

ARTICLES OF INCORPORATION
OF
AVALON MASTER HOMEOWNER ASSOCIATION, INC.
(Florida Corporation Not For Profit)

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

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

- A. "Articles" means these Articles of Incorporation and any and all amendments hereto.
- B. "Avalon" means the name given to the planned residential development being developed in stages by Declarant on the Property in the County in accordance with the "Plan for Development" described in the Protective Covenants.
- C. "Board" means the Board of Directors of the Community Association.
- D. "Bylaws" means the Bylaws of the Community Association and any and all amendments thereto.
- E. "Common Property" means that portion of the Property and all improvements now or hereafter located thereon described in the Protective Covenants as such.
- F. "Community Association" means Avalon Master Homeowner Association, Inc., a Florida corporation not for profit, which is NOT a condominium association, and which has been organized to own, maintain and administer the Common Property in accordance with the Protective Covenants.
- G. "Community Documents" means, in the aggregate, the Protective Covenants, these Articles, the Bylaws and rules and regulations of the Community Association, and all of the instruments and documents referred to or incorporated therein, including, but not limited to, amendments to any of the foregoing, as applicable.
- H. "County" means Broward County, Florida.
- I. "Declarant" means Centex Real Estate Corporation, a Nevada corporation, its successors, grantees and assigns. A Home Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Declarant or of the rights of Declarant under the Community Documents unless such Home Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.
- J. "Director" means a member of the Board.
- K. "Home" means a residential unit in Avalon intended as an abode for one family and includes, but is not limited to, a detached single-family home, a zero lot line single-family home, a residential unit contained in a duplex or in a garden-type, townhouse, villa or high-rise building,

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whether such residential unit is subject to the condominium form of ownership, owned in fee simple, or is a cooperative, a rental or other form of ownership or possession.

L. "Home Owner" means the owner or owners of the fee simple title to a Home and includes Declarant for so long as it is the owner of the fee simple title to a Home. A Home Owner shall not mean or refer to a holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or by deed in lieu of foreclosure, nor shall the term "Home Owner" refer to any lessee or tenant of a Home Owner.

M. "Legal Fees" means: (a) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and postjudgment proceedings; and (b) court costs through and including all trial and appellate levels and postjudgment proceedings.

N. "Member" means a member of the Community Association as more particularly described in Article V hereof.

O. "Operating Expenses" means the expenses for which all Home Owners are liable to the Community Association as described in the Protective Covenants.

P. "Plat" means the plat of Avalon, which has been recorded in Plat Book 160, at Page 4, of the Public Records of the County, wherein the Property is described and is divided into Lots, blocks, parcels or tracts.

Q. "Property" means the real property upon which Avalon is planned to be developed and which is more particularly described in Exhibit A to the Protective Covenants. All or any portion of the real property described on Exhibit B to the Protective Covenants shall also be part of the property when and if it is submitted to Avalon by a "Supplemental Declaration", as such term is defined in the Protective Covenants.

R. "Protective Covenants" means the Declaration of Protective Covenants and Restrictions for Avalon to be recorded amongst the Public Records of the County, and any and all amendments and supplements thereto.

ARTICLE II NAME

The name of this corporation shall be AVALON MASTER HOMEOWNER ASSOCIATION, MC., a Florida not-for-profit corporation. For convenience, the corporation shall be herein referred to as the Community Association, whose principal address and mailing address is 3323 W. Commercial Boulevard, Suite 100, Fort Lauderdale, Florida, 33309.

ARTICLE III PURPOSES

The purpose for which the Community Association is organized is to take title to, operate and maintain the Common Property in accordance with the terms, provisions and conditions contained in the Protective Covenants and to carry out the covenants and enforce the provisions of the Community Documents and to operate, lease, trade, sell and otherwise deal with the personal and real property of the Community Association.

ARTICLE IV
POWERS

The Community Association shall have the following powers and shall be governed by the following provisions:

A. The Community Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Community Association shall have all of the powers to be granted to the Community Association in the Community Documents. All of the provisions of the Protective Covenants and Bylaws which grants powers to the Community Association are incorporated into these Articles.

