

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE RETREAT AT SEABRANCH HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

The purpose of this Amended and Restated Articles of Incorporation is to continue the purposes of the Articles of Incorporation as originally filed with the Department of State on January 3, 2001 and recorded at Official Records Book 1573, Page 1566, et. seq., Martin County Public Records.

ARTICLE I
NAME

1.1 Name. The name of this corporation shall be THE RETREAT AT SEABRANCH HOMEOWNERS ASSOCIATION, INC. ("Association"). The address of the Association shall be as determined by the Board of Directors from time to time.

1.2. Definitions. The words used in these Articles shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for the Association, (said Declaration, as amended, renewed, or extended from time to time, is hereinafter referred to as the "Declaration").

ARTICLE II
PURPOSE

The purpose for which the Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Association, to exercise all the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration which is recorded in the public records of Martin County, Florida, including, without limitation, the establishment and enforcement of the payment of assessments and other charges contained therein and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property.

ARTICLE III
POWERS

The Association shall have all of the powers set forth in Section 617.0302, Fla. Stat. (2014) as amended from time to time including, without limitation, the following powers:

3.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not-for-profit, which are not in conflict with the terms of these Articles, the Declaration, or the By-Laws of the Association.

3.2 Necessary Powers. The Association shall have all of the powers and duties set forth in the Declaration, except as limited by these Articles, and all powers and duties reasonably necessary to operate and administer the Properties pursuant to the Declaration, including but not limited to the following:

A. To make and collect assessments against Members to defray the costs and expenses of the Association property.

B. To use the proceeds of assessments in the exercise of its powers and duties.

C. To purchase, own, hold, lease, maintain, repair, replace, improve, operate and convey the property of the Association in accordance with the Declaration, and to maintain and operate the water management system as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances, if any.

D. To purchase insurance upon the property of the Association and insurance for the protection of the Association and its Members, in the amounts required by the Declaration.

E. To dedicate to or transfer all or any part of the Association's property to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by not less than fifty-one percent (51%) of the Members, and approved by not less than seventy-five (75%) of the institutional mortgagees holding mortgages encumbering Units.

F. To reconstruct the improvements to the Association's property after casualty, and to further improve the Association's property, as provided in the Declaration.

G. To make and amend reasonable Rules and Regulations regarding the use of the property for the Association in accordance with the requirements set forth in the By-Laws.

H. To contract for the management of the Association property and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration to have the approval of the Board or the Membership. Any such contract may not exceed one (1) year and must provide for termination by either party without cause and without payment of a termination fee on not more than ninety (90) days written notice.

I. To employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Association property.

J. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the Rules and Regulation for the use of the Association's

property as same may be promulgated, modified, or amended from time to time by the Association.

K. To pay taxes and assessments, which are liens against any part of the Association's property.

L. To pay the cost of all power, water, sewer, waste collection, and other utility services rendered to the property of the Association, and not billed to Unit Owners.

M. To enter any lot at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste, or to do such other work reasonably necessary for the proper protection, preservation, or maintenance of the Association property.

N. To grant such permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful to the Association.

O. To designate portions of the Common Areas for commercial uses; to determine the manner in which commercial portions of the Common Areas are held and operated, as well as the Person or entity to hold, operate, and manage any commercial portions of the Common Areas in a commercial capacity to reduce the Common Expenses of the Association.

P. To do such other things as may be necessary in order to perform the duties and to exercise the powers provided for the Association in the Declaration.

3.3. Funds and Title to Properties. All funds and the titles of all properties are acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

ARTICLE IV MEMBERS

4.1 Members. The Members of the Association shall consist of all the record owners of Units in The Retreat.

4.2 Change of Membership. Change of Membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing record title to a Unit in The Retreat, and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a Member of the Association, and the Membership of the prior owner is terminated as of the date of recording of such instrument.

4.3 Transfer of Membership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except upon the transfer of title of his Unit.

4.4 Voting. The owner of each Unit shall be entitled to one vote as a Member of the Association. The exact number of votes to be cast by Members and the manner of exercising voting rights, shall be determined by the By-Laws; subject, however, to the terms and conditions of the Declaration.

ARTICLE V TERM

The term for which this corporation is to exist shall be perpetual. In the event that the corporation is dissolved, the surface water management ("SWM") system, real property containing the SWM system and water management portions of the Common Areas will be conveyed to an agency of local government determined to be acceptable to South Florida Water Management District. If the local government declines to accept the conveyance, then the SWM system, real property containing the SWM system and water management portions of the Common Areas will be dedicated to a similar non-profit corporation.

