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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JUN 12 2015

W PAINTES

COVER LETTER

TO: Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

SUBJECT: ERA Home Builders, LLC

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Ruben Fleurinor

ERA Home Builders, LLC

610 SW Bradshaw Circle

Port St. Lucie, FL 34953

madyyamaz@yahoo.com

(954) 648-7552

For further information concerning this matter, please call:

Ernst Saintil at (772) 519-3462 or Andre Luders at (954) 868-9893

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I

The name of the Limited Liability Company is: ERA Home Builders, LLC

ARTICLE II

The mailing address and street address of the principal office of the Limited Liability Company is

Principal Office Address:

Mailing Address

610 SW Bradshaw Circle
Port St. Lucie, FL 34953

610 SW Bradshaw Circle
Port St. Lucie, FL 34953

ARTICLE III

The name and the Florida street address of the registered agent are:

Ruben Fleurinor
610 SW Bradshaw Circle
Port St. Lucie, FL 34953

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations for my position as registered agent as provided for in Chapter 605, Florida Statutes

Ruben Fleurinor
Registered Agent's Signature

ARTICLE IV

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

Name and Address:

Manager/Member

Ruben Fleurinor
610 SW Bradshaw Circle
Port St. Lucie, FL 34953

Manager/Member

Ernst Saintil
270 SW Ridgecrest Dr.
Port St. Lucie, FL 34953

Manager/Member

Andre Luders
P.O. Box 9891
Oakland Park, FL 33311

FILED
15 JUN -9 AM 8:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE V

Voting Rights

Each member/manager shall have an equal voting share. A majority will be required for all amendments to the Articles, purchases of land, sales of land.

ARTICLE VI

Manager Contributions

Each member/manager shall contribute equally for all actions as agreed to by the members of the LLC.

ARTICLE VII

Ownership

Each member of the LLC shall have an equal 1/3 ownership of the company.



Signature of a member or an authorized representative of a member

(In accordance with section 605.0203(1)(b), Florida Statutes, the execution of this document Constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a documents to the Department of State Constitutes a third degree felony as provided for in FL S. 817.155).

Ruben Fleurinor

Printed name of signee

OPERATING AGREEMENT FOR RUBENERNSTANDRE

THIS OPERATING AGREEMENT is made as of the ____ day of May, 2015 by and among the following individuals:

Ruben Fleurinor

Ernst Saintil

Andre Luders

IN CONSIDERATION OF the mutual promises of the parties hereto and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. NAME

The name of the Limited Liability Company shall be "ERA Home Builders, LLC".

2. PURPOSE

The purpose for which the limited liability company is formed is to acquire interests in certain parcels of real property located in Florida, as is more fully described in paragraph 20, as amended from time to time. And, to engage in any and all other things and activities incident to the acquisition, development, holding, management, operation, leasing, financing, and sale of such property.

3. REGISTERED OFFICE AND AGENT

The name of the registered agent of the Limited Liability Company shall be Ruben Fleurinor. The registered office of the ERA Home Builders Limited Liability Company shall be located at 610 SW Bradshaw Circle, Port St. Lucie, FL 34953.

4. RILING OF ARTICLES OF ORGANIZATION

The members of the ERA Home Builders Limited Liability Company shall:

- (a) Promptly file a duly executed original copy of the Articles of Organization of the ERA Home Builders Limited Liability Company, together with one or more additional copies thereof as appropriate, with the Secretary of State of Florida and in such other place or places as may be required by law; and
- (b) Tender and pay all fees and charges, and do all other necessary items for the due formation of the ERA Home Builders Limited Liability Company pursuant to the laws of the State of Florida.

5. TERM

The ERA Home Builders Limited Liability Company shall be deemed formed at the time of the filing of the Articles of Organization with the Secretary and shall continue in perpetuity

until such time as the members elect to terminate this LLC pursuant to further provisions of this Operating Agreement.