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

1. To perform any acts required or contemplated by it under the Community Documents.

2. To make, establish, amend and enforce reasonable rules and regulations governing Avalon or any portions thereof including, without limitation, the Common Property;

3. To make, levy and collect assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and costs of collection, including the operational expenses of the Community Association, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Community Association;

4. To administer, manage and operate Avalon in accordance with the Community Documents and to maintain, repair, replace and operate the Common Property in accordance with the Community Documents;

5. To enforce by legal means the obligations of the membership of the Community Association and the provisions of the Community 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 Common Property and to enter into any other agreements consistent with the purposes of the Community Association including, but not limited to, agreements with respect to the installation, maintenance and operation of a master television antenna system and a cable television, security, communications system and street light systems and agreements with respect to professional management of the Common Property and to delegate to such professional management certain powers and duties of the Community Association;

7. To enter into the Protective Covenants and any amendments, supplements and modifications 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 Community Association mandate to keep and in a proper and aesthetically pleasing condition and to provide the Home Owners with services, amenities, controls and enforcement which will enhance the quality of the life at Avalon.

9. Notwithstanding anything contained herein to the contrary, the Community Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly

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called meeting of the Members at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Community 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 Home Owners are obligated to pay pursuant to the Community Documents;
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Community Documents;
- (d) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Common Property or to Member(s) (the imminent expiration of statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or
- (e) filing a compulsory counterclaim.

ARTICLE V MEMBERS AND VOTING

The qualification of Members, 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. Until such time **as** the first deed of conveyance of a Home from Declarant to a Home Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Community Association shall be comprised solely of the incorporator of these Articles ("Incorporator"). The Incorporator shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, membership of the Incorporator in the Community Association shall be automatically terminated and thereupon Declarant shall be a Member **as** to each of the remaining Homes until each such Home is conveyed to another Home Owner, and thereupon and thereafter each and every Home Owner, including Declarant **as** to Homes owned by Declarant, shall be Members and exercise all of the rights and privileges of Members.

C. Membership in the Community Association for Home Owners other than Declarant shall be established by the acquisition of ownership of fee title to a Home **as** evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Home is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Home shall not be a Member unless or until such Home Owner shall deliver a **true** copy of a deed or other instrument of acquisition of title to the Community Association.

D. The Community Association shall have two **(2)** classes of voting membership:

1. "Class A Members" shall be all Members, with the exception of Declarant, and shall be entitled to one (1) vote for each Home owned.

2. "Class B Members" shall be Declarant, who shall be entitled to three (3) votes for each Home owned by Declarant. Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events ("Turnover Date"):

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(i) Three (3) months after the conveyance of ninety percent (90%) of the "Total Developed Homes" (as defined in Paragraph X.C hereof) by Declarant, if applicable as evidenced by the recording of instruments of conveyance of such Homes amongst the Public Records of the County; or

(ii) At such earlier time as Declarant shall designate in writing to the Community Association.

On the Turnover Date, Class **A** Members, including Declarant, shall assume control of the Community Association and elect the Board.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Homes, and, nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Community Documents.

F. No Member may assign, hypothecate or transfer in any manner his membership in the Community Association except as an appurtenance to his Home.

G. Any Member who conveys or loses title to a Home 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 Home and shall lose all rights and privileges of a Member resulting from ownership of such Home.

H. There shall be only one (1) vote for each Home, except for Declarant-owned Homes as set forth herein. If there is more than one Member with respect to a Home as a result of the fee interest in such Home being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Home Owners of a Home owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Home Owners of the Home, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Community Association, and such certificate shall be valid until revoked by a subsequent certificate.

Notwithstanding the foregoing provisions, whenever any Home is owned by a husband and wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Home owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one (1) spouse is present at a meeting, the person present may cast the Home vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Community Association by the other spouse, the vote of said Home shall not be considered.

