

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION FOR
SANCTUARY PBG HOMEOWNERS ASSOCIATION, INC.**
a Florida not for profit corporation

ARTICLE 1
DEFINITIONS

All initially capitalized terms used herein which are defined in the Amended and Restated Declaration of Covenants, Restrictions and Easements for the Sanctuary at Palm Beach Gardens, as may be amended from time to time (the "Declaration"), and not otherwise defined herein, shall have the same meaning as set out in the Declaration to which these Amended and Restated Articles of Incorporation for Sanctuary PBG Homeowners Association, Inc. (these "Articles") are attached as Exhibit "C".

ARTICLE 2
NAME AND ADDRESS

The name of the corporation is SANCTUARY PBG HOMEOWNERS ASSOCIATION, INC. The principal address and mailing address of the Association is 4227 Northlake Boulevard, Palm Beach Gardens, Florida 33410 or at such other principal address or mailing address as may be subsequently designated by the Board.

ARTICLE 3
PURPOSE

The purpose for which the Association is organized is to provide an entity for the purpose of administering a residential community known as THE SANCTUARY AT PALM BEACH GARDENS, to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set out in the Declaration, including, without limitation, the establishment and enforcement of payment of charges and Assessments contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and the Property.

ARTICLE 4
POWERS

Without limitation, the powers of the Association shall include and be governed by the following:

4.1. General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration or the Bylaws, including those powers under and pursuant to Chapter 617, Florida Statutes, as may be amended from time to time, and Chapter 720, Florida Statutes, as amended from time to time. In the event of any conflict between the provisions of Chapter 617, Florida Statutes, as amended from

time to time, and Chapter 720, Florida Statutes, as amended from time to time, the provisions of Chapter 720, Florida Statutes, as amended from time to time, shall apply. In the event of any conflict between these Articles and the Bylaws, these Articles shall control; and in the event of any conflict between these Articles and the Declaration, the Declaration shall control.

4.2. Enumeration. The Association shall also have all of the powers reasonably necessary to implement and fulfill its purposes, including, but not limited to, the following:

A. To make, collect, and enforce Assessments and other charges against Members as Owners, and to use the proceeds thereof in the exercise of its powers and duties.

B. To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

C. To maintain, repair, replace, reconstruct, improve, add to and operate the Common Properties, and other property acquired or leased by the Association.

D. To purchase insurance upon the Common Properties and insurance for the protection of the Association, its officers, directors and Owners.

E. To pay ad valorem and commercial personal property taxes, if applicable, with respect to the Common Properties.

F. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Project and for the health, comfort, safety and welfare of the Owners.

G. To approve or disapprove the leasing, transfer, ownership and possession of Lots and charge a fee therefor as may be provided by the Declaration.

H. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the Rules.

I. To contract for the management and maintenance of the Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing the powers and duties of the Association, except such as are specifically required to have the approval of the Board or of the Members.

J. To employ and dismiss personnel to perform the services required for the proper operation of the Association and the Property.

K. To borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its Assessments and/or real or personal property as security for money borrowed or debts incurred.

L. To enter any Lot at a reasonable time to make emergency repairs, to avoid waste, or to do such other work reasonably necessary for the proper protection, preservation, or maintenance of the Common Properties and all other property for which the Association is responsible to maintain.

M. To make, amend, alter, and rescind reasonable rules and regulations regarding the use and appearance of the Common Properties and the Lots.

N. To bring suit, to litigate, and to negotiate and settle claims on behalf of the Association and the Members.

O. To hire attorneys, accountants, engineers, and other professionals as the need arises and the interest of the Association warrants.

P. To contract with and create special taxing districts.

Q. To open and maintain bank accounts on behalf of the Association and designating the signatories required therefor.

R. To authorize, at its sole and absolute discretion, Owners or other persons to use portions of the Common Properties or other property owned by the Association for private parties and gatherings and to impose reasonable charges for such private use.

S. To purchase, sell, lease, mortgage, acquire, or otherwise deal with Lots at foreclosure or other judicial sales, in the name of the Association, or its designee

T. To possess, enjoy, and exercise all powers necessary to implement, enforce, and carry into effect the purposes and powers of the Association under the Declaration, these Articles, the By-Laws, and the Rules.

4.3. Association Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4.4. Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Declaration.

4.5. Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the Bylaws.

ARTICLE 5
MEMBERS

5.1. Membership. Every Owner of a Lot shall be a Member of the Association. Ownership of a Lot shall be the sole qualification for membership in the Association. When more than one Person owns an interest in any Lot (a "Co-Owner"), all such Co-Owners shall be Members, but only one such Co-Owner shall be entitled to exercise the vote to which the Lot is entitled, as set forth in the Bylaws. Membership shall continue until such time as the Member transfers or conveys such Member's interest of record or the interest is transferred or conveyed by operation of law, at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be a member of the Association. A beneficiary of a trust (as defined in former section 737.303(4)(b), Florida Statutes), provided said beneficiary occupies the Unit, or a grantor (as defined in section 733.703(3), Florida Statutes) of a trust which has a record ownership interest in a Unit (but not merely as a security interest) shall be deemed a Member of the Association. Said grantor or beneficiary shall provide the Association a copy of the relevant pages of the trust to verify same.

5.2. Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.

5.3. Voting. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Lot, which vote shall be exercised or cast in the manner provided by the Bylaws. Any person or entity owning more than one Lot shall be entitled to one vote for each Lot owned.

