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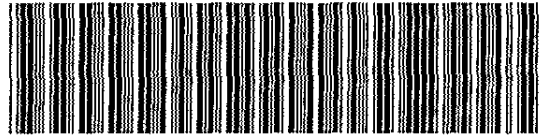
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend & Rest
MAD 10/30

MOORE, HILL & WESTMORELAND, P. A.

ATTORNEYS AT LAW

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jpinette@mhw-law.com

October 23, 2003

Secretary of State
Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

Re: Westwood Homes, Inc.

Dear Sir or Madam:

Enclosed please find an original and one copy of a proposed Second Amendment to Articles of Incorporation for filing in regard to the above-referenced corporation. Our firm's check in the amount of \$43.75 for the filing fee and certified copy is enclosed. Thank you for your assistance in this matter and if you have any questions, please do not hesitate to contact us.

Very truly yours,

MOORE, HILL & WESTMORELAND, P.A.



Judy Pinette, CLA to
J. Lofton Westmoreland

/jap
Enclosures

SECOND AMENDMENT
TO
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
WESTWOOD HOMES, INC.

This Second Amendment to Amended and Restated Articles of Incorporation of Westwood Homes, Inc. are adopted this 1st day of October, 2003, for the purposes stated herein:

A. The name of the corporation is Westwood Homes, Inc. The corporation was formed on January 11, 1982.

B. The amendment to the Amended and Restated Articles of Incorporation was adopted by the directors on the 1st day of October, 2003, as set forth in the Consent of Directors of Westwood Homes, Inc., attached hereto as Exhibit "A", hereby incorporated by reference. Members are not entitled to vote on a proposed amendment.

C. The amendment adopted is set forth below:

1. So long as the Secretary of The Department of Housing and Urban Development ("Secretary") or the Secretary's successors or assigns is the insurer or holder of a note secured by a Mortgage/Deed of Trust on Westwood Homes, currently HUD Project No. 063-35199 in Pensacola, Escambia County, Florida (the "Project"), or so long as a Mortgage Restructuring Mortgage Note and Mortgage or a Contingent Repayment Note and Mortgage (if applicable) in favor of the Secretary of Housing and Urban Development remain outstanding, whichever is longer, no amendment to the Articles of Incorporation/Organization that results in any of the following will have any force or effect without the prior written consent of OMHAR/HUD:

(a) Any amendment that modifies the term of the Corporation;

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TALLAHASSEE, FLORIDA

(b) Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional owner, director or officer;

(c) Any amendment that in any way affects any note, mortgage, or security agreement relating to the Project or any document executed in connection with any such note, mortgage, or security agreement or any Regulatory Agreement between HUD and the Corporation (each a "Regulatory Agreement") including, without limitation, any Restructuring Mortgage Note or Mortgage or Contingent Repayment Note or Mortgage, or any Use Agreement (the "HUD Loan Documents");

(d) Any amendment that would authorize anyone other than the a duly authorized officer to bind the Corporation for all matters concerning the Project which require HUD' s consent or approval;

(e) Any change in a guarantor of any obligation to the Secretary.

2. The Corporation is authorized to execute the HUD Loan Documents and other documents required by the Secretary in connection with any HUD-held loan or HUD-insured loan and to comply with the requirements of any applicable HUD-insured loan program or the Mark-to-Market Regulations, including without limitation, any documents required by HUD in connection with the transactions contemplated by that certain Restructuring Commitment from HUD/OMHAR bearing the date of July 21, 2003 (the "Restructuring Commitment").

3. Notwithstanding any other provisions of these Articles, upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person who is not bound by any Regulatory Agreement, including, without limitation, any Regulatory Agreement executed in connection with the Mortgage Restructuring Mortgage Note or Contingent Repayment Note, if applicable.

4. Notwithstanding any other provisions of these Articles, in the event that any provision of these Articles or the By-laws of the Corporation conflicts with any terms of the HUD Loan Documents, the provisions of the HUD Loan Documents shall control.

5. Notwithstanding any other provisions of these Articles, so long as the Secretary or the Secretary's successors or assigns is the insurer or holder of a note on the Project, the Corporation may not voluntarily be dissolved or converted without the prior written approval of the Secretary.

6. No provision required by HUD to be inserted into the organizational documents may be amended without prior OMHAR/HUD approval, for so long as FHA is the insurer or the holder of a Note relating to the Project.

