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**FLORIDA PROFIT/NON PROFIT CORPORATION
COSTA BLANCA HOMEOWNERS ASSOCIATION, INC.**

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ARTICLES OF INCORPORATION OF
COSTA BLANCA HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not for Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, pursuant to F.S. 720, we, the undersigned, do hereby associate ourselves together into a corporation for the purposes and with the powers hereinafter set forth, and to accomplish that end we do hereby adopt and set forth these Articles of Incorporation, to wit:

Article I

NAME OF CORPORATION

The name of this corporation shall be: COSTA BLANCA HOMEOWNERS ASSOCIATION, INC. referred to hereinafter as the "Association." The principal office of the Association shall be at 1221 Brickell Avenue, Suite, 1590, Miami, Fl. 33131 and the mailing address shall be 1221 Brickell Avenue, Suite, 1590, Miami, Fl. 33131.

Article II

PURPOSES

The general nature, objects, and purposes of the Association are:

A. To promote the health, safety, and social welfare of the residents and owners of all lots located within Costa Blanca, a subdivision in Miami-Dade County, Florida (the "Subdivision"), being developed by Costa Blanca Homestead Investments, LLC. ("Developer").

B. To maintain all portions of the Subdivision and improvements thereon for which the obligation to maintain and repair has been delegated to the Association by the "Declaration of Covenants, Conditions, and Restrictions of Costa Blanca" (the "Declaration"), which is to be recorded in the Public Records of Miami-Dade County, Florida.

C. To operate without profit and for the sole and exclusive benefit of its members.

Article III

GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To purchase, own, hold, improve, build upon, operate, maintain, convey, transfer, dedicate for public use, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out

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contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient of carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish a budget and to fix regular and special assessments to be levied against all lots within the Subdivision which are subject to assessment pursuant to the Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements. To use proceeds of assessments in the exercise of its powers and duties.

C. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles, and By-laws.

D. To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

H. To pay all operating costs, including but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.

I. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Declaration of Covenants, Conditions, and Restrictions.

J. To purchase insurance upon the Association property for the protection of the Association and its members.

K. To reconstruct the Association property and improvements after casualty and to further improve the property, if required.

L. To enter into contracts and agreements for providing services to the Association.

M. To purchase lots in the Association subdivision, to foreclose on Association liens against lots, to convey, lease, mortgage, and improve lots owned by the Association.

N. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, the common areas, parcels and homes

as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.

O. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights of 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.

P. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

Q. To dedicate, sell, lease, or transfer all or any part of the common areas of the Subdivision to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such transfer or dedication shall be effective unless a written instrument has been signed by two-thirds (2/3) of the members consenting to a dedication, sale or transfer.

Article IV

MEMBERS

The members of this Association shall consist of the owners of lots in the Subdivision. Owners of such lots shall automatically become members upon acquisition of the fee simple title to their respective lots.

The membership of any member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's lot, except that nothing herein contained shall be construed as terminating the membership of any member who may own two or more lots so long as such member owns at least one lot.

The interest of a member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the lot which is the basis of his or her membership in the Association.

The Secretary of the Association shall maintain a list of the members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his name, address and lot number and providing a copy of the recorded deed instrument provided, however, that any notice given to or vote accepted from the prior owner of such lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary can (but shall not be required to) search the Public Records of Miami-Dade County or make other inquiry to determine the status and correctness of the list of members of the Association maintained by him or her and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

Article V

VOTING

Each lot in the Subdivision shall be entitled to one vote in all Association matters submitted to the membership, and the owner of the lot shall be entitled to cast the vote in his or her discretion. Notwithstanding the foregoing, where Developer has constructed a single dwelling unit on more than one lot, such lots shall be entitled to vote and shall be assessed in like fashion (for example, a unit on one and one-half lots would pay one and one-half assessments and have one and one-half votes in Association matters).

Article VI

BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting initially of three Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the Bylaws of the Association, but in no event shall there be less than two or more than five Directors. The Directors need not be members of the Association or residents of the State of Florida so long as the Developer retains the right to appoint a majority of the Board of Directors. Thereafter, all directors shall be members of the Association and residents of the State of Florida.