3. Where neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Home vote, absent any prior written notice to the contrary to the Community Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Community Association or the designation of a different Proxy by the other spouse, the vote of said Home shall not be considered.

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Prepared by: Mark F. Grant, Esq., FL Bar #218881
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I. A quorum shall consist of persons entitled to cast at least ~~thirty~~ percent (30%) of the total number of votes of the Members.

ARTICLE VI TERM

The term for which the Community Association is to exist shall be perpetual. In the event of dissolution of the Community Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Community Association shall be conveyed to a similar homeowners' 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 Community Association and its properties in the place and stead of the dissolved Community Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Community Association and its properties.

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles are:

Henry E. Magnuson
3323 West Commercial Boulevard, Suite 100
Fort Lauderdale, Florida 33309

ARTICLE VIII OFFICERS

A. The affairs of the Community Association shall be managed by the President of the Community Association, assisted by one 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 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	-	Henry E. Magnuson
Vice President		Bill Brazill
Secretary	-	David Blessing
Treasurer	-	David Blessing

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ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Community Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than seven (7), the number of which the Board shall from time to time determine prior to each meeting at which Directors are to be elected; provided, however, the number of Directors shall always be an odd number. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members. There shall be any one (1) vote for each Director.

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

<u>NAMES</u>	<u>ADDRESSES</u>
Tom Laboda	3323 W. Commercial Blvd., Suite 100 Fort Lauderdale, FL 33309
Bill Brazill	3323 W. Commercial Blvd., Suite 100 Fort Lauderdale, FL 33309
David Blessing	3323 W. Commercial Blvd., Suite 100 Fort Lauderdale, FL 33309

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant intends that Avalon, when ultimately developed, will contain Four Hundred Twenty-Six (426) single-family Homes and Two Hundred Ninety-Six (296) attached Homes. For purposes hereof, the term "Total Developed Homes" shall mean the total number of attached Homes and single-family Homes which Declarant intends to develop in Avalon (Seven Hundred Twenty-Two [722]) ("Total Developed Homes"), notwithstanding, however, that Declarant may develop more or less than the planned number of Homes and may change the mix of attached Homes and single-family Homes.

D. Upon the Turnover Date, the Members other than Declarant ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. At the Initial Election Meeting, Purchaser Members shall elect two (2) of the Directors in accordance with the procedures set forth in the Bylaws for election of Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). If Declarant so elects, Declarant may increase the size of the Initial Elected Board and in such event, Declarant shall have the right to designate up to one-third (1/3) of the Directors. Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

F. The Board shall continue to be so designated and elected, as described in Paragraph E above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until he is removed in the manner hereinafter provided.

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

G. The Initial Election Meeting shall be called by the Community Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

H. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When Declarant no longer holds at least five percent (5%) of the Total Developed Homes for sale in the ordinary course of business and all Homes sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Homes amongst the Public Records of the County; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph G of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting in accordance with the procedures set forth in the Bylaws.

I. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members Meeting thereafter, as many Directors of the Community Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Community Association who has been elected by the First Board shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses,

damage, judgments, executions, claims and demands whatsoever, in law or in equity, which the Community Association or Purchaser Members had, now have or will have, or which any personal representative, successor, heir or assign of the Community Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Community Association shall be indemnified by the Community Association against all costs, expenses and liabilities, including Legal Fees 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 Community Association, whether or not he or she 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 herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Community Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights to which such Director or officer may be entitled by common or statutory law.

ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided 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. Prior to the conveyance by Declarant of a Home to a Home Owner, these Articles may be amended only by a written instrument signed by the Incorporator and filed in the Office of the Secretary of State of the State of Florida.

B. After the conveyance by Declarant of a Home to a Home Owner, these Articles may be amended in the following manner:

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 be at either 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.

(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 the affirmative vote of a majority of the Members present in person or by proxy.

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2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by a majority of all Members and a majority of all members of the Board setting forth their intention that an amendment to the Articles be adopted.

