

Exhibit "B"

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TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
CEDAR CREEK PROPERTY OWNERS ASSOCIATION, INC.
A Corporation Not for Profit

October 29, 1993

TABLE OF CONTENTS

ARTICLE I NAME	1
ARTICLE II DEFINITIONS	1
ARTICLE III PURPOSE	1
ARTICLE IV POWERS	1
4.1 Common Law and Statutory Powers	
4.2 Specific Powers	
4.3 Assets Held in Trust	
4.4 Limitation on Exercise of Power	
ARTICLE V MEMBERS	2
5.1 Members	
5.2 Limitation on a Transfer of Shares or Assets	
5.3 Voting	
ARTICLE VI DIRECTORS	4
6.1 Board of Directors	
6.2 Election of Directors	
6.3 First Board of Directors	
ARTICLE VII OFFICERS	4
7.1 Officers	
ARTICLE VIII INDEMNIFICATION	5
8.1 Indemnification	
8.2 Insurance	
ARTICLE IX BY-LAWS	5
ARTICLE X AMENDMENTS	6
ARTICLE XI EXISTENCE	6
ARTICLE XII INCORPORATOR	6
ARTICLE XIII REGISTERED AGENT	6
CERTIFICATE DESIGNATING REGISTERED AGENT AND REGISTERED OFFICE	8

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ARTICLES OF INCORPORATION

OF

CEDAR CREEK PROPERTY OWNERS ASSOCIATION, INC.

A Corporation Not for Profit

The undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes, and certifies as follows:

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ARTICLE I
NAME

The name of the corporation is Cedar Creek Property Owners Association, Inc. For convenience, the corporation is referred to as the "Association".

ARTICLE II
DEFINITIONS

All terms which are defined in the Declaration of Covenants, Conditions and Restrictions for Cedar Creek have the same meanings herein as defined in the Declaration.

ARTICLE III
PURPOSE

The purpose for which this Association is organized is to provide an entity for the preservation and enhancement of property values and amenities within CEDAR CREEK, a residential planned community located in Lee County, Florida, in accordance with the Declaration of Covenants, Conditions and Restrictions for CEDAR CREEK, herein called the "Declaration", which is to be recorded in the Public Records of Lee County, Florida, as same may be amended.

ARTICLE IV
POWERS

4.1 Common Law and Statutory Powers: This Association has all of the common law and statutory powers of a corporation not for profit not in conflict with these Articles or the Declaration.

4.2. Specific Powers: This Association has all of the powers and duties set forth in the Declaration, as amended from time to time, except as validly limited by these Articles and by said Declaration, and all of the powers and duties reasonably necessary to effectuate the purposes of said Declaration, and to perform the maintenance, administrative, managerial and other functions for CEDAR CREEK as provided in said Declaration as amended from time to time, including, but not limited to, the following:

- (a) To make and collect assessments as provided in the Declaration.

Articles of Incorporation
Cedar Creek Property Owners
Association, Inc.

- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain and administer the use of the Common Property of CEDAR CREEK in accordance with the Declaration.
- (d) To purchase insurance upon the Common Property and for the protection of this Association and its members.
- (e) To reconstruct Improvements to the Common Property after casualties and, further, to improve the Common Property in accordance with the Declaration.
- (f) To adopt and amend reasonable rules respecting the use of the Common Property in accordance with the Declaration.
- (g) To enforce by legal means the provisions of the Declaration, the By-Laws of this Association, and any rules duly adopted by this Association.
- (h) To furnish or otherwise provide for private security, fire protection or such other services as the Board of Directors in its discretion determines necessary or appropriate.
- (i) To pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the owners.
- (j) To obtain all required utility and other services for the Common Property.
- (k) To negotiate and contract for such materials and services for the benefit of all or any part of the Owners who may subscribe to or elect to accept such materials or services as agent on behalf thereof, in accordance with the Declaration, and to negotiate and contract for such materials and services as agent for and on behalf of those associations operating Neighborhoods as may be requested and agreed to by such associations.
- (l) To borrow money and to pledge assets of this Association as security therefor pursuant to the Declaration.

Articles of Incorporation
Cedar Creek Property Owners
Association, Inc.

- (m) To employ personnel for reasonable compensation to perform the services required for the proper carrying out of this Association's responsibilities.
- (n) To maintain and repair such parts of The Properties as may be provided in the Declaration.
- (o) To enter into agreements to acquire additional Common Property, including, but not limited to, leasehold memberships and other possessory or use interests in lands or facilities, whether or not contiguous to CEDAR CREEK, intended to provide for the enjoyment, recreation or other use or benefit of residential unit owners.
- (p) To exercise such further authority as reasonably necessary to carry out each and every obligation of the CEDAR CREEK PROPERTY OWNERS ASSOCIATION, INC. as set forth in the Declaration.

4.3 Assets Held in Trust: All funds and the title of all properties acquired by this Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles and the By-Laws of this Association.

4.4 Limitation on Exercise of Power: The powers of this Association are subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Declaration, these Articles and the By-Laws of this Association.

ARTICLE V
MEMBERS

5.1 Members: The qualifications of Regular Members, Limited Members, and Declarant Members of this Association and the manner of their admission, are as set forth in the By-Laws.

5.2 Limitation on a Transfer of Shares or Assets: The share of a member in the funds and assets of this Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the member's underlying property interest.

5.3 Voting: Voting by the members of this Association shall be as set forth in the Declaration.

Articles of Incorporation
Cedar Creek Property Owners
Association, Inc.

ARTICLE VI
DIRECTORS

6.1 **Board of Directors:** The affairs of this Association are managed by a Board of Directors consisting of an odd number of members determined from time to time in accordance with the By-Laws. In no event shall the Board of Directors consist of fewer than three Directors. Directors shall be members of this Association except that the Directors appointed by the Declarant Member pursuant to Declaration need not be members.

