

EXHIBIT B
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
OAK KNOLL AT PINE ISLAND HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

FILED
RECORDED
2008
SEP 10 10 00 AM '08
CLERK OF COUNTY
COMMISSIONERS

In order to form a corporation under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not for profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

ARTICLE I
DEFINITIONS

Section 1.01. "Articles" shall mean these Articles of Incorporation of the Association.

Section 1.02. "Association" shall mean Oak Knoll at Pine Island Ridge Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 1.03. "Board" shall mean the Board of Directors of the Association.

Section 1.04. "Oak Knoll at Pine Island Ridge Documents" shall mean, in the aggregate, the Protective Covenants, these Articles, the By-Laws and all of the instruments and documents referred to herein or therein.

Section 1.05. "Bylaws" shall mean the Bylaws of the Association.

Section 1.06. "Declarant" shall mean Oak Knoll at Pine Island Ridge, Ltd., a Florida limited partnership, its grantees, successors and assigns.

Section 1.07. "Institutional Mortgagee" shall mean any lending institution having the first mortgage lien upon a "Lot" or "Dwelling Unit" (as defined in the Lease and Land Use Agreement), including any of the following institutions: (i) a life insurance company or subsidiary thereof doing business in the State of Florida which is approved by the Commissioner of Insurance of the State of Florida; (ii) a federal or state savings and loan association or commercial bank; (iii) a federal or state building and loan association; (iv) an investment or mortgage banking company licensed to do business in the State of Florida or any subsidiary thereof qualified to make mortgage loans in the State of Florida; (v) a pension or profit-sharing fund qualified under the Internal Revenue Code; or (vi) an entity which is a wholly owned subsidiary of, one of the institutions referenced in subparagraphs (i) through (v) above.

Section 1.8. "Lease and Land Use Agreement" shall mean that certain document recorded on October 3, 1973, in Official Records Book 5470, Page 451, of the Public Records of Broward County, Florida.

Section 1.9. "Member" shall mean any person or entity holding membership in the Association as provided herein.

Section 1.10. "Owner" shall mean the record owner of fee simple title to any lot or Dwelling Unit located within the Subject Property.

Section 1.11. "Subject Property" shall mean and refer to that certain parcel of real property, more particularly described in to the Protective Covenants.

REF 13596Pg 477

Section 1.12. "Protective Covenants" shall mean the Declaration of Covenants, Restrictions and Easements for Oak Knoll at Pine Island Ridge which is to be recorded amongst the Public Records of Broward County, Florida.

ARTICLE II
NAME

The name of this Association shall be OAK KNOLL AT PINE ISLAND RIDGE HOMEOWNERS ASSOCIATION, INC., whose present address is 111 East Broward Boulevard, Fort Lauderdale, Florida 33301.

ARTICLE III
PURPOSE OF THE ASSOCIATION

A. The purpose for which the Association is organized is to own, operate, administer, maintain and repair certain portions of the Subject Property in accordance with the terms, provisions and conditions contained in the Protective Covenants; to enforce the provisions of the Protective Covenants; and to collect and disburse expenses as contemplated by the Oak Knoll at Pine Island Ridge Documents.

ARTICLE IV
POWERS

The powers of the Association shall include and be governed by the following provisions:

A. 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 the Oak Knoll at Pine Island Ridge Documents.

B. The Association shall have all of the powers reasonably necessary to implement its purposes, including, but not limited to, the following:

1. to make reasonable rules and regulations governing the use of the Subject Property;
2. to make, levy and collect Annual Assessments, Special Assessments and/or any other assessments for the purpose of obtaining funds from the Members to pay for the expenses or charges as contemplated by the Oak Knoll at Pine Island Ridge Documents including, but not limited to, the operational and administrative expenses of the Association and the costs of collection; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;
3. to own, operate, maintain, administer and repair portions of the Subject Property in accordance with the Oak Knoll at Pine Island Ridge Documents;
4. to enforce by legal means the obligations of the Members of the Association and the provisions of the Oak Knoll at Pine Island Ridge Documents;
5. to suspend the voting rights of an Owner for any period during which the violation of any of the provisions of the Protective Covenants should continue, such as, but not limited to, any period during which assessments against a Lot or Dwelling Unit remain unpaid, as provided in the Protective Covenants;
6. to deal with other corporations and the associations or representatives thereof on matters of mutual interest;
7. to employ personnel, retain independent contractors and contract for professional personnel required for the management and operation of the Association's duties and enter into any other agreements consistent with the purposes of the Association; and

OFF 13596pg 478

8. to administer and carry out the obligations of the Association as set forth in the Protective Covenants.