B. All Directors are subject to appointment by the member(s).

C. Except as hereinafter provided, the term of each appointed Director shall expire upon the appointment of his or her successor at the next succeeding annual meeting of members. All Directors appointed by Developer shall be on a year-term basis. Each elected Director shall serve until his respective successor has been duly appointed, or until his earlier resignation, removal, or death.

D. Any appointed Director may be removed and replaced with or without cause by Developer, in Developer's sole discretion.

E. The names and addresses of the persons constituting the first Board of Directors are as follows:

Mauricio Armando - 1221 Brickell Avenue, Ste 1590, Miami, FL

Ignacio Guerrero - 1221 Brickell Avenue, Ste 1590, Miami, FL

Article VII

OFFICERS

A. The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same

person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one year in accordance with the procedure set forth in the Bylaws.

B. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors are as follows:

President: Mauricio Armando
Vice President-Treasurer - Mauricio Armando
Secretary- Ignacio Guerrero

Article VIII

CORPORATE EXISTENCE

The Association shall have a perpetual existence.

Article IX

BYLAWS

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded by a majority vote of the Directors in the manner provided by such Bylaws.

Article X

AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles may be altered, amended, or repealed by the affirmative vote of the holders of more than one-half of the total votes of the Association membership. No amendment, however, altering the number of votes attributable to any lot pursuant to Article V hereof shall be effective without the prior written consent of the owner of such lot. Moreover, no amendment affecting the rights of Developer shall be effective without the prior written consent of Developer. Notice of the subject matter or proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A copy of each amendment shall be recorded in Public Records of Miami-Dade County, Florida.

Article XI

REGISTERED OFFICE AND REGISTERED AGENT

The initial registered office of the Association shall be at 1221 Brickell Avenue, Ste 1590, Miami, FL, and the registered agent at such address shall be Ignacio Guerrero. The Association may, however, maintain offices and transact business in such other places

within or without the State of Florida as may from time to time be designated by the Board of Directors.

Article XII

BUDGET AND EXPENDITURES

The Association shall obtain funds with which to operate by annual assessment, special assessment, fines, and other revenue received in compliance with these Articles and Bylaws of its members in accordance with the provisions of the Declaration, as the same may be supplemented by the provisions of the Association's Articles and Bylaws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing fiscal year and for the purpose of levying assessments against all lots subject to assessment, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget.

Article XIII

INCORPORATOR

The name and street address of the incorporator of these Articles is as follows:

Ignacio Guerrero - 1221 Brickell Avenue, Ste 1590, Miami, FL

Article XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and Directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or Director be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and Directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such. This expense shall be deemed a common expense and included in the annual budget.

Article XV

DISSOLUTION OF THE ASSOCIATION

In the event of the dissolution of Association other than incidental 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 its affairs of the dissolved Association and to manage the Common Areas. In the place and stead of

Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

Article XVI

BINDING EFFECT

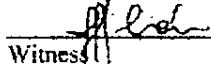
The provisions hereof shall bind and inure to the benefit of the members and Developer and their respective successors and assigns.

IN WITNESS WHEREOF, the above-named subscriber has hereunto set his hand and seals this ____ day of ____, 2020.

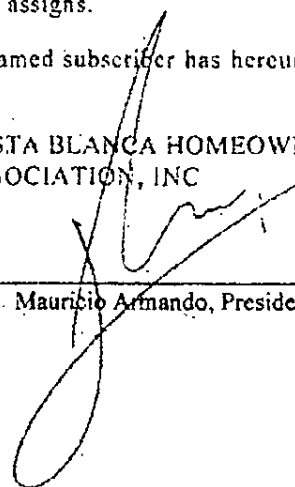
Patricia Rojas



Witness
Daisy Gawan

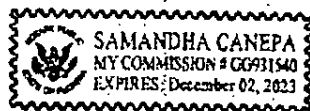

Witness


COSTA BLANCA HOMEOWNERS
ASSOCIATION, INC


By: Mauricio Armando, President

STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of March, 2020 by Mauricio Armando, President of Costa Blanca Homeowners Association, Inc. who is personally known to me or has produced _____ as identification and who did take an oath.




Notary Public, State of Florida at large

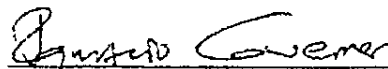
Print Name: Samantha Canepa

My commission expires:

ACCEPTANCE BY REGISTERED AGENT

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

Dated this 9 day of MARCH, 2020


Ignacio Guerrero