

EXHIBIT B

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
TIVOLI TRACE, A CONDOMINIUM**

These are the Amended and Restated Articles of Incorporation of Tivoli Trace Condominium Association, Inc., originally filed with the Florida Department of State on the 4th day of September, 1992 under Charter Number N15955 as the surviving Florida Corporation pursuant to the Articles of Merger filed on August 17, 1992 for Tivoli Trace Property Owners Association, Inc., changing its name to Tivoli Trace Condominium Association, Inc. The Amended and Restated Articles of Incorporation of Tivoli Trace Condominium Association, Inc. were originally recorded in the Broward County Public Records at OR Book 20795 Page 709 and were re-recorded in the Broward County Public Records at OR Book 21681 Page 353.

The name of the original subscriber, and the address at the time of incorporation, were:

Steven A. Frankel
4441 Stirling Road
Ft. Lauderdale, FL

The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

I
NAME

The name of this corporation shall be Tivoli Trace Condominium Association, Inc., a Florida corporation not-for-profit sometimes hereinafter referred to as the "Association".

II
PURPOSE

A. To promote the health, safety and social Owners of Property within that residential area Tivoli Trace and described in the Re-Recorded Amended and Restated Declaration of Condominium in Official Records Book 21681 at Page 289 of the Public Records of Broward County, Florida, together with all amendments thereto, hereinafter referred to as the "Declaration".

B. The Association shall have all the power granted by Chapter 718, Florida Statutes. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, and all of the powers granted to it in the Declaration of Condominium recorded amongst the Public Records of Broward County, Florida.

C. To own and hold title to and to provide, improve, maintain, repair and/or replace the paving, streetlights and other structures of the Common Driveway and Parking Areas, and the grass, shrubbery and trees and other structures of the green/open areas in TIVOLI TRACE for the health, safety, convenience and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

D. To provide or provide for private security, fire protection and such other services the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto, in the Recreation Parcels, in the Common Driveway and Parking Areas, and in the green/open areas of TIVOLI TRACE.

E. To buy, own, operate, lease, sell, trade, and mortgage both real, personal, tangible and intangible property, as may be necessary or convenient in the administration of the Condominium.

F. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Condominium hereinabove described including, but not limited to, the promulgation of Rules and Regulations governing the use of the Condominium Property and other residential areas of Tivoli Trace.

G. To make and collect assessments, and other charges against members as unit owners, and to use the proceeds thereof in the exercise of its powers and duties, in accordance of the Declaration of Condominium.

H. To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors, and members, as unit owners.

I. To make, establish and enforce, by legal or equitable actions, including fines, reasonable Rules and Regulations governing the use of Condominium units, Common Elements, Limited Common Elements and Association property as said terms may be defined in the Declaration of Condominium or the Condominium Act, as same may be mended or renumbered from time to time.

J. To maintain, repair, replace, protect and operate the common elements, Association property and portions of the units which the Association has the duty to maintain, repair and replace in accordance with the Declaration of Condominium, the By-Laws and Chapter 718 of the Florida Statutes, the Condominium Act, as same may be amended or renumbered from time to time.

K. The powers of the Association shall be subject to and shall be exercised in accordance with the Declaration of Condominium and the By-Laws. All contracts for the purchase, lease, or rental of materials or equipment, that are not to be fully performed within one (1) year from the making thereof, and all contracts for provision of services, shall be in writing. Where a contract for the purchase, lease, or rental of materials or equipment, or for the provision of services, the cost of which will exceed five (5%) percent of the total annual budget of the Association (including reserves), the Association shall obtain competitive bids for the materials, equipment or services. Nothing herein shall require the Association to accept the lowest bid, nor limit the ability of the Association to obtain needed products and services in an emergency. This provision shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county serving the Association. Notwithstanding the foregoing, contracts with employees of the Association, contracts for attorney's and accountants services, and any other contracts now or hereafter permitted to be excluded hereunder pursuant to Florida Statute, Section 718.3026, as same may be amended or renumbered from time to time, shall not be subject to this provision.

L. To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as provided in the Declaration of Condominium.

III GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the members for purposes set for the in the Declaration of Condominium, By-Laws and these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, By-Laws, covenants, restrictions, and agreements to effectuate the purposes for which the Association is organized, including the enforcement of the Declaration, and as stated in the By-Laws.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

E. To fix assessments to be levied against the Property subject to the Declaration of Condominium to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the user for the use of the Association Common Areas and Property when such is deemed appropriate by the Board of Directors of the Association.

G. To pay taxes and other charges, if any, on or against property owed or accepted by the Association.

H. To perform the functions of the Condominium Association administering and operating Tivoli Trace, a Condominium.

I. In general, to have all powers conferred upon a corporation not-for-profit by the laws of the State of Florida, except as prohibited hereon.

**IV
MEMBERS**

A. The members of the Association shall consist of all of the record owners of units in the Condominium from time to time, and after termination of the Condominium, shall consist of those who were members at the time of termination, and their successors and assigns.

B. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit for which that share is held.

**V
VOTING**

On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided for by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one (1) vote for each Unit owned. In no event shall more than one vote be cast with respect to any Unit. Except where otherwise required under the provisions of these Articles, the Declaration of Condominium, or By-Laws, the affirmative vote of the Owners of a majority of Units represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

**VI
BOARD OF DIRECTORS**

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Directors must be members of the Association.

B. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

C. Directors of the Association shall be elected at the Annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

**VII
OFFICERS**

The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one 1 year terms in accordance with the procedures set forth in the By-Laws.

**VIII
CORPORATE EXISTENCE**

The Association shall have perpetual existence.

**IX
BY-LAWS**

The Bylaws of this corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed in accordance with the procedure set forth in Article XII of the Bylaws, as same may be amended or renumbered from time to time and subject to the below provisions.

Effective Date. An amendment when adopted shall become effective after being recorded in the Public Records of Broward County, Florida, according to law and filed with the Secretary of State according to law.

Automatic Amendment. These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration. Whenever the Act, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Articles. The Board of Directors, without a vote of the Members, may also adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

Defense. To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in the paragraph immediately above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 11. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

Miscellaneous. The indemnification provided by this Article XII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

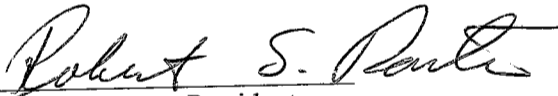
XII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

a) Any contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers or have a financial interest, shall be awarded in accordance with Section 718.3026(3), Florida Statutes. An officer, Director or manager may not solicit, offer to accept, or accept anything or service of value for which consideration has not been provided, for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such Officer or Director who knowingly so solicits, offers to accept, or accepts any thing or service of value, outside of the provisions stated herein, may be subject to prosecution under federal, state, or municipal, criminal or civil law.

b) Reimbursement shall be allowed, however, for expenses incurred for travel while on Association business, for office supplies, software, and equipment used for Association business, for costs of Association meetings or preparation thereof, and for any supplies and materials needed for Association maintenance or repairs needed on an urgent or emergency basis. Such reimbursement shall not be deemed compensation. Claims for such reimbursement submitted by an Officer or Director shall be subject to review and approval of the Board of Directors.
(PAAOC05)

The foregoing were amended and restated as the Articles of Incorporation of TIVOLI TRACE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on the 15th day of March, 2017.


Robert S. Ranta, President


Harriet Dinkowitz, Secretary