ARTICLE V MEMBERS

The qualification of the Members, the manner of their admission to membership in the Association ("Membership"), the termination of such Membership and voting by the Members shall be as follows:

- A. The Membership of the Association shall be comprised of the Owners.
- B. Membership of Owners shall be established as follows:
 1. Every person or entity who is a record Owner of a "Lot" or a Dwelling Unit (as defined in the Lease and Land Use Agreement) shall become a Member effective upon the date of recording amongst the Public Records of Broward County, Florida, of a deed or other instrument of conveyance establishing the record fee simple title of the Owner and the delivery to the Association of a true copy of such instrument.
 2. Change of Membership in the Association shall be established by the recording amongst the Public Records of Broward County, Florida, of a deed or other instrument of conveyance establishing the record fee simple title of the new Owner and the delivery to the Association of a true copy of such instrument. Thereupon, the Membership and all rights arising therefrom of the prior Owner shall be terminated.
- C. Each and every Member shall be entitled to the benefits of Membership, and shall be bound to abide by the provisions of the Oak Knoll at Pine Island Ridge Documents.
- D. Each Member shall be entitled to one (1) vote for each Lot or Dwelling Unit owned within the Subject Property. In the event that there is more than one (1) Owner of fee simple interest of record of a Lot or Dwelling Unit ("Co-Owners"), the vote to which such Lot or Dwelling Unit is entitled shall be exercised, if at all, as a unit. The Co-Owners shall name a voting representative ("Voting Representative") in a proxy signed by all Co-Owners of such Lot or Dwelling Unit or, if appropriate, signed by properly designated officers, partners or principals of the respective legal entity ("Proxy"), and shall follow such proxy with the Secretary of the Association prior to the meeting in which the ("Vote") is to be exercised. In the event the Proxy is not properly filed or if such designation is revoked by the filing of a statement with the Secretary of the Association by any Co-Owner which evidences such intent, the Vote associated with any Lot or Dwelling Unit may not be exercised until such time as new Proxy is properly filed with the Secretary of the Association pursuant to this Paragraph. The Association must receive the written determination of the Proxy prior to the meeting in which the vote will be exercised by the Voting Representative or it shall be conclusively presumed that the Voting Representative is acting with the consent of the Co-Owners. Notwithstanding the foregoing, all Co-Owners shall be Members and may attend any meeting of the Association. Any lawful action taken by the Association in accordance with this Paragraph, shall be deemed binding on all Owners their successors and assigns.

ARTICLE VI TERM

The term for which the Association is to exist shall be perpetual.

OFF REC 13596Pg 479

ARTICLE VII
INCORPORATOR

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

<u>NAME</u>	<u>ADDRESS</u>
Walter Collins	111 East Broward Boulevard Fort Lauderdale, Florida 33301

ARTICLE VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by one or several Vice Presidents, the Secretary and the Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members Meeting" (as defined 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. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	- Walter Collins
Vice President	- William Cantrell
Secretary	- Allan Hanselman
Treasurer	- Allan Hanselman

ARTICLE X
BOARD OF DIRECTORS

A. There shall be three (3) members on the first Board ("First Board") who are to serve until the "First Elected Board" as described herein. The Directors may, by a majority vote, determine to increase the size of the Board.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Walter Collins	111 East Broward Boulevard Fort Lauderdale, Florida 33301
William Cantrell	111 East Broward Boulevard Fort Lauderdale, Florida 33301
Allan Hanselman	111 East Broward Boulevard Fort Lauderdale, Florida 33301