6. INTERESTS AND CONTRIBUTIONS OF MEMBERS

- A) The name and present mailing address of each member and the percentage interest of each member of the limited liability company are set forth in paragraph 20 of this agreement. The total amount of financial contribution by the members is \$5,000.
- B) The initial contribution of each member shall be contributed to the ERA Home Builders LLC upon execution of the Articles of Organization and Operating Agreement by each such member.
- C) An individual account shall be maintained for the LLC with each member holding an equal share of the assets within.
- D) No additional contributions have been agreed to as of the date of the Articles of Organization and Operating Agreement and none shall be required or permitted without the unanimous written consent of all members.
- E) Except as set forth in paragraph 13, a member shall not receive from the LLC any part or all of his or her contributions until:
 - i) All liabilities of the LLC, except liabilities to members on account of their contributions to capital, have been paid or there remains property of the LLC sufficient to pay them;
 - ii) The consent of all members is had, unless the return of the contribution to capital may be rightfully demanded as provided herein; and
 - iii) The Articles of Organization or the Operating Agreement is cancelled or so amended as to set out the withdrawal or reduction of the contributions of capital.
- F) Subject to the provisions of paragraph 6, a member may rightfully demand the return of his or her contribution only upon the dissolution of the LLC.
- G) The LLC shall have the discretion to distribute assets to a member in return for his or her contribution to capital as it deems appropriate.
- H) A member of the LLC may have the LLC dissolved and its affairs concluded when:
 - i) The member rightfully but unsuccessfully has demanded the return of his or her contribution to capital; or
 - ii) The other liabilities of the LLC have not been paid, or the LLC's property is insufficient for their payment and the member would otherwise be entitled to the return of his or her contribution; or

- iii) A court of law with proper jurisdiction over the LLC enters a judgment ordering that the LLC be dissolved for proper purposes.

7. ALLOCATION OF PROFITS AND LOSSES

- A) For purposes of these Articles and Operating Agreement, and until determined otherwise by the manager of the LLC, the fiscal year shall begin on January 1 of each year.
- B) The profits and losses of the LLC shall be determined for each fiscal year in accordance with the accounting methods followed by the IRS and other principles of the tax code, and the laws for the state of Florida. For purposes of Sections 702 and 704 of the tax code or the corresponding sections of any future internal revenue law, or similar tax code, the determination of each member's distributive share of income, gain, deduction, loss, credit or allowance for each year shall be made in proportion to the amount of the member's respective percentage interests in the LLC during such year.
- C) The profits of the LLC shall be shared among the members, and the losses of the LLC shall be borne by the member in proportion to each member's respective percentage interest in the LLC.

8. DISTRIBUTIONS

To the fullest extent allowed by Florida law, the net cash flow may be distributed to the members in proportion to their respective percentage interest in the LLC, if elected to do so by a majority of the members. The net cash flow shall be defined to be the net income from the sale, rent, or assignment of the property held by the LLC.

9. DESIGNATION OF MANAGER(S)

- A) For the purpose of conducting the business and affairs of the LLC, Ruben Fleurinor, shall act as manager until the first annual meeting of the members or until his successor is elected and qualifies. The address of the manager is as follows: 610 NW Bradshaw Circle, Port St. Lucie, FL 34953.
- B) The manager(s) of the LLC shall be elected annually at a meeting of the members or by other action of the members to be held or taken on each annual anniversary of the date of these Articles and Operating Agreement, or as soon thereafter as such meeting or action can be held or taken. Such person(s) who receives the approval of those members who own an aggregate of more than fifty percent of the total percentage interest of all members of the LLC shall be elected manager, and the Articles of Organization shall be amended to any extent required under the Act. The number of managers may be increased or decreased as determined by the consent of those members whose respective percentage interests in the LLC in the aggregate exceed fifty percent of the total percentage interest of all members of the LLC.
- C) Whenever the consent or approval of the members is referred to in these Articles or Operating Agreement, the consent or approval by sufficient members authorized to make such a decision shall be effective whether votes are cast at a meeting of members, or by formal or informal, oral or written instructions of such members, or otherwise, and such

determination so made by the members shall be effective and legally binding upon all the members, regardless of the number of members who may actually vote or otherwise participate therein.

