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From: John F. Friedman

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p. 2 of 11

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Division of Corporations
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FLORIDA PROFIT/NON PROFIT CORPORATION

Sagewood Property Owners' Association, INC.

Certificate of Status	0
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**ARTICLES OF INCORPORATION OF
SAGEWOOD PROPERTY OWNERS' ASSOCIATION, INC.**

The undersigned incorporator hereby adopts the following Articles of Incorporation for the purpose of forming a not-for-profit corporation under the "Florida Not-For-Profit Corporation Act."

**ARTICLE I
CORPORATE NAME, CORPORATE OFFICE, INITIAL REGISTERED OFFICE AND
AGENT**

1.1. Name of the Corporation. The name of the Corporation shall be SAGEWOOD PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

1.2. Principal Office and Mailing Address. The principal office and mailing address of the Association is 801 W Romana Street, Suite A, Pensacola, FL 32502.

1.3. Registered Office and Registered Agent. The street address of the initial registered office of the Association is 127 Palafox Place, Suite 200, Pensacola, FL 32502. The name of the initial registered agent at the address of the initial registered office is Stephen R. Moorhead.

**ARTICLE II
DEFINITIONS**

The Declaration of Covenants, Conditions, Restrictions and Easements for Sagewood (the "Declaration") will be recorded in the Public Records of Escambia County, Florida, and shall govern all of the operations of the subdivision to be known as Sagewood. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

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

2.2. "Officer" shall mean and refer to those persons elected by the Board pursuant to Article VI herein.

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

**ARTICLE III
PURPOSES AND POWERS**

3.1. Purpose of the Association. The Association is formed to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements

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thereon; (ii) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (iii) administer the interests of the Association and the Owners.

3.2. Not-for-Profit Corporation. The Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its Members.

3.3. Powers of Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

(a) To exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Declaration and Bylaws, as herein provided;

(b) To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and the Subdivision;

(c) To operate, maintain and manage the Stormwater Management System. The Association shall operate, maintain and manage the Stormwater Management System in a manner consistent with the Permit requirements and applicable rules and regulations of the Northwest Florida Water Management District ("NFWFMD"), and shall assist in the enforcement of the provisions of the Declaration that relate to the Stormwater Management System. The Association shall levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Stormwater Management System. Assessments shall be used for the maintenance and repair of the Stormwater Management System and mitigation or preservation areas, including, but not limited to, work within retention areas, drainage structures, and drainage easements;

(d) To fix, levy, collect, and enforce payment, by any lawful means, of all Assessments and charges pursuant to the terms and provisions of the Declaration, Bylaws and these Articles, and to use the proceeds thereof in the exercise of its powers and duties;

(e) To pay all Operating Expenses, including, but not limited to, all license taxes or governmental charges levied or imposed against the property of the Association;

(f) To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration;

(g) To borrow money, and (i) if prior to Turnover, upon the approval of (a) a majority of the Board; and (b) the written consent of the Declarant, or (ii) from and after Turnover, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed

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or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

(h) To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of the Subdivision to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

(i) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

(j) To adopt, publish, promulgate or enforce rules, regulations, bylaws, covenants, restrictions or agreements governing the Association, the Subdivision, the Common Areas, Lots, Parcels and Homes and provided in the Declaration and to effectuate the purposes for which the Association is organized;

(k) To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

(l) To employ personnel and retain independent contractors to contract for management of the Association, the Subdivision, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

(m) To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and the Subdivision, as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services;

(n) To purchase insurance upon the property within the Subdivision or any part thereof and insurance for the protection of the Association, its Officers, its Directors and the Owners;

(o) To establish committees and delegate certain of its functions to these committees; and

(p) To have the power to sue and be sued.

The foregoing clauses shall be construed both as purposes and powers, and the enumeration of specific purposes and powers shall not be construed to limit or restrict in any way the purposes and powers of the Association that may be granted by applicable law and any amendments thereto.

