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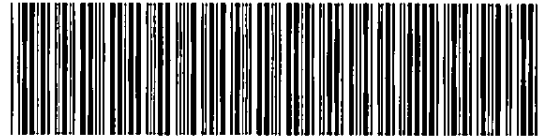
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1. **SECTION 7 ASSOCIATION, INC.**

(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

6.

(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

**CORPORATE
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- ☐ **CERTIFIED COPY** _____
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- ☐ **CUS** _____
- xx** **FILING** AMENDMENT _____

1. **GREATER ILLINOIS TITLE SERVICES, INC. dba GIT FLORIDA TITLE SERVICES**

(CORPORATE NAME AND DOCUMENT #)

2. _____
(CORPORATE NAME AND DOCUMENT #)

3. _____
(CORPORATE NAME AND DOCUMENT #)

4. _____
(CORPORATE NAME AND DOCUMENT #)

5. _____
(CORPORATE NAME AND DOCUMENT #)

6. _____
(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

ARTICLES OF INCORPORATION
FOR
SECTION 7 ASSOCIATION, INC.

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2019 AUG -8 AM 8:54

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation (these "**Articles**").

1. **Name.** The name of the corporation shall be Section 7 Association, Inc. (the "**Association**").

2. **Principal Office.** The principal office of the Association is 1805 Ponce de Leon Blvd., Suite 100, Coral Gables, FL 33134.

3. **Registered Office - Registered Agent.** The street address of the Registered Office of the Association is c/o Joseline Pereira, 1805 Ponce de Leon Blvd., Suite 100, Coral Gables, FL 33134. The name of the Registered Agent of the Association is **Joseline Pereira**.

4. **Definitions.** A declaration entitled Declaration for Section 7 (the "**Declaration**") will be recorded in the Public Records of Miami-Dade County, Florida, and shall govern the ownership, operation, and management of undeveloped vacant real property situated in Miami-Dade County, Florida ("**Mitigation Property**"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. **Purpose.** The purpose for which the Association is organized is to provide an entity for the ownership, operation, and management of the Mitigation Property.

6. **Powers and Duties.** The powers of the Association shall include and be governed by the following:

6.1. **General.** The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of the state of Florida that are not in conflict with the provisions of these Articles, the Declaration and the By-Laws.

6.2. **Enumeration.** Without limiting the foregoing, the Association shall have all of the powers and duties reasonably necessary to own, operate, and manage the Mitigation Property pursuant to the Declaration and as more particularly described in the By-Laws, including, but not limited to, the following:

6.2.1. **Funding.** To make and collect funds from Century Homebuilders Group, LLC, a Florida limited liability company ("**CHG**"), the entity that has agreed to provide all the monies required by the Association as provided in the Declaration, and to use the funds thereof in the exercise of its powers and duties, to operate, maintain, and conduct any mitigation work to comply with all laws, rules, and regulations of the Army Corps of Engineers, or any other Federal or state governmental agency having jurisdiction of the Mitigation Property.

6.2.2. **Manage the Mitigation Property.** To administer, manage, and protect Mitigation Property pursuant to the terms of Declaration for Section 7 of even date herewith.

6.2.3. Insurance. To purchase insurance upon the Mitigation Property, and purchase insurance for the protection of the Association, its officers and directors. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was 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 in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of Article 11.

6.2.4. Enforcement. To enforce by legal means the provisions of the Declaration, these Articles, and the By-Laws.

6.2.5. Management and Employees. To employ personnel, retain independent contractors, managers, and professional personnel; enter into any supply or service contracts; and contract for the management of the Mitigation Property, and, in connection therewith, to delegate powers and duties of the Association to the extent and in the manner permitted by the applicable Federal and state governmental laws, rules, regulations, decrees, Declaration, and the By-Laws.

6.2.7 Legal Action. To institute, maintain, settle, or appeal actions or hearings in its name on behalf of the Association concerning matters respecting the Associations ownership, operation, and management of the Association.

6.2.8 Transfer. To convey, sell, or transfer in fee simple title to third parties, any portions of the Mitigation Property that is released from governmental protection by the South Florida Water Management District and/or the Army Corp of Engineers.

6.3. Assignment. The funds and assets of the Association shall be expended, held or used only for the purposes authorized herein, in the Declaration, and in the By-Laws.

7. Term of Existence. The Association shall have perpetual existence.

8. Directors.

8.1. Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (the "**Board**") consisting initially of three (3) directors, but subject to change as provided by the By-Laws.

8.2. Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board, its agents, contractors and/or employees, subject only to approval by the Governmental Agencies when such approval is specifically required by the Declaration or by applicable laws rules and regulations.

8.3. Election; Removal. Directors shall be appointed, elected, and removed as provided in the By-Laws.

8.4. Current Directors. The names and addresses of the members of the current Board of Directors who shall hold office until their successors are appointed and/or elected, are as follows:

NAME

ADDRESS

Diana Manso

1805 Ponce de Leon Blvd., Suite 100
Coral Gables, FL 33134

Joseline Percira

1805 Ponce de Leon Blvd., Suite 100
Coral Gables, FL 33134

Pedro Hernandez

1805 Ponce de Leon Blvd., Suite 100
Coral Gables, FL 33134

9. Officers. The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board and shall serve at the pleasure of the Board. The names and addresses of the current officers who shall serve until their successors are designated by the Board are as follows:

PRESIDENT:

Diana Manso
1805 Ponce de Leon Blvd., Suite 100
Coral Gables, FL 33134

SECRETARY/TREASURER:

Pedro Hernandez
1805 Ponce de Leon Blvd., Suite 100
Coral Gables, FL 33134

10. Incorporator. The name and address of the Incorporator is as follows:

Diana Manso
c/o Century Homebuilders Group, LLC
1805 Ponce de Leon Blvd., Suite 100
Coral Gables, Florida 33134

11. Indemnification.

11.1. Indemnity. The Association shall indemnify any person 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 is or was a director, employee, officer, or agent of the Association, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

11.2. Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the

performance of his duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

11.3. Effect of Termination of Action. 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, of itself, create a presumption that the person did not act in good faith and in a manner which he 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 his conduct was unlawful.

11.4. Expenses. 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 Section 11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

11.5. Approval. Any indemnification under Section 11.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 11.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Owners.

11.6. Advances. 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 as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Article 11.

11.7. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the By-Laws, agreement, vote of Owners 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.

12. By-Laws. The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board, and/or as provided in the By-Laws.

13. Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

13.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

13.2. Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board.


13.3. Approval. An amendment shall be approved by the 2/3 of members of the Board.

13.4. Attendance Not Required. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

13.5. Limitation. Notwithstanding the foregoing, no amendment shall be made that is in conflict with any applicable decrees, judgments, laws, rules, and regulations enacted by or in favor of the Federal Government or the state of Florida or any of its agencies, the Declaration, or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Federal Government, state of Florida, herein or in the Declaration which are properly approved.

13.6. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Miami-Dade County, Florida.

For the purpose of forming this Association under the Laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of the 7th day of August 2019.



DIANA MANSO

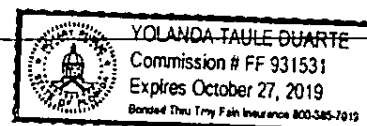
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 7 day of August 2019, by **Diana Manso**, as **President of Section 7 Association, Inc.**, a Florida not-for-profit corporation who is personally known to me or who presented _____ as identification, on behalf of the corporation.

My commission expires:


NOTARY PUBLIC, State of Florida
at Large
Print name: _____



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, 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 my duties.

Dated this 7 day of August 2019.



JOSELINE PEREIRA