

EXHIBIT "B"

Articles of Incorporation of
Celebration Pointe Master Association, Inc.

**ARTICLES OF INCORPORATION
OF
CELEBRATION POINTE MASTER ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, by these Articles of Incorporation, certifies as follows:

**ARTICLE I
DEFINITIONS**

Capitalized terms used and not otherwise defined in these Articles shall have the meanings ascribed to such terms in that certain Master Declaration of Covenants, Restrictions and Easements for Celebration Pointe (the "Master Declaration") to be recorded in the Public Records of St. Lucie County, Florida.

Whenever the context so requires, the use of the plural shall include the singular and *vice versa*. Any words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

**ARTICLE II
NAME**

The name of this association shall be CELEBRATION POINTE MASTER ASSOCIATION, INC., a Florida not-for-profit corporation. For convenience, the corporation shall be herein referred to as the Master Association, whose present address is 2701 Industrial Avenue 3, Ft. Pierce, Florida 34946.

**ARTICLE III
PURPOSE**

The purpose for which the Master Association is organized is to take title to, operate, administer, and maintain the Master Association Property in accordance with the terms provisions and conditions contained in the Master Documents and to carry out the covenants and enforce the provisions relative to the Master Association as set forth in the Master Documents and to operate, lease, trade, sell and otherwise deal with the personal and real property of the Master Association.

**ARTICLE IV
POWERS**

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

A. The Master Association shall have all of the common law and statutory powers of a corporation not for profit, provided such powers are not in conflict with the terms of the Master Declaration or Bylaws.

B. The Master Association shall have all of the powers granted to the Master Association in the Master Declaration. All of the provisions of the Master Declaration and Bylaws are incorporated into these Articles for the purpose of establishing the Master Association's powers necessary for it to act as contemplated by the Master Declaration.

C. The Master Association shall have all of the powers reasonably necessary to implement the purpose, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Master Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Master Association Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Common Expenses and other costs (including for any costs related to Member expenses relative to Members' specific business in excess of Common Expenses) described in the Master Declaration and costs of collection, and to use and expend the proceeds of such Assessments in the exercise of its powers and duties of the Master Association.

4. To own, maintain, repair, replace, operate and convey the Master Association Property in accordance with the Master Documents.

5. To enforce by legal means the obligations of the membership of the Master Association and the provisions of the Master Documents.

6. To employ personnel, retain independent contractors and professional personnel and enter into service and management contracts to provide for the maintenance, operation, management and administration of the Master Association Property and to enter into any other agreements consistent with the purposes of the Master Association.

7. To enter into the Master Documents and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Master Association mandate to keep and maintain the Master Association Property in a proper and aesthetically pleasing condition.

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Master Association Property in accordance with the Master Declaration and, as security for any such loan, to collaterally assign the Master Association’s right to collect and enforce Assessments levied for the purpose.

10. To enter into agreements with Sub-Associations to provide management-type services to such Sub-Association and perform any of the responsibilities of such Sub-Associations as set forth in the respective documents governing the Buildings for which they are responsible.

D. Notwithstanding anything contained herein to the contrary, the Master Association shall be required to obtain the approval of three-fourths (3/4) of the voting interests of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Master Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Master Declaration;
- (c) the enforcement of any applicable use and occupancy restriction contained in the Master Declaration;
- (d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Master Association Property or to Members (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the voting interests of all Members); or
- (e) filing a compulsory counterclaim.

ARTICLE V
MEMBERS AND VOTING

The qualification of Members of the Master Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

- A. The membership of the Master Association shall be comprised of the Owners.
- B. Master Declarant shall be a Member of the Master Association until it no longer owns all or any portion of the Property or a Unit. Membership of Owners other than Master Declarant shall be established as follows:

1. Every individual or entity who is a record Owner of a Unit other than Master Declarant shall become a Member effective upon an as of the date such individual or entity takes title to a Unit.

C. The Master Association shall have two (2) classes of voting membership ("Class Members"):

1. "Class A Members" shall be all Members, with the exception of Master Declarant. The voting rights for each Unit shall be one (1) vote per lot/unit (said term may be used interchangeably); provided, however, Master Declarant shall retain the right to appoint a majority of the directors to the Board until the Transfer Date.

2. "Class B Member" shall be Master Declarant and any single successor or assign of Master Declarant which takes title to any part of the Property for the purpose of development and sale, and which is designated as such in a recorded instrument executed by Master Declarant. The Class B member shall be entitled to three times the aggregate votes of all Members plus one. Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events ("Transfer Date"):

(i) At such time as Master Declarant, in its discretion, shall designate in writing to the Master Association; or

(ii) When Master Declarant shall no longer own any interest in the Property.

D. The designation of different classes of membership are for purposes of establishing the number of votes applicable to each class and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members.

E. No Member may assign, hypothecate or transfer in any manner its membership in the Master Association except as an appurtenance to its Unit.

F. Any Member who conveys or loses title to a Unit by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Unit and shall lose all rights and privileges of a Member resulting from ownership of such Unit.

G. In any situation where a Member is entitled personally to exercise the voting interests for its Unit and when more than one individual or entity holds the interest in any Unit required for membership, the voting interests for such Unit shall be exercised as those persons or entities themselves, as applicable, determine and advise the Secretary of the Master Association prior to any meetings. In the absence of such advice, the Unit's voting interests shall be suspended in the event more than one individual or entity seeks to exercise it. Any Owner of a Unit which is leased may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee,

provided that a copy of such instrument is furnished to the Secretary of the Master Association prior to any meeting.