C. These Articles may not be amended without the written consent of a majority of the members of the Board.

D. 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 or any amendments or supplements thereto.

E. A copy of each amendment shall be certified by the Secretary of State of the State of Florida.

F. 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: (i) 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 Declarant; or (ii) any "Institutional Mortgagee" (as such term is defined in the Protective Covenants) without the prior written consent of such Institutional Mortgagee.

G. Any instrument amending these Articles the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles.

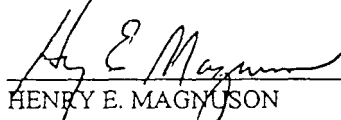
H. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds at least one (1) Home for sale in the ordinary course of business; and (ii) any "Institutional Mortgagee" (as such term is defined in the Protective Covenants) without the prior written consent of such Institutional Mortgagee.

I. Notwithstanding the foregoing provisions, as long as the Class B membership exists, the following actions require the prior approval of the Federal Housing Administration ("FHA") or Veteran's Administration ("VA"): annexation of additional properties, merges and consolidations, mortgaging of common area, dedication of common area, dissolution and amendment of these Articles.

ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Community Association is 3323 W. Commercial Blvd., Suite 100, Fort Lauderdale, Florida 33309, and the initial registered agent for the Community Association at that address shall be Henry E. Magnuson.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 13th day of March, 1996.


HENRY E. MAGNUSON

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The undersigned hereby accepts the designation of Registered Agent of Avalon Master Homeowner Association, Inc. as set forth in Article XIV 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.

Henry E. Magnuson
 HENRY E. MAGNUSON
 Dated: March 13, 1996

STATE OF FLORIDA)
)
 COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me this 13th day of March, 1996, by HENRY E. MAGNUSON, the person described as the Incorporator of these Articles who executed the foregoing Articles of Incorporation, who is personally known to me or who has produced FL Drivers License as identification.

Norma Jean Sousa
 Notary Public
 State of Florida at Large

Norma Jean Sousa
 Printed, Typed or Stamped Notary Name

My Commission Expires:



NORMA JEAN SOUSA
 MY COMMISSION # CC 230271 EXPIRES
 October 28, 1996
 BONDED THRU TROY FAIR INSURANCE, INC.

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COPY

BYLAWS
OF
AVALON MASTER HOMEOWNER ASSOCIATION, INC.

Section 1. Identification of Community Association

These are the Bylaws of Avalon Master Homeowner Association, Inc. ("Community Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes.

1.1. The office of the Community Association shall be for the present at 3323 W. Commercial Blvd., Suite 100, Fort Lauderdale, Florida 33309 and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Community Association shall be the calendar year.

1.3. The seal of the Community Association shall bear the name of the Community Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Community Association ("Articles") as well as in the Declaration of Protective Covenants and Restrictions for Avalon ("Protective Covenants") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership in the Community Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Community Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles), and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by the President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4. Except as otherwise provided in the Articles, a written notice of all Members' meetings, whether the Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote thereat at his last known address as it appears on the books of the Community Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Community Association to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notice of any special meeting shall include a description of the purpose or

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purposes for which the meeting is being called. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Community Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members, provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Community Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast thirty percent (30%) of the total number of votes of the Members. A quorum of any Class Members shall consist of Class Members entitled to cast thirty percent (30%) of the total number of votes of the Class Members. Limited proxies and general proxies may be used to establish a quorum.

"Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the proxy, any adjournments thereof, provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy must be filed with the Secretary of the Community Association before the appointed time of the Meeting in order to be valid. Any proxy may be revoked prior to the time a vote is cast according to such proxy.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written limited proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Community Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairman" (as defined in Paragraph 7.2 hereof) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) Members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Community Association shall retain minutes for at least seven (7) years subsequent to the date of the Meeting the minutes reflect.

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3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by written ballots.

3.11. The voting on any matter at a Meeting shall be by secret ballots upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

Section 4. Board; Directors' Meetings

4.1. The business and administration of the Community Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles. Except for Declarant-appointed Directors, Directors must be Members or the spouses, parents or children of Members.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Community Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary. Otherwise, notice of the organizational meeting shall be given in accordance with Section 617.303(2), Florida Statutes.