ARTICLE IV VOTING

4.1. Owners and the Declarant shall have the voting rights set forth in the Declaration.

(H23000349205 3)

ARTICLE V BOARD OF DIRECTORS

5.1. Board of Directors. The business and affairs of the Association shall be managed and governed by a Board of an odd number with not less than three (3) Directors or more than five (5) Directors. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the initial Board, who shall hold office until their successors are appointed or elected, or until removed, as provided in the Bylaws, are as follows:

NAME	ADDRESS
Zenzi Rogers	801 W Romana Street, Suite A Pensacola, FL 32502
Kristina Dods	801 W Romana Street, Suite A Pensacola, FL 32502
Dennis Mayher	801 W Romana Street, Suite A Pensacola, FL 32502

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5.2. Duties and Powers. 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.

ARTICLE VI DISSOLUTION

6.1. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association, to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event of termination, dissolution or final liquidation of the Association, the responsibility of the operation and maintenance of the Stormwater Management System must be transferred to, and accepted by, an entity that would comply with Rule 62-330.310, Florida Administrative Code (2023), and the Environmental Resource Permit Applicant's Handbook Volume I, Section 12.3, and be approved in writing by the NFWFMD prior to such termination, dissolution or liquidation.

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ARTICLE VII EXISTENCE AND DURATION

7.1. Existence and Duration of the Association. The existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE VIII AMENDMENTS

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

8.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

8.2. Amendments Prior to Turnover. Prior to the Turnover, but subject to the general restrictions on amendments set forth above, the Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except to the extent limited by applicable law as of the date the Declaration is recorded. The Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

8.3. Amendments From and After Turnover. After the Turnover, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the Members.

8.4. Compliance with Governmental Agencies. Prior to Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, the NFWFMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After Turnover, but subject to the general restrictions on amendments set forth in Section 8.4, the Board shall have the right to amend these Articles, from time to time, to make such changes,

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modifications and additions therein and thereto as may be requested or required by HUD, FHA, the NFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

8.5. Limitations.

(a) Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

(b) Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of the Declarant.

(c) Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

**ARTICLE IX
OFFICERS**

9.1. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	Zenzi Rogers 801 W Romana Street, Suite A Pensacola, FL 32502
Vice President:	Kristina Dods 801 W Romana Street, Suite A Pensacola, FL 32502
Secretary/Treasurer:	Dennis Mayher 801 W Romana Street, Suite A Pensacola, FL 32502

**ARTICLE X
INDEMNIFICATION**

10.1. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of

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being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding 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 Officers may be entitled.

ARTICLE XI INTERESTED DIRECTOR OR OFFICER TRANSACTIONS

11.1. Transactions in Which Directors or Officers Are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or the Declarant, or between the Association and any other corporation, partnership, the Association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

ARTICLE XII INCORPORATOR

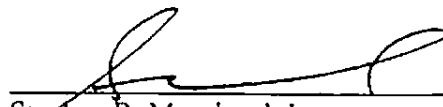
12.1. Incorporator of the Association. The name and address of the incorporator of the Association are: Stephen R. Moorhead, 127 Palafox Place, Suite 200, Pensacola, Florida 32502.

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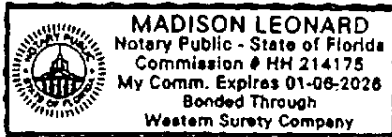
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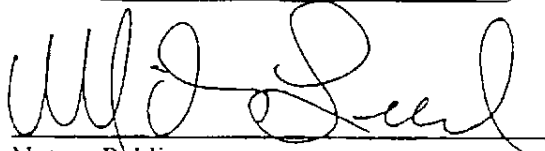
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of the Association, has executed these Articles of Incorporation on this 4th day of October, 2023.


Stephen R. Moorhead, Incorporator
127 Palafox Place, Suite 200
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 4th day of October, 2023, by Stephen R. Moorhead as Incorporator of Sagewood Property Owners' Association, Inc., a Florida not-for-profit corporation who ☒ is personally known to me or ☐ has produced _____, as identification.




Notary Public
Print Name: Madison Leonard

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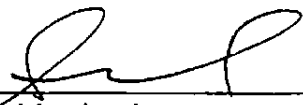
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ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 4th day of October, 2023.



Stephen R. Moorhead

Registered Office:

127 Palafox Place, Suite 200
Pensacola, FL 32502

Principal Corporation Office:

801 W Romana Street, Suite A
Pensacola, FL 32502

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