H. A quorum of Members shall be attained by the presence either in person or by proxy, of persons entitled to cast one-third (33 1/3%) of the voting interests of the Members.

ARTICLE VI
TERM

The term for which this Master Association is to exist shall be perpetual. In the event of dissolution of the Master Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Master Association shall be conveyed to a similar owners association or a public agency having a similar purpose, or any Member may petition the applicable Circuit Court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved corporation and its properties in the place and stead of the dissolved corporation and to make such provisions as may be necessary for the continued management of the affairs of the dissolved corporation and its properties.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: David R. Lenox, Esq., Greenspoon Marder, LLP, 201 East Pine Street, Suite 500, Orlando, Florida 32801.

ARTICLE VIII
OFFICERS

A. The affairs of the Master Association shall be managed by the President of the Master Association, assisted by one (1) or more Vice President(s), the Secretary and the Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

B. 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. The President shall be elected from amongst the Directors, 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 a Vice President shall not be held by the same person, nor shall the office 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	Antonio A. Huerta
Vice President	Tom Harvey
Secretary/Treasurer	Bill Barbaro

ARTICLE X
BOARD OF DIRECTORS

A. There shall be three (3) members on the first Board (“First Board”) who are to serve until the Transfer Date. The number of members of the Board subsequent to the First Board shall be determined by the Board from time to time, but shall not be less than three (3) Directors. Except for Master Declarant-appointed Directors, Directors must be selected from amongst the Members.

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

<u>NAMES</u>	<u>ADDRESSES</u>
Antonio A. Huerta	2701 Industrial Avenue 3 Ft. Pierce, Florida 34946
Tom Harvey	P.O. Box 2094 Windermere, Florida 34786
Bill Barbaro	814 S. Military Trail Deerfield Beach, Florida 33442

Master Declarant reserves the right to remove members of the First Board and to appoint replacements in the event a vacancy is created on the First Board.

C. The First Board shall be the Board of the Master Association until the Transfer Date. Upon the Transfer Date, Master Declarant shall cause all of the members of the First Board to resign, whereupon the Members shall elect the Directors: one (1) Director elected by the members of Celebration Pointe Master Association, Inc., and two (2) Directors elected by the Master Declarant. After the Transfer Date, the Board so selected pursuant to this Paragraph C (including the two (2) Directors selected by Master Declarant) shall serve a term of one (1) year and until the annual meeting of Members following the expiration of the one year term whereupon a new Board shall be elected in the manner provided herein and as set forth in the Bylaws. Vacancies on the Board shall be filled in accordance with the Bylaws. Notwithstanding the foregoing, if all or any portion of the Property is sold and that Property remains subject to the Master Declaration then such Owner of that Property will be a Member as described herein and will be entitled to appoint one (1) Director to the Board, provided, Master Declarant will be entitled to appoint the majority number of Directors on the Board until the Transfer Date for so long as Master Declarant owns all or any portion of the Property or a Unit. If additional Sub-Associations are created pursuant to the Master Declaration then each such Sub-Association will each be entitled to elect a Director to the Board provided that

the Board will be increased in size so that the Master Declarant will appoint a majority of the Directors on the Board (the Master Declarant will appoint one (1) Director more than the total number of Directors on the Board, for example, if there are a total of three (3) Sub-Associations who each appoint a Director then the Master Declarant shall be entitled to appoint four (4) Directors on that Board).

ARTICLE XI
INDEMNIFICATION AND LIMITED LIABILITY

A. Each and every Director and officer of the Master Association shall be indemnified by the Master Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon by him or her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Master Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Master Association. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Master Association may be entitled by common or statutory law.

B. The Master Association, the Board of Directors, Master Declarant and any member, agent, or employee of any of the same, shall not be liable to any person for any action or for any failure to act, except to the extent such action or failure to act is found by a court of competent jurisdiction in a non-appealable judgment to have been the result of willful misconduct or gross misconduct.

ARTICLE XII
BYLAWS

The Bylaws of the Master Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. These Articles may be amended only as follows:

1. (a) 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 either be the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) 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 Bylaws for the giving of notice of meetings of Members.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving: (i) the affirmative vote of the Members entitled to cast a majority of the voting interests of Members of the Master Association; and (ii) the affirmative vote of a majority of the members of the Board.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members of the Master Association and all members of the Board 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 terms, conditions, provisions, rights and obligations set forth in the Master Declaration or any amendments or supplements thereto.

C. A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida. After the Master Declaration is recorded, a certified copy of each amendment or the Articles as restated to include such amendment shall be recorded amongst the Public Records of the County.

D. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles shall abridge, amend or alter the rights of: (i) Master Declarant, including the right to designate and select members of the Board as provided in Article X hereof, without the prior written consent thereto by Master Declarant; or (ii) any Institutional Lender without the prior written consent of such Institutional Lender.

ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Master Association is c/o Greenspoon Marder, LLP, 201 East Pine Street, Suite 500, Orlando, Florida 32801, and the initial registered agent of the Master Association at that address shall be David R. Lenox, Esq.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this ____ day of _____, 2018.

DAVID R. LENOX, Incorporator

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XV of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

DAVID R. LENOX, Registered Agent