10. RIGHTS AND POWERS OF THE MANAGER

- A) The manager shall have sole and complete control of the management and operation of the affairs and business of the LLC and shall operate the LLC for the benefit of all of the members. One of the signatures of the manager shall be sufficient to bind the LLC so long as the signatory has the consent thereto of the other managers, if there is more than one manager.
- B) The manager(s) in extension and not in limitation of the rights and powers given by law or by the other provisions in these Articles and Operating Agreement, shall in its sole discretion, have full and entire right, power and authority in the management of the business and affairs of the LLC;
 - i) To purchase, acquire, own, lease, manage and operate, either directly or indirectly, the real estate described in paragraph 3 hereof (or any interest or interests therein), and to carry on any and all activities related thereto; and to invest and reinvest any funds or assets of the LLC in such property, real, personal or mixed, as may be consistent with the purposes of the LLC set forth in the paragraphs herein;
 - ii) Subject to the provisions of paragraph 12(b) hereof, to sell, with or without notice, at public or private sale, and to exchange, trade, transfer, assign, convey, mortgage or otherwise encumber, finance refinance, lease for any term, pledge, appraise, or have appraised, apportion, divide in kind, borrow on, hypothecate, or give options for any and all of the property of the LLC, whether realty or other property, upon such terms and conditions as the manager(s) in their sole discretion, may deem to be in the best interests of the LLC, and in so doing to execute, acknowledge, sign and deliver all necessary documents or instruments;
 - iii) To cause the LLC to participate in any capacity in any business or organization or enterprise, whether incorporated or not, in any manner or form whatsoever, to the extent consistent with the purposes of the LLC as set forth in the Articles of Organization and Operating Agreement;
 - iv) To employ agents, servants, employees and independent contractors to assist in or assume full responsibility for the management and operation of the business of the LLC, including persons related to or affiliated with the manager, and in each such instance, to pay them a reasonable compensation;
 - v) To commence or defend litigation with respect to the LLC or any of its assets or liabilities; to compromise, settle, arbitrate, or otherwise adjust claims in favor of or against the LLC and to insure its assets and undertakings and the manager against any and all risks;
 - vi) To make loans and extend credit to the LLC; to borrow money from any member, bank, lending institution, and other lender for any purpose of the LLC,

and in connection therewith, issue notes, debentures, or any other evidence of indebtedness and encumber the assets of the LLC to secure repayment of borrowed sums; and no member, bank, lending institution or other lender to which application is made for a loan by the manager shall be required to inquire as to the purposes for which such loan is sought and as between this LLC and such member, bank, lending institution or other lender, it shall be conclusively presumed that the proceeds of such loan are to be and will be used for the purposes authorized under these Articles and Operating Agreement; and to obtain replacement or refinancing of any indebtedness or security thereof with respect to any property of the LLC, or to repay the same in whole or in part and whether or not a prepayment penalty may be incurred;

- vii) To own, improve, develop, operate, manage the property described in paragraph 3 hereof; to construct, alter, improve, demolish or repair buildings, structures, or other improvements on such real estate; to settle boundary lines and to grant and reserve easements, covenants, rights-of-way and other rights or privileges with respect to such real estate; and to partition and to join with co-owners and others in dealing with such real estate in any way;
 - viii) To make such elections under the tax laws of the United States, the several states and other relevant jurisdictions as to the treatment of items of income, gain, loss, deduction and credit, and as to all other relevant matters, as the manager, in its sole discretion, deem necessary or desirable; and
 - ix) To make investments in government obligations, bank certificates of deposit, short-term debt securities, and short-term commercial paper, pending initial investment or future reinvestment of the funds of the LLC, and to provide a source from which to meet contingencies.
- C) To the extent permitted by the Act, all powers of the manager(s) hereunder may be exercised by it, and any or all of such powers may be assigned or delegated by the manager to any other person or persons, including the other members of the LLC and other persons and entities related to or affiliated with the manager.
- D) The manager(s) or its delegates(s) shall devote such of their time to the business for the LLC as they may, in their sole discretion, deem to be necessary to conduct said business. Any of the members and any manager may engage in or possess an interest in other business ventures of every nature and description. However, such business shall not be in direct competition with this LLC as would violate the fiduciary duty which each member and manager owes to the LLC and to each other. The other members shall no right by virtue of these Articles in and to such independent ventures or to the income or profits derived therefrom.
- E) THE LLC SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND HOLD HARMLESS THE MANAGER, AND FORMER MANAGER(S) FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, PROCEEDINGS, LOSSES, DAMAGE, LIABILITY, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, AND COURT COSTS) ASSERTED AGAINST OR INCURRED OR SUSTAINED BY THEM BY REASON OF ANY ACT PERFORMED BY THEM WHILE MANAGER OR ANY OMISSION ON THEIR PART WHILE MANAGER, TO ACT FOR OR ON

BEHALF OF THE LLC AND IN FURTHERANCE OF ITS INTEREST PROVIDED THAT THE MANAGER(S) ACTED IN GOOD FAITH AND IN A MANNER THE MANAGER(S) REASONABLY BELIEVED TO BE IN, OR NOT OPPOSED TO, THE BEST INTEREST OF THE LLC AND WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD NO REASON TO BELIEVE THEIR CONDUCT WAS UNLAWFUL.

