

ARTICLES OF INCORPORATION

OF

CORTE DE LA RUA HOME OWNERS' ASSOCIATION, INC.

A Florida Not-for-Profit Corporation

ARTICLE I – NAME

This corporation shall be known as CORTE DE LA RUA HOME OWNERS' ASSOCIATION, hereinafter referred to as the "Association." The principal office of the Association shall be located at 401 E. Chase Street, Suite 100, Pensacola, FL 32502 with a mailing address of 401 E. Chase Street, Suite 100, Pensacola, FL 32502, but meetings of the Members and Directors (both as defined herein) may be held at such places within the State of Florida, County of Escambia, as may be designated by the Board of Directors.

ARTICLE II – REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office is 908 Gardengate Circle, Pensacola, Florida 32504. The Board of Directors may from time to time change the principal office of the Association to any other address in the State of Florida. The name of the initial registered agent is Etheridge Property Management, Inc.

ARTICLE III – DEFINITIONS

The terms used in these Articles shall have the same meaning as those set forth in the Declaration of Covenants, Conditions, and Restrictions of Corte De La Rua recorded or to be recorded in the Public Records of Escambia County, Florida (the "Declaration"). Supplementary terms are as follows:

"Director" shall mean and refer to those persons elected to the Association's Board of Directors pursuant to Article VIII herein.

"Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

"Officer" shall mean and refer to those persons elected by the Board of Directors pursuant to Article IX herein.

ARTICLE IV – PURPOSES AND POWERS

The Association is not organized for pecuniary profit or financial gain, and no part of the Association's assets or income shall inure to the benefit of any Director, Officer, or Member of the Association except as may be authorized by the Board of Directors in accordance with the terms and provisions of the Bylaws of the Association with respect to the compensation of Directors, Officers

or Members of the Association for the rendition of unusual or exceptional services to the Association. The purpose for which this Association is organized is to create an entity which can provide for maintenance within the development commonly known as Corte De La Rua (the "Development"), which is contained within that certain tract of property described as the Subject Property in the Declaration and any properties that may be annexed to the Subject Property from time to time pursuant to the Declaration.

Together with any and all other property added to the control of the Association by amendment to the Declaration of Covenants, Conditions and Restrictions affecting the Subject Property, and to promote the health, safety and welfare of the residents within the Development and to:

a. Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration, as same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

b. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

c. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

d. With the assent of two-thirds (2/3) of Members and the prior written consent of Declarant so long as Declarant owns at least one (1) Lot, borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

e. Grant easements on or through the Common Area or any portion thereof;

f. Contract for the management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided by Owners, including, but not limited to, utilities or services;

g. Purchase insurance upon the Subject Property or any part thereof and insurance for the protection of the Association, its Officers, its Directors, and the Owners;

h. Employ personnel to perform the services required for the proper operation of the Association;

i. Promulgate or enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate the purposes for which the Association is organized; and

j. Have and exercise any and all powers, rights and privileges which a not-for-profit corporation and homeowners' associations organized under the Florida law may now or hereafter have or exercise by law.

ARTICLE V – QUALIFICATION AND MANNER OF ADMISSION OF MEMBERS

Every person or entity who is a record owner of a lot, either individually or jointly with others which is subject to the Declaration, including a contract seller, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

A Member, unless acting in the capacity of a duly elected officer of the Association, does not have the authority to act for the Association solely by virtue of being a Member.

ARTICLE VI – TERM OF EXISTENCE

This corporation is to exist perpetually.

ARTICLE VII – INCORPORATOR

The name and address of the Incorporator is Adam C. Cobb, 30 S. Spring Street, Pensacola, Florida 32502.

ARTICLE VIII – BOARD OF DIRECTORS

The business affairs of this Association shall be managed by the Board of Directors, which shall initially consist of three (3) members. The number of Directors may be increased or decreased from time to time as provided in the Bylaws, but shall never be less than three (3) Directors, nor more than seven (7) Directors.

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

The members of the Board of Directors need not be Members of the Association and shall serve for a term as set forth in the Bylaws.

The President of the Association shall at all times be a member of the Board of Directors, and members of the Board of Directors shall be elected and hold office in accordance with the Bylaws.

The names and street addresses of the persons who are to serve as the first Board of Directors of the corporation are:

Lauren Holstman

Steven Sebold

Meghan Gilroy-Triolo

401 East Chase Street
Suite 100
Pensacola, Florida

401 East Chase Street
Suite 100
Pensacola, Florida

401 East Chase Street
Suite 100
Pensacola, Florida

ARTICLE IX – OFFICERS

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The officers of this Association shall be a President, who shall at all times be a Member of the Board of Directors, a Vice President, and Secretary/Treasurer, and such other officers as the Board of Directors may from time to time create.

The initial officers shall be elected at the first meeting of the Board of Directors. Thereafter the officers shall be selected at the annual meeting of the Board of Directors as provided in the Bylaws and each shall hold office until he or she shall sooner resign or shall be removed or otherwise disqualified to serve. Officers shall serve at the pleasure of the Directors.

ARTICLE X – 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, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, the assets shall be granted, conveyed, and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI -- INDEMNIFICATION

The Association shall indemnify any person who 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 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 or her 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 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 interests 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 (b) such court further specifically determines that indemnification should be denied.

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 the paragraph directly above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

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 undertaking by or on behalf of the affected Director, Officer, employee or agent to repay such amount unless it shall ultimately be determined by the or she is entitled to be indemnified by the Association as authorized in this Article.

This 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.

ARTICLE XII – AMENDMENTS

These Articles of Incorporation may be amended by a two-thirds (2/3) vote of the total Members at a special meeting of the membership called for that purpose.

Amendments may also be made at a regular meeting of the membership by a two-thirds (2/3) vote of the total Members upon notice given, as provided by the Bylaws, of intention to submit such amendments. No amendment shall be made that is in conflict with the Declaration or Bylaws, nor shall any amendment make changes that would in any way affect the rights, privileges, power or options herein provided in favor of, or reserved to, Declarant, or an affiliate of Declarant, unless Declarant shall join in the execution of the amendment. No amendment shall be made to Article IV “Purposes and Powers” or Article XI “Indemnification” without the approval of all Members and the joinder of all record owners of mortgages on Lots.

The Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected solely by the Declarant.

A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law.

[A separate signature page follows.]

IN WITNESS WHEREOF, I, the undersigned subscribing incorporator, have hereunto set my hand and seal this ____ day of _____, 2022, for the purpose of forming this not-for-profit corporation under the laws of the State of Florida.

Adam C. Cobb, Incorporator

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing was acknowledged before me by means of physical presence or online notarization on this ____ day of _____, 2022, by Adam C. Cobb who personally appeared before me and is personally known to me or who has produced _____ as identification.

Notary Public

REGISTERED AGENT'S CERTIFICATE

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

CORTE DE LA RUA HOME OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, desiring to organize under the laws of the State of Florida, has named Etheridge Property Management, Inc. as its agent to accept service of process within this State.

Acknowledgment and Acceptance

Having been named to accept service of process for the above stated corporation (or Association) at the place designated in this Certificate, I hereby accept such designation and agree to comply with the provisions of said Act relative to keeping open said office.

Etheridge Property Management, Inc.

Sign: _____
Print: _____
Title: _____

Prepared By:
Adam C. Cobb, of
Emmanuel Sheppard & Condon
30 South Spring Street
Pensacola, FL 32502