5.4. General Matters. When reference is made herein, or in the Declaration, the Bylaws, the Rules, management contracts, or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of eligible Members and not of the Members themselves.

ARTICLE 6
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7
INCORPORATORS

The names and address of the incorporators to these Articles are as follows:

STEVEN C. REEGER

1350 E. Newport Center Dr., #200
Deerfield Beach, Florida 33442

KEVIN BORKENHAGEN

1350 E. Newport Center Dr., #200
Deerfield Beach, Florida 33442

DRUSCILLA HOLM

1350 E. Newport Center Dr., #200
Deerfield Beach, Florida 33442

ARTICLE 8
OFFICERS

Subject to the direction of the Board, the affairs of the Association shall be administered by a President, Vice President, Secretary, and Treasurer and such other officers as the Board may from time to time designate, in the Board's sole discretion, the powers and duties of which shall be designated by the Board as the Board deems necessary in its sole discretion. The officers shall serve at the pleasure of the Board and shall meet the eligibility requirements as set forth in Chapter 720, Florida Statutes, as amended from time to time. The Bylaws shall provide for the election of officers, removal from office of officers, for filling vacancies and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

President	HOWARD ROSENKRANZ	4227 Northlake Boulevard Palm Beach Gardens, FL 33410
Vice President	[TO BE PROVIDED AFTER 2019 ORGANIZATIONAL MEETING]	4227 Northlake Boulevard Palm Beach Gardens, FL 33410
Secretary	DEBORAH PAUL	4227 Northlake Boulevard Palm Beach Gardens, FL 33410
Treasurer	JOHN MAROUSSAS	4227 Northlake Boulevard Palm Beach Gardens, FL 33410

ARTICLE 9
DIRECTORS

Number and Qualification. The property, business, and affairs of the Association shall be managed by the Board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors. All directors shall be natural persons who are eighteen (18) years of age or older, shall be Members of the Association, and shall comply with any and all additional eligibility requirements set forth in Chapter 720, Florida Statutes, as amended from time to time. The manner of election to the Board, the term of office, and other provisions regarding the Board shall be established by the Bylaws.

ARTICLE 10
INDEMNIFICATION

10.1. 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 attorneys' fees and appellate attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, and he had reasonable cause to believe that his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. 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.

10.2. 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 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.3. 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 upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall be ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article 10.

10.4. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which whose 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.

10.5. Insurance. 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 the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or his status as such, whether or not

the Association would have the power to indemnify him against such liability under the provisions of this Article.

10.6. Amendment. Anything to the contrary herein notwithstanding the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11 BYLAWS

The Bylaws may be amended in the manner provided in the Bylaws; provided, however, that at no time shall the Bylaws conflict with these Articles or the Declaration. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

ARTICLE 12 AMENDMENTS

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

12.1. 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.

12.2. Adoption. These Articles may be amended by the affirmative vote of the Members holding not less than two-third (2/3) of the votes of the Association. The approval of the Members may be obtained by taking a vote at a meeting of the Members or by written consent in lieu of a meeting in accordance with section 617.0701(4), Florida Statutes, as amended from time to time.

12.3. Limitation. No amendment shall make changes in the qualifications for membership nor in the voting rights or property rights of Members, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers," without the approval in writing of all Members and the joinder of all Mortgagees. No amendment shall be made that is in conflict with the Declaration or the Bylaws, 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 Declarant, or an affiliate of the Declarant, unless the Declarant shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.

12.4. Recording and Filing. A copy of each amendment adopted pursuant to this Article 12 shall be recorded among the Official Records of the County and filed with the Secretary of State pursuant to the provisions of applicable Florida law.

12.5. Notice of Amendment. Within thirty (30) days after recording an amendment to these Articles, the Association shall mail, deliver, or electronically transmit a copy of

the amendment to the Members. However, if a copy of the proposed amendment is provided to the Members before they vote on the amendment, and the proposed amendment is not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Members that the amendment was adopted, identifying the Official Records Book and Page number of the recorded amendment, and that a copy of the amendment is available at no charge to the Members upon written request to the Association. Notwithstanding the foregoing, the failure to timely provide notice of the recording of the amendment does not affect the validity or enforceability of the amendment.

ARTICLE 13
REGISTERED AGENT

The name and address of the registered agent of the Association who shall serve until his/her successor is properly appointed by the Board shall be Kaye Bender Rembaum, P.L., 1200 Park Central Boulevard, South, Pompano Beach, Florida 33064. The Association shall have the right to designate subsequent registered agents without amending these Articles.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation for Sanctuary PBG Homeowners Association, Inc. were executed at Palm Beach County, Florida this ____ day of _____, 20____.

**Signed, sealed and delivered
in the presence of:**

Print Name: _____

Print Name: _____

ASSOCIATION

**SANCTUARY PBG HOMEOWNERS
ASSOCIATION, INC.**

a Florida not-for-profit corporation

By: _____

Its: _____

Print Name: _____

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing Amended and Restated Articles of Incorporation for Sanctuary PBG Homeowners Association, Inc. was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of Sanctuary PBG Homeowners Association, Inc., who is personally known to me or who produced _____ as identification and who did not take an oath.

My commission expires:

Notary Public
State of Florida at Large

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated not for profit corporation at the place designated in these Amended and Restated Articles of Incorporation for Sanctuary PBG Homeowners Association, Inc., the undersigned hereby agrees to act in this capacity and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.

Dated this ____ day of _____, 20__.

KAYE BENDER REMBAUM, P.L.

By: _____
Jeffrey Rembaum, Member
(Registered Agent)

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