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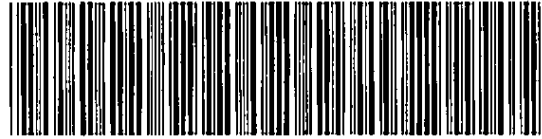
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EXHIBIT "B"
**TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SCENIC BLUFF PHASE TWO**
**ARTICLES OF INCORPORATION
FOR
SCENIC BLUFF PHASE TWO HOMEOWNERS ASSOCIATION, INC.
(a corporation not-for-profit)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not-for-profit, the undersigned does hereby acknowledge:

1. Name of Corporation: The name of the corporation is **SCENIC BLUFF PHASE TWO HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "**Association**").
2. Principal Office. The principal office of the Association is 3020 S. Florida Ave., Suite 305, Lakeland, FL 33803.
3. Registered Office – Registered Agent. The street address of the Registered Office of the Association is 3020 S. Florida Ave., Suite 305, Lakeland, FL 33803. The name of the Registered Agent of the Association is:

D. JOEL ADAMS

4. Definitions. The DECLARATION OF COVENANTS AND CONDITIONS FOR SCENIC BLUFF PHASE TWO (the "**Declaration**") will be recorded in the Public Records of Polk County, Florida, and shall govern all of the operations of a community to be known as SCENIC BLUFF PHASE TWO. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (c) administer the interests of the Association, Builders and the Owners.

6. Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonable necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration and Bylaws, as herein provided:

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and SCENIC BLUFF PHASE TWO;

7.3 To own, operate and maintain the Surface Water Management System ("SWMS"). To the extent the Association is obligated to operate and maintain the SWMS pursuant to the permit issued by SWFWMD the "Permit"), the Association shall operate, maintain and manage the SWMS in a manner consistent with the Permit requirements of the Agency and applicable SWFWMD rules, and shall have the right to take enforcement action pursuant to the provisions of the Declaration that relate to the SWMS. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance, repair and operation of the SWMS and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements;

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws;

7.5 To pay all operating expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration;

7.7 To borrow money, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; (b) written consent of the Builders, and (c) the written consent of Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the voting interests present (in person or by proxy) at a duly called meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of SCENIC BLUFF PHASE TWO to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, SCENIC BLUFF PHASE TWO, the Common Areas, Lots and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized;

7.10 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.11 To employ personnel and retain independent contractors to contract for management of Association, SCENIC BLUFF PHASE TWO, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association;

7.12 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and SCENIC BLUFF PHASE TWO as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services; and

7.13 To establish committees and delegate certain of its functions to those committees.

7.14 Can sue and be sued.

8. **Voting Rights.** Owners, Builders and Declarant shall have the voting rights set forth in the Declaration.

9. **Board of Directors.** The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
D. Joel Adams	3020 S. Florida Ave., Suite 101 Lakeland, FL 33803
Milton Andrade	3020 S. Florida Ave., Suite 101 Lakeland, FL 33803
Brian Walsh	3020 S. Florida Ave., Suite 101 Lakeland, FL 33803

10. **Dissolution.** In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In the event of termination, dissolution or final liquidation of the Association, the Association's responsibility (if any) for the

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operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C. and in accordance with Sections 12.3.(c)(6), Applicant's Handbook Volume I, and be approved in writing by the Agency prior to such termination, dissolution or liquidation.

11. **Duration.** Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

12. **Amendments.**

12.1 **General Restrictions on Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant or Builders unless such amendment receives the prior written consent of Declarant or Builders, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records. Notwithstanding any other provision of these Articles to the contrary, prior to the Turnover Date, the Builders' prior written consent to any proposed amendment shall be obtained prior to effectuating any such amendment.

12.2 **Amendments prior to the Turnover.** Prior to the Turnover, but subject to the general restrictions on amendments set forth above, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except Builders, and except as limited by applicable law as it exists on the date the Declaration is recorded in the Public Records or except as expressly set forth herein. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Turnover Date, the Association must first obtain Declarant's and Builders' prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant and Builders may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Declarant and Builders shall join in such identical amendment so that its consent to the same will be reflected in the public Records.

12.3 **Amendments From and After the Turnover.** After the Turnover, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the voting interests present (in person or by proxy) at a duly called meeting of the members.

12.4 **Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD.** Prior to the Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party

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shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Declarant and Builders. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant or Builders, as applicable.

13.3 Bylaws. These Articles shall not be amended in a manner than conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	D. Joel Adams
Vice President:	Brian Walsh
Secretary:	Milton Andrade
Treasurer:	Milton Andrade

15. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in

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addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

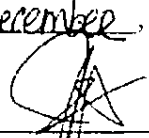
16. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Declarant, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

17. Membership. Every person or entity who is record owner of a unit or undivided fee interest in any unit which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include person or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, by the Association.

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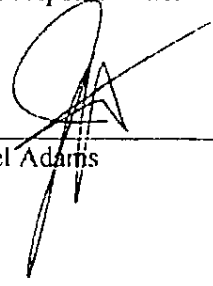
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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 13 day of December, 2021.



D. Joel Adams
Incorporator
3020 S. Florida Ave., Suite 101
Lakeland, FL 33803

I hereby state that I am familiar with and accept the responsibilities of registered agent of Scenic Bluff Phase Two Homeowners Association, Inc.



D. Joel Adams

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