4.5. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Such special meeting may be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7. Notice of all Board meetings shall be given to the Members in accordance with Section 617.303(2), Florida Statutes.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

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4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.10. Directors' fees, if any, shall be determined by the Members.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.12. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board and all meetings thereof shall be open to all Members.

4.13. Meetings of the Board shall be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings with its attorney where the purpose(s) of the meeting is to discuss proposed or pending litigation governed by attorney-client privilege. If open, unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Members shall not be entitled to participate in the meeting, but shall only be entitled to act as observers. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meeting or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member or a duly authorized representative, agent or proxyholder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.14. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a written consent, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of Directors; provided, however, whenever Assessments are to be considered they may be considered only at a meeting of the Directors properly noticed in accordance with Section 617.303(2), Florida Statutes.

Section 5. Powers and Duties of the Board

All of the powers and duties of the Community Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Community Documents, as well as all of the powers and duties of a director of a corporation not for profit.

Section 6. Late Fees

A Member who fails to timely pay any Assessment shall be charged a late charge by the Community Association for such late Assessment in an amount set forth in the Rules and Regulations. Members shall be responsible to pay all Legal Fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Community Association's lien has been commenced. The Board has authorized an initial schedule of fees for such circumstances, which schedule is also set forth in the Rules and Regulations.

Section 7. Officers of the Community Association

7.1. Executive officers of the Community Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other

officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Community Association. One person may hold any two offices simultaneously, except where the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

7.2. The President shall be the chief executive officer of the Community Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit including, but not limited to, the power to appoint such committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Community Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Community Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Community Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Community Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Community Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Community Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Community Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Community Association or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Avalon.

Section 8. Resignations

Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Homes or Dwelling Units owned by any Director or officer (other than appointees of Declarant or officers who were not Members) shall constitute a written resignation of such Director or officer.

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Section 9. Accounting Records; Fiscal Management

9.1. The Community Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Home within the Property which shall designate the name and address of the Home Owner thereof, the amount of Individual Home Assessments and all other Assessments, if any, charged to the Home, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due; (iii) all tax returns, financial statements and financial reports of the Community Association; and, (iv) any other records that identify, measure, record or communicate financial information.

9.2. Subsequent to the Guarantee Period(s) or in the absence of any Guaranteed Assessments as described in the Protective Covenants, the Board shall adopt a budget (as provided for in the Protective Covenants) of the anticipated Operating Expenses for each forthcoming calendar year (the fiscal year of the Community Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of October or November of the year preceding the year to which the budget applies, provided that the first Budget Meeting is to be held: (i) within thirty (30) days of the expiration of the Guarantee Period for purposes of adopting a budget for the remainder of the calendar year during which the Guarantee Period expires; or (ii) prior to the completion of the first Home in the event there is no Guaranteed Assessment. Prior to the Budget Meeting, a proposed budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the budget, a copy thereof shall be furnished to each Member, and each Owner shall be given notice of the Individual Home Assessment applicable to his Home(s). The copy of the budget shall be deemed furnished and the notice of the Individual Home Assessment shall be deemed given upon its delivery or upon its being mailed to the Owner shown on the records of the Community Association at his last known address as shown on the records of the Community Association.

9.3. In administering the finances of the Community Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Community Association in any calendar year may be used by the Community Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly or monthly (as determined by the Board) in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year an such expenses are incurred in accordance with the cash basis method of accounting.

9.4. The Individual Home Assessment shall be payable as provided for in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Home Assessment.

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9.6. The depository of the Community Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Community Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Community Association shall be made annually and a copy of the report shall be furnished to each Member no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the records of the Community Association.

Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of Avalon; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Community Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Community Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Common Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 11. Roster of Members

Each Member shall file with the Community Association a copy of the recorded deed or other document showing his ownership or right of use. The Community Association shall maintain such information. The Community Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein. Only Members of record with the Community Association on the date notice of any Meeting requiring their vote is given shall be entitled to notice of and to vote at such Meeting, unless prior to such Meeting other Members shall produce adequate evidence of their interest and shall waive in writing notice of such Meeting.