- F) THE MANAGER(S) SHALL NOT BE LIABLE FOR ANY MISTAKES IN JUDGMENT OR FOR ANY INADVERTENT FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, OR FOR ANY LOSS DUE TO SUCH MISTAKE OR FAILURE TO PERFORM, OR DUE TO THE NEGLIGENCE, DISHONESTY, FRAUD OR BAD FAITH OF ANY EMPLOYEE OR OTHER AGENT OF THE LLC
- G) THE MANAGER(S), ON BEHALF OF THE LLC, MAY CONTRACT WITH ANY PERSON RELATED TO OR AFFILIATED WITH THE MANAGER, AND THE MANAGER OF SUCH PERSONS RELATED TO OR AFFILIATED WITH THE LLC, INCLUDING ANY OF THE DIRECTORS, OFFICERS OR EMPLOYEES OF SUCH PERSON, THEIR DESIGNEES AND NOMINEES, SHALL NOT BE LIABLE TO THE LLC OR TO ANY OF THE MEMBERS FOR DAMAGES, LOSSES, LIABILITY OR EXPENSES OF ANY NATURE WHATSOEVER RESULTING FROM MISTAKES IN JUDGMENT OR ANY ACTS OR OMISSIONS, WHETHER OR NOT DISCLOSED, UNLESS CAUSED BY WILLFUL MISCONDUCT.
- H) Notwithstanding anything to the contrary contained herein, the manager shall not perform any act on behalf of the LLC without the approval of those members who own an aggregate of more than 50% of the total percentage interests of all member of the LLC which approval may be made in writing or at a meeting of the LLC in accordance with paragraph 12.3 below; provided that each member, by its execution of these provisions, approves of the execution, delivery and performance of and directs the manager to execute, deliver and perform.
- I) The identification, "A Limited Liability Company" shall appear after the name of the LLC on all correspondence stationary, checks, invoices and any and all documents and papers executed by the LLC.

11. LEGAL TITLE TO PROPERTY

Legal title to all or any portion of the property of the LLC shall be held in the name of "ERA Home Builders LLC" or, to the extent allowed by Florida law, in such other name as the manager, in its sole discretion, shall determine to be in the best interest of the LLC. Without limiting the foregoing grant of authority, to the extent permitted by Florida law, the manager may arrange to have title taken and held in its own name or in the names of trustees, nominees or straw parties for the LLC. It is expressly understood and agreed that the manner of holding title to the property (or any part thereof) of the LLC is solely for the convenience of the LLC, and that all such property shall be treated as property of the LLC, subject to the terms of these Articles and Operating Agreement.

12. RIGHTS AND POWERS OF MEMBERS

- A) With the exception of the manager(s) designated in paragraph 9 and as they shall be so elected from time to time, no member of the LLC shall participate in the management of the business and affairs of the LLC, except as otherwise provided for in these Articles and Operating Agreement.
- B) The manager(s) of the LLC shall have the authority to amend these Articles and Operating Agreement provided that any such amendment shall have received the consent of those members who aggregate percentage interests in the LLC exceed 50% of the total percentage interests of all members of the LLC and the agreement of a majority in number of the managers. A sale, exchange, lease, mortgage, pledge or other transfer of any assets of the LLC shall require consent of members whose aggregate percentage interests in the LLC exceed 75% of the total percentage interests of all members of the LLC.
- C) Meetings of the LLC for any purpose shall be held at the request of the manager. All such meetings shall be held at a place designated by the manager, and notice of such location and of the date and time of the meeting shall be given by the manager to each member at least 14 days prior to the date of the meeting, unless this notice requirement is waived by all members.
- D) The members of the LLC shall have the right and the power to admit additional members upon the unanimous consent of all of the existing members.