7. Notwithstanding any other provisions of these Articles, the Corporation shall not:

(a) engage in any other business or activity, including the operation of any other rental project, other than owning and operating the Project, or incur any liability or obligation not in connection with the Project;

(b) acquire or own material assets other than the Project and incidental personal property;

(c) maintain assets in a way difficult to segregate and identify; or

(d) fail to hold itself out to the public as a separate legal entity from another or fail to conduct business solely in its name.

8. Notwithstanding any other provision of these Articles, the officers and directors, and any assignee of any officer or director, shall be personally liable to HUD with respect to the following matters: (i) for funds or property of the Project coming into such person's or entity's possession which by the terms of any Regulatory Agreement such person or entity is not entitled to retain, (ii) for its own acts and deeds, and (iii) for the acts and deeds of others which it has authorized in violation of any Regulatory Agreement.

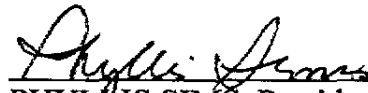
9. Any person acquiring any of the following positions must meet the requirements for HUD previous participation clearance, i.e., Form HUD-2530, and be bound by the provisions of Paragraph 8 above: (i) any president, vice president, treasurer, or clerk of any other executive officer who is directly responsible to the Board of Directors; and (ii) any director.

10. The Secretary must approve any change in the Manager of the Project so long as the Secretary is the insurer or holder of financing of the Project.

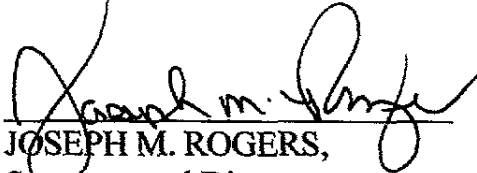
11. In addition to, and not in limitation of the provisions of these Articles, the HUD financial requirements as to cash control and distributions as set forth in any and/or all Regulatory Agreements shall supersede to the extent they are in conflict with any of the financial provisions of the Corporation.

12. The Corporation has designated Joseph M. Rogers as its official representative for all matters concerning the Project that require HUD consent or approval (the "HUD Representative") and the signature of the HUD Representative shall bind the Corporation in all such matters. If the Corporation shall appoint a new HUD Representative, within three business days of such appointment, HUD shall be provided with written notification of the name, address and telephone number of the new HUD Representative.

IN WITNESS WHEREOF, the undersigned President and Secretary of the
aforesaid corporation have executed this Second Amendment to the ^{Amended and Restated} /Articles of
Incorporation on this 1st day of October, 2003.


PHYLLIS SIMS, President and
Director

ATTEST:


JOSEPH M. ROGERS,
Secretary and Director

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day
of October, 2003, by Phyllis Sims, as President of Westwood Homes, Inc.,
and by Joseph M. Rogers, as Secretary of Westwood Homes, Inc., and who are
personally known to me or who have produced _____ as
identification and who did not take an oath.

My Commission Expires:


NOTARY PUBLIC



Margaret T. Stopp
MY COMMISSION # DD190835 EXPIRES
March 4, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

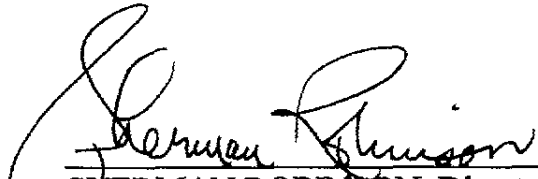
UNANIMOUS CONSENT OF THE DIRECTORS OF
WESTWOOD HOMES, INC. TO ADOPT
AMENDED & RESTATED
SECOND AMENDMENT TO ARTICLES OF INCORPORATION

The directors of Westwood Homes, Inc., a Florida corporation, hereinafter referred to as the "Company" hereby unanimously consent and agree to approve, adopt, take, and ratify the following action:

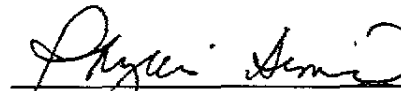
RESOLVED, that the corporation adopt the Second Amendment to ^{Amended and Restated} Articles of Incorporation in regard to the financing of Westwood Homes, a copy of which is attached.

Dated this 1st day of October, 2003.



DOLORES CURRY, Director


SHERMAN ROBINSON, Director


MARIE YOUNG, Director


PHYLLIS SIMS, Director


WILLIE BREWER, Director


JOSEPH M. ROGERS, Director