

EXHIBIT D

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE WATERWAYS AT QUIET WATERS COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on October 22, 1996, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H96000014801. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N96000005401.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-second day of October, 1996

Authentication Code: 796A00048580-102296-N96000005401-1/1



CR2EO22 (1-95)

EXHIBIT D

Sandra B. Northam

Sandra B. Northam
Secretary of State

42557960364

**ARTICLES OF INCORPORATION
OF
THE WATERWAYS AT QUIET WATERS COMMUNITY 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" mean these Articles of Incorporation and any and all amendments hereto.
- B. "Board" means the Board of Directors of the Community Association.
- C. "Bylaws" mean the Bylaws of the Community Association and any and all amendments thereto.
- D. "Common Property" means that portion of the real property and all improvements now or hereafter located thereon described in the Protective Covenants as such.
- E. "Community Association" means The Waterways at Quiet Waters Community 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.
- F. "Community Documents" mean 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.
- G. "County" means Broward County, Florida.
- H. "Declarant" means Centex Homes, a Nevada general partnership, its successors, grantees and assigns. A Home or Lot Owner shall not, solely by the purchase of a Home or Lot, be deemed a successor or assign of Declarant or of the rights of Declarant under the Community

0825579PG0365

Prepared by: John L. Farquhar, Esq., FL Bar #0210579
Ruden McClosky, Et al., P. O. Box 1900
Fort Lauderdale, Florida 33301
(954) 764-6660

NAP: 204:7

Documents unless such Home or Lot 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.

I. "Director" means a member of the Board.

J. "Full Members" means the Class A and the Class B Members of the Community Association.

K. "Full Membership Property" means the real property described as such in the Protective Covenants, being a portion of The Waterways at Quiet Waters' real property.

L. "Home" means a residential unit in the Full Membership Property intended as an abode for one family and includes, but is not limited to, a detached single-family home, an attached single-family villa or townhouse, a zero lot line single family home, a residential unit contained in a duplex, garden-type, townhouse, villa, a low-rise, mid-rise, or high-rise building, whether such residential unit is subject to condominium form of ownership, owned in fee simple, cooperative, rental or other forms of ownership or possession.

M. "Home Owner" means the owner or owners of the fee simple title to a Home within the Full Membership Property and includes Declarant and York for so long as they own fee simple title to a Home. A Home Owner shall not mean nor refer to a holder of a mortgage or security deed, its successors and 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.

N. "Legal Fees" mean (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 post-judgment proceedings; and (b) court costs through and including all trial and appellate levels and post-judgment proceedings.

O. "Limited Membership Property" means the real property described as such in the Protective Covenants, being a portion of the Waterway at Quiet Waters real property.

P. "Lot" means a portion of the Full Membership Property upon which a Home is permitted to be constructed.

Q. "Lot Owner" means the owner or owners of the fee simple title to a Lot within the Full Membership Property and includes Declarant and York for so long as they own fee simple title to a Lot. A Lot Owner shall not mean nor refer to a holder of a mortgage or security deed, its successors and assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or by deed in lieu of foreclosure.

Prepared by: John L. Farquhar, Esq., FL Bar #0210579
Ruden McClosky, Et al., P. O. Box 1900
Fort Lauderdale, Florida 33301
(954) 764-6660

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

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

T. "Protective Covenants" means the Declaration of Protective Covenants and Restrictions for The Waterways at Quiet Waters to be recorded amongst the Public Records of the County, and any and all amendments and supplements thereto.

U. "The Waterways at Quiet Waters" 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.

V. "York" means York Venture Co., a Florida joint venture (general partnership), its successors, grantees and assigns. A Home or Lot Owner shall not, solely by the purchase of a Home or Lot, be deemed a successor or assign of York or of the rights of York under the Community Documents unless such Home or Lot Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by York.

ARTICLE II
NAME

The name of this corporation shall be THE WATERWAYS AT QUIET WATERS COMMUNITY ASSOCIATION, INC., 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 West 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:

Prepared by: John L. Farquhar, Esq., FL Bar #0210579
Ruden McClosky, Et al., P. O. Box 1900
Fort Lauderdale, Florida 33301
(954) 764-6660

EX 25579PG0367

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 grant 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 The Waterways at Quiet Waters or any portions thereof including, without limitation, the Common Property in accordance with the Protective Covenants;

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 The Waterways at Quiet Waters 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 system, 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 deal with other corporations on matters of mutual interest;

9. Notwithstanding anything contained herein to the contrary, the Community Association shall be required to obtain the approval of two-thirds (2/3) of all Full Members (at a duly called meeting of the Members at which a quorum is present) prior to the payment of Legal Fees other than for the following purposes:

- (a) the collection of assessments;
- (b) the collection of other charges which Members 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 two-thirds (2/3) of the Full Members); or
- (e) filing a compulsory counterclaim.