13. TRANSFERABILITY AND REDEMPTION OF INTERESTS

- A) Except as otherwise provided in the Articles and this Operating Agreement, none of the members of the LLC shall have the right to transfer or assign any part or all of their interest in the LLC, and any purported transfer or assignment shall be void and of no force or effect, and may be ignored by the LLC and its members. If all members of the LLC other than the member proposing to dispose of his or her interest do not approve of the proposed transfer or assignment by unanimous written consent, the transfer of the members interest shall have no right to participate in the management of the business and affairs of the LLC or to become a member. In that event, the transferee shall only be entitled to receive the share of profits or other compensation by way of income and the return of contributions, to which that member otherwise would be entitled.
- B) In the event of an assignment pursuant to the Article and the Operating Agreement, the LLC shall upon the unanimous written consent of all remaining members, continue with respect to the remaining members; appropriate adjustments shall be made to their capital accounts and percentage interests to reflect the assignment of the interest of the assignor member; and an election may be made by the manager, in its sole discretion, to adjust the basis of assets of the LLC.
- C) Notwithstanding any provisions of the Article or this Operating Agreement, no transfer or assignment of all or any portion of a member's interest in the LLC shall be effective, unless the transferor or assignor delivers to the LLC a written opinion of counsel acceptable to the LLC, to the effect that:

- i) such transfer or assignment, when added to the total of all other transfers and assignments of interest in the LLC within the preceding 12 months, would not result in the LLC being considered to have terminated.
 - ii) Such transfer or assignment would not violate the Federal Securities Act of 1933.
 - iii) Such transfer or assignment would not cause the LLC to lose its status as a partnership for Federal Income Tax purposes, result in the nonexempt "prohibited transaction" as defined under section 4975 of the Federal Tax Code, with respect to the LLC or any of its managers or members or cause the LLC to be subject to registration as an investment company under the Investment Company Act of 1940.
- D) Each transferor or assignor and each transferee or assignee agrees that it will pay all reasonable expenses, including attorneys' fees, incurred by the LLC in connection with a transfer or assignment of all or any portion of such transferors or assignor's interest in the LLC being transferred to such transferee or assignee.
- E) A person who is the transferee or assignee of all or any portion of the interest of a member as permitted hereby but does not become a substituted member and who desired to make a further transfer or assignment of all or any portion of such interest, shall be subject to all of the provisions of the Article of Organization and the Operating Agreement to the same extent and in the same manner as any member desiring to make a transfer or assignment of all or any portion of its interest.

14. DISSOLUTION

- A) The LLC shall be dissolved upon the occurrence of any of the following events:
 - i) When the period fixed for the duration of the LLC shall expire;
 - ii) By the unanimous agreement of all members, which shall be in writing;
 - iii) Upon the death, retirement, resignation, expulsion, bankruptcy, court declaration of incompetence with respect to, or dissolution of, a member or the occurrence of any other event that terminates the continued membership of a member in the LLC, unless within 90 days after such event there are at least 2 remaining members and all of the remaining members elect to continue the business of the LLC by unanimous agreement; or
 - iv) Upon the occurrence of any other event specified by Florida, or Federal Law which dictates the dissolution of the LLC.
- B) As soon as possible following the occurrence of any of the events specified in this paragraph effecting the dissolution of the LLC, the limited liability company shall execute and file, with the Secretary of the State of Florida, Articles of Dissolution in accordance with all applicable Florida Laws.

- C) Upon a dissolution of the LLC, the assets thereof shall be liquidated, and the proceeds therefrom, together with assets distributed in kind to the extent sufficient therefor, shall be applied and distributed in order of priority as follows:
- i) First, to creditors of the LLC, including members who are creditors, in the order of priority provided by law, in satisfaction of liabilities of the LLC other than liabilities for distribution to members;
 - ii) Second, to members of the LLC in respect of their share of the profits and other compensation by way of income on their contributions; and
 - iii) Third, to members of the LLC in respect of their contributions to capital.
- D) The manager of the LLC shall not be personally liable for the return or repayment of all or any portion of the contributions of any member, any such return or repayment shall be made solely from assets of the LLC.

15. BANK ACCOUNTS

The funds of the LLC shall be deposited in such bank account or accounts as the manager(s) shall deem appropriate, in their sole discretion, and the manager shall arrange for the appropriate conduct of such accounts. The name "ERA Home Builders LLC" shall appear on all bank accounts in which funds of the LLC are deposited.