ARTICLE VI OFFICERS

6.1 Officers. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer, which officers shall be subject to the directions of the Board.

6.2 Election of Officers. The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many Vice Presidents as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in the By-Laws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary.

ARTICLE VII BOARD OF DIRECTORS

7.1 Directors. The affairs of the Association will be managed by a Board consisting of five (5) directors. The composition of the Board, the manner of election to the Board, the term of office and other provisions regarding the Board shall be established by the Declaration and the By-Laws of the Association. Directors must be Members of the Association.

7.2 Term of Directors. Members of the Board shall serve for a term of two (2) years; Directors terms shall be staggered. At each annual meeting, Directors shall be elected to take the Board positions of the members of the Board whose terms have expired.

7.3 Election of Directors. Directors of the Association shall be elected at the Annual Members' Meeting in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

ARTICLE VIII INDEMNIFICATION

Every Director, committee member, and officer of the Association (and the Directors, committee members, and officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels and whether or not suit be instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director, committee member, or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director, committee member, or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the cost and expenses of the settlement as in the best interest of the Association. In instances where a Director, committee member, or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director, committee member, or officer may be entitled whether by statute or common law.

ARTICLE IX BY-LAWS

The By-Laws of the Association may be adopted, amended, altered, or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles or the Declaration, and provided further, that no amendment, alteration, or rescission may be made which adversely affects the rights and privileges of any Institutional Mortgagee, without the prior written consent of the Institutional Mortgagee so affected. Any attempt to amend, alter, or rescind contrary to these prohibitions shall be of no force or effect.

ARTICLE X
AMENDMENTS

10.1 Amendments. These Articles may be amended in the following manner:

A. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership) at which such proposed amendment is to be considered; and

B. A resolution approving the proposed amendment may be first passed by either the Board or the Membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted to and approved by the other of said bodies. Approval by the Membership must be by vote of a majority of the members present at a meeting of the Members at which a quorum is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum is present.

10.2 Amendment by Reference to Title. No Article shall be revised or amended by reference to its title or number only. Proposals to amend existing Articles shall contain the full text of the Articles to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of Article. See Article _____ for present text." Non-material errors or omissions in the Article amendment process shall not invalidate an otherwise properly promulgated amendment.

10.3 Institutional Mortgagees. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles which shall abridge, amend or alter the priority of any Institutional Mortgagee, or the validity of any mortgage held by such Institutional Mortgagee without the prior written consent therefor by such Mortgagee.

These Amended and Restated Articles of Incorporation for The Retreat at Seabranh Homeowners Association, Inc. were approved by a majority of the Board of Directors present at a meeting on January 22, 2015, and by a majority of the Members present at a meeting of the Members held on February 9, 2015, which vote was sufficient for approval.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 20th day of February, 2015.

WITNESSES AS TO PRESIDENT:

[Signature]
Printed Name: JAMES F. PAULAK

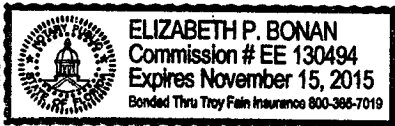
[Signature]
Printed Name: ELIZABETH P BONAN

STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me on February 20, 2015, by Eric Wolf, as President of The Retreat at Seabbranch Homeowners Association, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: driver's license].

Notarial Seal



THE RETREAT AT SEABRANCH HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Eric Wolf, President

[Signature]
Notary Public

WITNESSES AS TO SECRETARY:

[Signature]
Printed Name: JAMES F. PAULAK

[Signature]
Printed Name: ELIZABETH P. BONAN

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on February 20, 2015, by Constance McGuinn, as Secretary of The Retreat at Seabbranch Homeowners Association, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: driver's license].

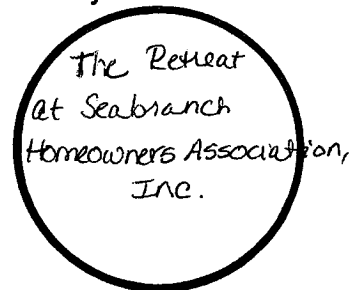
Notarial Seal



THE RETREAT AT SEABRANCH HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
CONSTANCE MCGUINN Secretary

CORPORATE SEAL



[Signature]
Notary Public