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Division of Corporations

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COR AMND/RESTATE/CORRECT OR O/D RESIGN SANCTUARY COVE MASTER ASSOCIATION, INC.

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ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION SANCTUARY COVE MASTER ASSOCIATION, INC.

- The Articles of Incorporation of SANCTUARY COVE MASTER 1. ASSOCIATION, INC., a Florida not for profit corporation, were filed with the Florida Department of State on February 9, 2011.
 - 2 Article II of the Articles of Incorporation is hereby amended as follows:

ARTICLE II **PURPOSE AND POWERS**

The objects and purposes of the Association are those objects and purposes as are authorized by the Master Declaration of Covenants, Conditions and Restrictions for Sanctuary Cove, recorded (or to be recorded) in the Public Records of Manatee County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). All of the definitions set forth in the Declaration are hereby incorporated herein by this reference. The further objects and purposes of the Association are to preserve the values and amenities in the Property and to maintain the Common Areas thereof for the benefit of the Members of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been made (which may be an affiliate of the Declarant, as hereinafter defined) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

The Association shall have the power to own and convey property, establish rules and regulations and sue and be sued.

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 and the Declaration including, without limitation, the power to borrow money (from the Declarant or others) for Association purposes. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in the Declaration and to provide for the general welfare of its membership.

The Association shall operate, maintain and manage the Surface Water or Storm Water Management Systems Facilities in a manner consistent with the requirements of the Southwest Florida Water Management District and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The facilities include all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.

The Association shall levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Surface Water or Storm Water Management System.

The assessments shall be used for the maintenance and repair of the Surface Water or Storm Water Management System Facilities including but not limited to work within retention areas, drainage structures and drainage easements.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or Storm Water Management System must be transferred to and accepted by an entity which would comply with section 62-330 F.A.C., and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation. In other words, in the event that the Association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public unit and in the event that the no governmental or public unit accepts such conveyance, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

- 3. In all other respects, the Articles of Incorporation of the corporation are ratified and affirmed in all respects.
- These Articles of Amendment were approved and adopted by the Declarant in accordance with Article VIII of the Articles of Incorporation on the date signed below.

DATED: May 11 , 2021.

SANCTUARY COVE (BRADENTON) ASLI VI, L.L.L.P., a Delaware limited liability limited partnership

Avanti Properties Group II, L.L.L.P., a By: Delaware limited liability limited partnership, its sole General Partner

Avanti Management Corporation, a Florida Bv: corporation, its sole General Partner

Marvin M. Shapiro, President