Section 12. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members and the Board; provided, however, if such rules of order are in conflict with any of the Community Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 13. Amendment of the Bylaws

13.1. These Bylaws may be amended as hereinafter set forth in this Section 13.

13.2. After the Turnover Date, any Bylaw of the Community Association may be amended or repealed, and any new Bylaw of the Community Association may be adopted by either:

(i) majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that

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the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

13.3. Notwithstanding any of the foregoing provisions of this Section 13 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

13.4. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant for so long as Declarant holds at least one (1) Home for sale in the ordinary course of business; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

13.5. Notwithstanding the foregoing provisions of this Section 13, so long as the Class B membership exists, the Federal Housing Administration and/or the Veterans' Administration shall have the right to veto any amendment to these Bylaws.

13.6. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Community Association shall be recorded amongst the Public Records of the County.

AVALON MASTER HOMEOWNER
ASSOCIATION, INC.

By: _____

Attest: _____

(SEAL)

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CERTIFICATE OF FIRST AMENDMENT TO
ARTICLES OF INCORPORATION OF
AVALON MASTER HOMEOWNER ASSOCIATION, INC.

(A Florida corporation not for profit)
Pursuant to Section 617.1002 of the Florida Not For
Profit Corporation Act

I, Henry E. Magnuson, as President of CENTEX REAL ESTATE CORPORATION, a Nevada corporation, defined as the Articles of Incorporation of AVALON MASTER HOMEOWNER ASSOCIATION, INC., a Florida corporation not for profit ("Association"), do hereby certify as follows:

1. The Association was originally incorporated on March 13, 1996, Charter Number N96000001388, under Chapter 617 of the laws of the State of Florida;

2. Declarant wishes to amend the Articles of Incorporation of the Association ("Articles") in accordance with the requirements of Article XIII of the Articles; and

3. As Declarant has not conveyed a "Home" to a "Home Owner" as of the date hereof (as such terms are defined in the Articles), the Articles may be amended only by an instrument signed by Declarant and filed in the Office of the Secretary of State of the State of Florida.

NOW, THEREFORE, the Articles are hereby amended as follows:

1. The last sentence of Article XIII.B.1.(c) is hereby deleted in its entirety and the following is substituted in lieu thereof:

The proposed amendment(s) shall be adopted upon receiving the affirmative vote, in person or by proxy, of at least two-thirds (2/3) of all of the Members.

2. Article XIII.B.2. is hereby deleted in its entirety and the following is substituted in lieu thereof:

An amendment may be adopted by a written statement (in lieu of a meeting) signed by at least two-thirds (2/3) of all of the Members and a majority of all members of the Board setting forth their intention that an amendment to the Articles be adopted.

IN WITNESS WHEREOF, this Certificate of First Amendment has been executed by Declarant, this 19th day of March, 1996.

WITNESSES:

Amie J. Livingston
Print Name: Amie J. Livingston

Wendy A. Hornor
Print Name: Wendy A. Hornor

CENTEX REAL ESTATE CORPORATION

Henry E. Magnuson
Henry E. Magnuson,
Division President.

(Corporate Seal)

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Prepared by: Mark F. Grant, Esq., FL Bar #218881
Ruden McClosky, Et al., P. O. Box 1900
Fon Lauderdale, Florida 33301
(954) 764-6660

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by HENRY E. MAGNUSON, the Division President of Centex Real Estate Corporation, a Nevada corporation, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of ~~said corporation. Henry E. M. —~~ is personally known to me or (has produced a Florida driver's license as identification)

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of March, 1996.

Aimee, !. & . —

Notary Public

Typed, printed or stamped name of
Notary Public

My Commission Expires:



AIMEE J. LIVINGSTON
MY COMMISSION # CC317380 EXPIRES
November 7, 1997
BONDED THRU THOMY FAIR INSURANCE, INC.

EX 21635PG0906

Prepared by: Mark F. Grant, Esq., FL Bar #218881
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