ARTICLE V
MEMBERS

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 or Lot from Declarant or York to a Home or Lot Owner is recorded amongst the Public Records of the County ("First Conveyance"), the voting membership of the Community Association shall be comprised solely of the incorporator of these Articles ("Incorporator"). (A conveyance from York to Declarant shall not constitute the First Conveyance.) 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 and York shall be Full Members as to each of the remaining Homes and Lots within the portions of the Property owned by each, until each such Home and Lot is conveyed to another Home or Lot Owner, and thereupon and thereafter each and every Home and Lot Owner, including Declarant and York as to Homes and Lots owned by Declarant or York, as applicable, shall be Full Members and exercise all of the rights and privileges of Full Members.

C. Membership in the Community Association for Home and Lot Owners other than Declarant shall be established by the acquisition of ownership of fee title to a Home or Lot as

Prepared by: John L. Farquhar, Esq., FL Bar #0210579
Ruden McClosky, Et al., P. O. Box 1900
Fort Lauderdale, Florida 33301
(954) 764-6660

OK 25579PG0369

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

D. At such time as a deed of conveyance of the Limited Membership Property from York to a successor in title is recorded amongst the Public Records of the County, whether before or after the First Conveyance, such successor in title shall be the Class C Member, with only those limited membership rights as are set forth herein or elsewhere in the Community Documents.

E. The Community Association shall have two (2) classes of voting membership, and one (1) class of non-voting membership, as follows:

1. "Class A Members" shall be Full Members, consisting of all Home and/or Lot Owners, with the exception of Declarant and York. Class A Members shall be entitled to one (1) vote for each Home or Lot owned.

2. The "Class B Member" shall be a Full Member, being the Declarant and/or York who shall be entitled to three (3) votes for each Lot owned by Declarant and/or York. Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the "Total Developed Homes" in the Full Membership Property (as defined in Paragraph X.C hereof) by Declarant or York to Class A Members, as evidenced by the recording of instruments of conveyance amongst the Public Records of the County; or

(ii) At such time as Declarant shall designate in writing to the Community Association, which designation to be effective shall require the written consent of York for so long as York owns any portion of the Property.

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

3. The "Class C Member" shall be the owner of the Limited Membership Property, as a non-voting limited Member. Class C membership shall be limited to the rights and obligations as set forth in the Protective Covenants or elsewhere in the Community Documents.

F. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Homes and Lots, and, nothing herein shall be deemed to

EX-25579PG0370

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.

G. No Member may assign, hypothecate or transfer in any manner his, her or its membership in the Community Association except as an appurtenance to his, her or its Home or Lot, or to the Limited Membership Property, as applicable.

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

I. Any Class C Member who conveys or loses title to the Limited Membership Property by sale, gift, devise, bequest, judicial decree or otherwise shall immediately upon such conveyance or loss of title, no longer be the Class C Member and shall lose all rights and privileges of a Member resulting from ownership of the Limited Membership Property.

J. There shall be only one (1) vote for each Home and for each Lot (prior to the construction of Home(s) thereon), except for Class B Members as set forth herein. If there is more than one Member with respect to a Home or Lot as a result of the fee interest in such Home or Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Home or Lot Owners of a Home or Lot 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 or Lot Owners of the Home or Lot, 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 or Lot 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 and/or Lot 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 vote for such Home or Lot 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 or Lot shall not be considered.

0825579PG03711

Prepared by: John L. Farquhar, Esq., FL Bar #0210579
Ruden McClosky, Et al., P. O. Box 1900
Fort Lauderdale, Florida 33301
(954) 764-6660

3. Where neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the vote for such Home or Lot, 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 or Lot shall not be considered.

K. A quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Full 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 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 of the 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;

Prepared by: John L. Farquhar, Esq., FL Bar #0210579
Ruden McClosky, Et al., P. O. Box 1900
Fort Lauderdale, Florida 33301
(954) 764-6660

EX 25579PG0372

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	Tom Laboda
Vice President	Bill Brazill
Secretary	Leona Hammond
Treasurer	Leona Hammond

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 Full Members and the number of Directors which shall comprise the Board subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be determined by the Board from time to time prior to each meeting at which Directors are to be elected; provided, however, the number of Directors shall always be an odd number, and shall not be less than seven (7). Except for Declarant-appointed Directors, Directors must be Class A Members or the parents, children or spouse of Class A Members. There shall be only 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 West Commercial Boulevard, Suite 100 Fort Lauderdale, Florida 33309
Bill Brazill	3323 West Commercial Boulevard, Suite 100 Fort Lauderdale, Florida 33309

Prepared by: John L. Farquhar, Esq., FL Bar #0210579
Ruden McClosky, Et al., P. O. Box 1900
Fort Lauderdale, Florida 33301
(954) 764-6660

EX 25579PG0373

Leona Hammond 3323 West Commercial Boulevard, Suite 100
Fort Lauderdale, Florida 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 The Waterways at Quiet Waters, when ultimately developed, will contain single-family detached and attached Homes totaling approximately seven hundred seventy-five (775) Homes in the Full Membership Property. For purposes hereof, the term "Total Developed Homes" shall mean the total number of attached and detached homes intended to be developed in the Full Membership Property.

D. Upon the Turnover Date, the Full 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 member(s) of the Board are 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 the Purchaser Members, for any reason deemed to be in the best interests of the Purchaser Members. A meeting of the Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Purchaser Members.

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

2557960374

Prepared by: John L. Farquhar, Esq., FL Bar #0210579
Ruden McClosky, Et al., P. O. Box 1900
Fort Lauderdale, Florida 33301
(954) 764-6660

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 the sum of all Homes and Lots held by Declarant and York no longer equal at least five percent (5%) of the Total Developed Homes and all Homes or Lots to be sold by Declarant or York have been conveyed as evidenced by the recording of instruments of conveyance of such Homes or Lots 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 (which actions to be valid shall require the written consent of York for so long as York owns any portion of the Property).

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 or her 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 Purchaser 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

EX25579PG0375

of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Community Association or Members had, now have or will have or which any personal representative, successor, heir or assign of the Community Association or 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 him or her in connection with any proceeding, 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 First Conveyance, these Articles may be amended 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 First Conveyance, 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

5X25579PG0376

Prepared by: John L. Farquhar, Esq., FL Bar #0210579
Ruden McClosky, Et al., P. O. Box 1900
Fort Lauderdale, Florida 33301
(954) 764-6660

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 the Full Members 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 Full Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of 2/3 (two-thirds) of the Full Members.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by a majority of the Full Members and a majority of the 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, so long as Declarant holds at least one (1) Home or Lot for sale in the ordinary course of business, 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; (ii) any "Institutional Mortgagee" (as such term is defined in the Protective Covenants) without the prior written consent of such Institutional Mortgagee; (iii) the Class C Member, without the prior written consent thereto by the Class C Member; or (iv) York, without the prior written consent thereto by York.

G. Any instrument amending these Articles shall identify 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 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") if The Waterways at Quiet Waters is an approved project by FHA and/or VA: annexation of additional properties except as specifically provided in the Protective

EX25579PG0377

Prepared by: John L. Farquhar, Esq., FL Bar #0210579
Ruden McClosky, Et al., P. O. Box 1900
Fort Lauderdale, Florida 33301
(954) 764-6660

Covenants, mergers 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 West Commercial Boulevard, Suite 100, Fort Lauderdale, Florida 33309, and the initial registered agent for the Community Association at that address shall be Henry Magnuson.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed its signature, this 21st day of October, 1996.

[Signature]
HENRY MAGNUSON

The undersigned hereby accepts the designation of Registered Agent of The Waterways at Quiet Waters Community Association, Inc. as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he or she is familiar with, and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

[Signature]
HENRY MAGNUSON
Dated: 10/21/96

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of October, 1996 by, HENRY MAGNUSON, the person described as the Incorporator of these Articles who executed the foregoing Articles of Incorporation, who is personally known to me and ~~who has produced~~ ~~as identification.~~

[Signature]
Notary Public

Printed, Typed or Stamped Notary Name

Commission Number

My Commission Expires:

Prepared by: John L. Farquhar, Esq., FL Bar #0210579
Ruden McClosky, Et al., P. O. Box 1900
Fort Lauderdale, Florida 33301
(954) 764-6660



John Lorenzo Farquhar
NOTARY COMMISSION # 00364833 EXPIRES
July 5, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

0025579PG0378