16. MISCELLANEOUS PROVISIONS

- A) Unless otherwise provided in the Articles of Organization or in this Operating Agreement, no member shall be liable to any other member or to the LLC for any good faith act or omission to act in the exercise of his or her judgment under the provisions of these paragraphs.
- B) Nothing herein contained shall be construed to constitute any member hereof the agent of any other member or to limit in any manner the members in the carrying on of their own respective business or activities.
- C) The use of any gender herein shall be deemed to be or include the other gender, and the use of the singular herein shall be deemed to be or include the plural and vice versa, wherever appropriate. The headings herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Operating Agreement, or the intent of any provisions thereof.
- D) These paragraphs set forth all of the covenants, promises, agreements, warranties, and representations among the parties hereto with respect to the LLC, the business of the LLC and the property of the LLC, and where there are no covenants, promises, agreements, warranties or representations, or and written, express or implied, among them other than as set forth herein.
- E) Nothing contained in these paragraphs shall be construed as requiring the commission by any person of any act contrary to applicable law. Wherever there a conflict between provisions of the Articles of Organization or this Operating Agreement

and any statute, law, ordinance or regulation, the latter shall prevail, but in such manner than the provisions of these paragraphs thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any portion of this Operating Agreement or an portion of the Articles of Organization shall be held to be indefinite, invalid or otherwise unenforceable, the entire document shall not fail on account thereof, and the balance of the document shall continue in full force and effect.

- F) The LLC shall indemnify, defend and hold harmless each member or former member of the LLC against expenses actually and reasonable incurred by him in connection with the defense of any action, suit or proceeding, civil or criminal, in which he is made a party by reason of being or having been such member, except in relation to matters as to which he shall be adjudged in the action, suit or proceeding to be liable for gross negligence or willful misconduct.

17. GOVERNING LAW

It is the intention of the parties hereto that the Articles of Organization and this Operating Agreement shall be governed by and construed and enforced in accordance with the law of the State of Florida. Any action between any of the members of the LLC, or by any member or members against the LLC, shall have its venue be in the State of Florida.

18. BURDEN AND BENEFIT

The Articles of Organization and the Operating Agreement are binding upon and shall insure to the benefit of the parties hereto and their respective heirs, guardians, executors, administrators, personal and legal representatives, and successors and to the assigns of the parties hereto to the extent, but only to the extent the same is provided for in accordance with, and permitted by the provisions of the Articles of Organization and this Operating Agreement.

19. NOTICES

Except as otherwise provided in the Articles of Organization and this Operating Agreement, any consent or other communication required or permitted hereunder shall be in writing and shall be addressed the case of the LLC to its principal place of business. In the case of the manager, to its office at the location specified in this agreement, any such communication so addressed shall be deemed to have been given when delivered by hand or on the earlier of actual receipt and 3 business days after being sent by registered or certified mail.

20. ACKNOWLEDGEMENT AND ACCEPTANCE

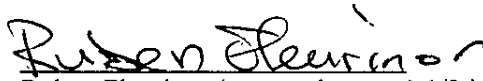
The members hereby acknowledge and accept the terms of the foregoing Operating Agreement for ERA Home Builders LLC including, without limitation, the designation of Ruben Fleurinor to act as manager of the LLC as provided in the Operating Agreement.


Ruben Fleurinor represents, warrants and covenants to and for the benefit of the Company that in the event Ruben Fleurinor shall cease to be a manager of the LLC as provided in the Operating Agreement, or at the direction of the members of the LLC (if such

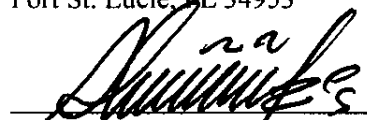
direction shall be approved by those members who own an aggregate of more than 50% of the total percentage interests of all members of the LLC in accordance with the Operating Agreement), Ruben Fleurinor shall promptly convey any properties of the LLC held by or in the name of Ruben Fleurinor as nominee or otherwise for and on behalf of the LLC to any duly elected successor, or other manager of the LLC or as otherwise provided in any such direction of the members.

Notwithstanding anything to the contrary herein or in the Articles of Organization, Ruben Fleurinor hereby disclaims any fiduciary obligation arising at any time as a result of the holding of title to any property of the LLC in his name individually as nominee or otherwise for and on behalf of the LLC. Ruben Fleurinor hereby acknowledge and agrees that he shall perform the obligations and duties of the manager of the LLC in consideration of the payment of a management fee from the LLC in the amount of \$1.

IN WITNES WHEREOF, the parties have executed this Operating Agreement as of the day it is signed by all original Members.


Ruben Fleurinor (a natural person) 1/3 interest
610 SW Bradshaw Circle
Port St. Lucie, FL 34953


Ernst Saintil (a natural person) 1/3 interest
270 SW Ridgecrest Dr.
Port St. Lucie, FL 34953


Andre Luders (a natural person) 1/3 interest
P.O. Box 9891
Oakland Park, FL 33311

FILED
15 JUN - 9 AM 3:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA