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**THE UNITED STATES
CORPORATION
COMPANY**

ACCOUNT NO. : 072100000032

REFERENCE : 923407 7118824

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : August 11, 1998

ORDER TIME : 12:12 PM

ORDER NO. : 923407-020

CUSTOMER NO: 7118824

CUSTOMER: Mr. John Mills - 7118824
U.S. HOME CORPORATION
NORTH FLORIDA DIVISION
2368 Fairskies Drive
Timber Pines
Spring Hill, FL 34606

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-08/11/98--01061--007
****612.50 ****122.50

DOMESTIC FILING

NAME: FAIRWAY VILLAGE OF HERITAGE
SPRINGS, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Brenda Phillips

EXAMINER'S INITIALS:

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 AUG 11 PM 3:14

RECEIVED
98 AUG 11 PM 1:18
DIVISION OF CORPORATIONS

ARTICLES OF INCORPORATION
OF
FAIRWAY VILLAGE OF HERITAGE SPRINGS, INC.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 AUG 11 PM 3:14

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of the State of Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a not-for-profit corporation and do hereby certify:

ARTICLE I
NAME

The name of the corporation is FAIRWAY VILLAGE OF HERITAGE SPRINGS, INC., hereafter called the "Association."

ARTICLE II
ADDRESS

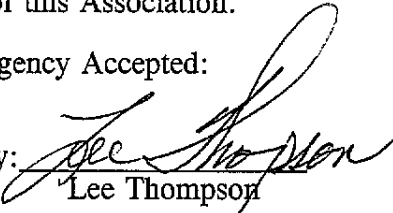
The principal office of the Association is located at 2368 Fairskies Drive, Spring Hill, Florida 34606.

ARTICLE III
REGISTERED AGENT

Lee Thompson, whose address is 2368 Fairskies Drive, Spring Hill, Florida 34606, is hereby appointed the initial registered agent of this Association.

Agency Accepted:

By:


Lee Thompson

ARTICLE IV
PURPOSE OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members. The specific purposes for which the Association is formed are to promote the health, safety, and general welfare of the residents within the property ("Properties") described on Exhibit "A", to that certain Declaration of Covenants, Conditions, and Restrictions for FAIRWAY VILLAGE OF HERITAGE SPRINGS recorded or to be recorded in the Public Records of Pasco County, Florida ("Declaration"), and any additions thereto as may hereafter be brought within the jurisdiction of the Association. The purposes of this Association shall include, without limitation of the foregoing, the maintenance of the Common Area within the Properties, and carrying out, enforcing, and otherwise fulfilling the Association's rights and responsibilities under and pursuant to the Declaration. The recording of a Supplement to the Declaration from time to time pursuant to the terms of the Declaration for the purpose of adding additional land shall automatically, and without need of an amendment to these Articles or approval or consent of the Association or its members, unless otherwise required by the Declaration, bring such additional land within the term "Properties." In furtherance of the foregoing purposes, the Association

shall have all powers granted to it by common law, Florida statutory law, the Bylaws and the Declaration and shall include, without limitation, the following powers and all powers reasonably necessary to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws and the Declaration, including, without limitation the power to:

1. operate, manage, control and regulate all Association property and the Common Area in accordance with the purpose and intent of the Declaration;

2. fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

3. acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

4. contract with a third party for the maintenance and/or management of the Properties and the Common Area, and to delegate to a management agent or contractor all powers and duties of the Association except as are specifically required by the Declaration and/or Bylaws to have the approval of the Board of Directors of the membership of the Association;

5. borrow money, and with the assent of two-thirds (2/3) of each class of Members, mortgage, pledge, deed in trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

6. dedicate, sell or transfer all or any part of the Common Area, including, without limitation, roadways, to any public agency, authority or utility. No such dedication or transfer shall be effective unless an instrument has been signed by a majority of the Board of Directors, agreeing to such dedication, sale or transfer;

