Governing Documents and the Act, including, but not limited to, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.
- (o) 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.

ARTICLE III. TERM

The term for which this Association shall exist shall be perpetual.

ARTICLE IV. INCORPORATOR

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

Dennis E. Pemberton, Jr.
223 W. Gregory St.
Pensacola, FL 32502

ARTICLE V. OFFICERS

The officers of the Association shall be a President, Vice President, Secretary and Treasurer and such other officers as the Board 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

H21000401768 3

H21000401768 3

and qualified, by the Board at their annual meeting and in accordance with the provisions provided therefor in the Bylaws.

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

Harold A. Dawson, Jr. - President
Dennis E. Pemberton, Jr. - Vice President
Walter King Grant, III - Secretary

ARTICLE VI. DIRECTORS

The affairs of the Association shall be managed by a Board composed of not less than 3 directors. Until control of the Association is transferred to unit owners other than the Developer, Developer shall be entitled to designate non-member directors to the extent permitted by the Florida Condominium Act. The first Board shall be comprised of 3 persons who shall serve until their respective successors are elected (or designated) and qualified. The names and addresses of the members of the Board who shall serve as the first Directors are:

Harold A. Dawson, Jr.	223 W. Gregory St., Pensacola, FL 32502
Dennis E. Pemberton, Jr.	223 W. Gregory St., Pensacola, FL 32502
Walter King Grant, III	223 W. Gregory St., Pensacola, FL 32502

Transfer of Control shall occur on the earlier of (1) a triggering event under Section 718.301(1) of the Act, or (2) such time as Developer, in its sole discretion, elects to transfer control.

ARTICLE VII. BYLAWS

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

ARTICLE VIII. 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 vote as a member of the Association. The manner of designating voting members and exercising voting rights shall be determined by the Bylaws.

ARTICLE IX. AMENDMENTS

Prior to Transfer of Control, amendments to these Articles of Incorporation shall be adopted by the Board without any requirement or necessity for a vote of the Association membership or for consent by any party, except as may be otherwise specifically required herein. Subsequent to Transfer of Control, amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board 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.

H21000401768 3

(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 Allocated Interests entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of not less than 80% of the Allocated Interests.

ARTICLE X. PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Association shall be 223 W. Gregory St., Pensacola FL 32502, or at such other place or places as may be designated from time to time.

ARTICLE XI. 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:

NRAI Services, Inc.
1200 South Pine Island Road
Plantation, Florida 33324

ARTICLE XII. INDEMNIFICATION

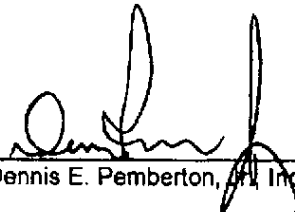
The Association shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

H21000401768 3

H21000401768 3

IN WITNESS WHEREOF, the subscribing Incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 28th day of October, 2021.

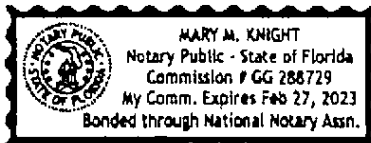

Dennis E. Pemberton, Jr., Incorporator

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of October, 2021, by Dennis E. Pemberton, Jr., being known to me to be the person who executed the foregoing Articles of Incorporation of The 52 Commercial Condominium Association, Inc. He ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)




Name: MARY M. KNIGHT
(Legibly Printed)

Notary Public, State of Florida

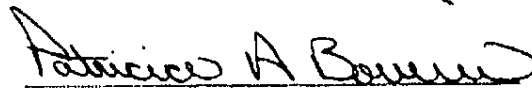
(Commission Number, If any)

H21000401768 3

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for The 52 Commercial 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.

NRAI Services, Inc.



Patricia A. Boverie, Assistant Secretary

FILED

2021 OCT 29 AM 9:46

TALLAHASSEE, FL