6.2 **Election of Directors:** Directors of this Association shall be elected at the annual meeting of the members, in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

6.3 **First Board of Directors:** The names and addresses of the initial Board of Directors, who have been elected by the Declarant and who shall serve until their successors are elected and have qualified, or until they resign or are removed, are as follows:

Darin McMurray
43 Barkley Circle
Suite 101
Fort Myers, Florida 33907

James E. Curry
43 Barkley Circle
Suite 101
Fort Myers, Florida 33907

Bruce Upton
43 Barkley Circle
Suite 101
Fort Myers, Florida 33907

ARTICLE VII
OFFICERS

7.1 **Officers:** The affairs of this Association are administered by a President, Vice President, Secretary, Treasurer and such other officers as may be created by the Board of Directors as permitted by the By-Laws. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of this Association and serve at the pleasure of the Board. Officers may be combined as provided in the By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Articles of Incorporation
Cedar Creek Property Owners
Association, Inc.

President:
Darin McMurray
43 Barkley Circle
Suite 101
Fort Myers, Florida 33907

Vice President:
James E. Curry
43 Barkley Circle
Suite 101
Fort Myers, Florida 33907

Secretary/Treasurer:
Bruce Upton
43 Barkley Circle
Suite 101
Fort Myers, Florida 33907

ARTICLE VIII
INDEMNIFICATION

8.1 Indemnification: Every Director and every officer of this Association shall be indemnified by this Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him or her in connection with any proceeding or the settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of being or having been a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful and wanton misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of this Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

8.2 Insurance: The Board of Directors of this Association may purchase liability insurance to insure all Directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the members of this Association as part of the Common Expenses.

ARTICLE IX
BY-LAWS

The first By-Laws of this Association shall be adopted by the Board of Directors, and may be altered, or amended as provided by the By-Laws or the Declaration.

Articles of Incorporation
Cedar Creek Property Owners
Association, Inc.

ARTICLE X
AMENDMENTS

These Articles may be altered, amended or modified upon the affirmative vote of a majority of all votes entitled to be cast. Amendments may be proposed by resolution of the Board of Directors or by members who collectively hold fifteen votes. However, no amendment affecting the Declarant, or its successors or assigns as the developer of CEDAR CREEK, as defined in the Declaration, shall be effective without the prior written consent of the Declarant, its successors or assigns as such Declarant. Also, no amendment shall make any change in the qualifications for Regular or Limited Membership nor the voting rights of Regular or Limited Members without the approval of a majority of Regular Members and Limited Members, with each class of votes being separately tabulated. No amendment shall be made which is in conflict with the Declaration.

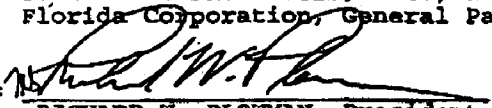
ARTICLE XI
EXISTENCE

The term of this Association shall be perpetual.

ARTICLE XII
INCORPORATOR

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

Bonita Bay Limited Partnership,
a Florida Limited Partnership
By: BONITA BAY PROPERTIES, INC., a
Florida Corporation, General Partner

By: 
RICHARD W. PLOWMAN, President
3451 Bonita Bay Boulevard S.W.
Suite 202
Bonita Springs, FL 33923

ARTICLE XIII
REGISTERED AGENT

The CEDAR CREEK PROPERTY OWNERS ASSOCIATION, INC., hereby appoints Richard W. Plowman, whose address is c/o Bonita Bay Properties, Inc., 3451 Bonita Bay Boulevard, S.W., Suite 202, WEVU Building, Bonita Springs, FL 33923, as its Registered Agent, and the address of such agent as the Office of this Association.

Articles of Incorporation
Cedar Creek Properties, Owners
Association, Inc.

IN WITNESS WHEREOF, the Incorporator has caused this document
to be executed in its name this 9th day of November,
1993.

Bonita Bay Limited Partnership
a Florida limited partnership
BY: Bonita Bay Properties, Inc.,
a Florida corporation, its
General Partner

BY: [Signature]
Richard W. Plowman, President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 9th
day of November, 1993, by Richard W. Plowman,
President of Bonita Bay Properties, Inc., who is personally known
to me ~~or who has produced~~
~~as identification and who did/did not take an oath.~~

[Signature]
Signature of Person Taking Acknowledgment
MARSHA STACHLER

Name of Acknowledger Typed, Printed or Stamped



Title or Rank

Serial Number, if any
My Commission expires:

Articles of Incorporation
Cedar Creek Property Owners
Association, Inc.


**CERTIFICATE DESIGNATING REGISTERED AGENT
AND REGISTERED OFFICE**

In compliance with Florida Statutes Sections 48.091, 617.023,
and 607.0501, the following is submitted:

CEDAR CREEK PROPERTY OWNERS ASSOCIATION, INC.


desiring to organize as a corporation under the laws of the State
of Florida, has designated 3451 Bonita Bay Boulevard, S.W., Suite
202, WEVU Building, Bonita Springs, FL 33923, as its initial
Registered Office, and has named Richard W. Plowman, located at
said address, as its initial Registered Agent.

Bonita Bay Limited Partnership
a Florida limited partnership
BY: Bonita Bay Properties, Inc.,
a Florida corporation, its
General Partner

BY: 
RICHARD W. PLOWMAN

Its: President

Having been named Registered Agent for the above stated
corporation, at the designated Registered Office, the undersigned
is familiar with and accepts the obligations of said appointment,
and agrees to comply with the provisions of Florida Statutes
Section 48.091, 617.023, and 607.0501 relative to keeping open said
office.


RICHARD W. PLOWMAN
Registered Agent

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