7. grant easements as to the Common Area to public and private utility companies, including, without limitation, cable television, and to public bodies or governmental agencies or other entities or persons, with or without cost or charge at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utilities and other services thereto, and to enter into shared facilities agreements and related reciprocal easement agreements as may be deemed desirable to provide for utilities and other facilities, and the maintenance thereof and costs associated therewith with any third parties, including, without limitation, homeowners' associations, community development districts, and other public and private utility companies, agencies, and entities;

8. participate in mergers and consolidations with other non-private corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of Members;

9. annex additional real property in accordance with the provisions of the Declaration, with such annexations when completed in accordance with the provisions of the

Declaration, extending the jurisdiction, function, duties, and memberships of the Association to the real property thereby annexed;

10. from time to time, adopt, alter, amend and rescind reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles;

11. open to the public all or any portion of the Common Area, including, without limitation, the golf course, club house or other courses or club houses;

12. construct and reconstruct improvements upon the Common Area after casualty and to further improve the Common Area;

13. abate nuisances and enjoin or seek damages from Owners for violation of the provisions of these Articles, the Bylaws, the Declaration or any rules and regulations of the Association;

14. pay all taxes and all other assessments which are liens against the Common Area;

15. select depositories for the Association's funds and to determine the manner of receiving, depositing and disbursing those funds in the form check and the person or person by whom the same shall be signed, when not signed by otherwise provided by the Bylaws;

16. purchase insurance of any nature in such amounts or with such companies as the Board of Directors shall deem necessary and appropriate;

17. enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in association with any other associations, corporations or any entity or agency, public or private; and

18. provide any and all supplemental municipal services as may be necessary or proper.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers, which may now or hereafter be allowed or committed by law; and the powers specified in each of the paragraphs of this Article IV are independent powers, not to be restricted by reference to, or inference from the terms of any other paragraphs or provisions of this Article IV.

ARTICLE V BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors in such number and elected in such manner as provided by the Bylaws and the Declaration. The term of office of the Directors shall be established in the Bylaws.

ARTICLE VI OFFICERS

The affairs of the Association shall be administered by the officers designated by the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the members of the Board of Directors.

ARTICLE VII INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorney's fees incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a part of or to which he may become involved in by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VIII DURATION

The Association shall exist perpetually.

ARTICLE IX AMENDMENTS

Amendments of these Articles shall require the assent of seventy-five percent (75%) of the entire membership, provided that the Declarant may amend the Articles, as long as Class B membership exists. No amendment to the Articles that affects the rights of Declarant is effective without the written consent of Declarant.

ARTICLE X INCORPORATOR

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

<u>Name</u>	<u>Address</u>
<i>U. S. Home Corporation</i>	<i>2368 Fairskies Drive Spring Hill, Florida 34606-7256</i>

ARTICLE XI DECLARATION

Where necessary, express reference is hereby made to the terms, provisions, definitions, and rules contained in the Declaration to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not

prohibited by law, that the provisions of these Articles and of the Declaration be interpreted, construed, and applied so as to avoid inconsistencies of conflicting results. In the event of a conflict, the Declaration shall control.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned, constituting the subscriber of this Association, has caused these Articles of Incorporation to be executed this 7th day of August, 1998.

U. S. HOME CORPORATION,
a Delaware corporation

By: [Signature]
ROBERT F. FERTIG
Its: Division President

Address: 2368 Fairskies Drive
Spring Hill, FL 34606-7256

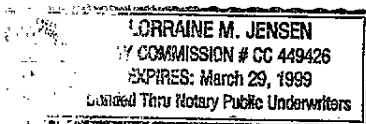
STATE OF FLORIDA

COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 7th day of August, 1998, by ROBERT F. FERTIG, as Division President of U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, on behalf of the corporation. He is personally known to me and did not take an oath.



(NOTARY SEAL)



Lorraine M. Jensen
Signature of Person Taking Acknowledgment

Lorraine M. Jensen
Name of Acknowledger Typed, Printed, or Stamped

Notary Public, State of Florida

CC 449426
Notarial Serial Number

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 AUG 11 PM 3:14