REC 13596Pg 480

C. The First Board shall be the Board of the Association until the "Turnover Date" (as hereinafter defined). The Declarant shall have the right to appoint, designate and elect all of the Directors of the First Board. The Declarant has the right to substitute Directors of the First Board and to appoint replacements in the event a vacancy is created on the First Board. The Declarant shall relinquish its right to appoint Directors and cause the First Board to resign on the Turnover Date. Thereupon, the Declarant shall cause all of its appointed Directors to resign and the Members shall be entitled to elect Directors by a vote ("First Elected Board"). Thereafter, at the Annual Members' Meeting in the month of November of each year, the Members shall designate Directors by a plurality vote. The term of each Director's service shall extend until the next Annual Members Meeting and until his successor is duly elected and qualified, or until he is removed in the manner hereinafter provided.

A Director may be removed from office upon the affirmative vote of a majority of Owners, for any reason deemed to be in the best interests of the Owners. A meeting of the Owners to so remove a Director shall be held upon the written request of ten percent (10%) of the Owners.

D. The "Turnover Date" shall be sixty (60) days after the earlier of the following events: (i) four (4) months after the conveyance by Declarant of a total of seventy-five percent (75%) of the total of the Dwelling Units and Lots planned for development within Oak Knoll at Pine Island Ridge; or (ii) five (5) years after the conveyance of the first Lot or Dwelling Unit; or (iii) when Declarant shall cause all Declarant-appointed members of the Board to resign, which Declarant may do at any time; or (iv) when Declarant shall determine that the development of Oak Knoll at Pine Island Ridge has been completed; or (v) at such earlier time as Declarant, in its sole discretion may elect.

E. The Board shall control the operation of the Association and shall possess all of the powers of the Association. All decisions of the Board, shall be by a majority vote of the Directors present at a meeting of the Board and each Director shall be entitled to one (1) vote.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees at all trial and appellate levels reasonably incurred by or imposed upon him in connection with the proceeding, litigation or settlement to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which such a Director or officer may be entitled by common or statutory law.

ARTICLE XII BY-LAWS

By-Laws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of a majority of the Board.

REC 13596Pg 481

ARTICLE XIII
AMENDMENTS

A. These Articles may be amended in the following manner:

1. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be either the Annual Members' Meeting or a special meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Members ("Required Notice"). If the meeting is an Annual Members' Meeting, the proposed amendment or such summary may be included in the notice of such Annual Members' Meeting; and

3. At such meeting a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of fifty-one percent (51%) of the votes of Members. Any number of amendments may be submitted to the Members and voted upon by them at one meeting; or

4. An amendment may be adopted by a written statement signed by all Directors and all Members setting forth their intention that an amendment to the Articles be adopted.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Protective Covenants.

C. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and shall not be effective until recorded amongst the Public Records of Broward County, Florida, as part of an amendment to the Protective Covenants.

D. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Declarant, including the right to designate and select Directors of the First Board as provided in Article X hereof, or the rights of an Institutional Mortgagee without the prior written consent thereto by Declarant or the Institutional Mortgagee, as the case may be.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 111 E. Broward Boulevard, Fort Lauderdale, Florida 33301, and the initial registered agent of the Association at that address shall be Walter Collins who shall also be the resident agent.

IN WITNESS WHEREOF, the incorporator has hereunto affixed his signature, this 23 day of MAY, 1986.

Walter C. Collins
WALTER COLLINS

REC 13596pg 482

The undersigned hereby accepts the designation of Registered Agent and Resident Agent of Oak Knoll at Pine Island Ridge Homeowners Association, Inc. as set forth in Article XIV of these Articles.

Walter Collins
WALTER COLLINS, as Registered and Resident Agent

STATE OF FLORIDA)
) SS
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared, WALTER COLLINS, to me known to be the person described as the incorporator in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the incorporator has hereunto affixed his signature this 23 day of May, 1986.

Glenn E. Parker
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 2, 1986
BROWARD COUNTY GENERAL INT. LAND.

OFF 13596PG 483