State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TOWNGATE AT PEMBROKE PINES MASTER ASSOCIATION, INC., a Florida corporation, filed on December 30, 1993, as shown by the records of this office.

The document number of this corporation is N93000005807.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirtieth day of December, 1993

Jim Smith
Secretary of State

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
FOR
TOWNGATE AT PEMBROKE PINES MASTER ASSOCIATION, INC.

The undersigned incorporators, by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopt the following Articles of Incorporation:

ARTICLE 1
NAME

The name of the corporation shall be TOWNGATE AT PEMBROKE PINES MASTER ASSOCIATION, INC.("Master Association"), whose principal place of business and mailing address is 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450. These Articles of Incorporation shall hereinafter be referred to as the "Articles" and the By-Laws of the Master Association as the "By-Laws."

ARTICLE 2
PURPOSE

The purpose for which the Master Association is organized is to provide an entity for operating, administering, managing, and maintaining a planned, residential community known as "TownGate at Pembroke Pines" (hereinafter called the "Project"), in accordance with the "Declaration" (defined in Article 3 below).

ARTICLE 3
DEFINITIONS

The terms used in these Articles shall each have the same definition and meaning as those set forth in that certain Declaration of Covenants, Restrictions and Easements for TownGate at Pembroke Pines ("Declaration") to be recorded in the Public Records of Broward County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

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ARTICLE 4
POWERS

The powers of the Master Association shall include and be governed by the following:

4.1 General. The Master Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of the State of Florida that are not in conflict with the provisions of these Articles, the Declaration or the By-Laws.

4.2 Enumeration. The Master Association shall have all of the powers reasonably necessary to operate the Project pursuant to the Declaration and as more particularly described in the By-Laws and these Articles, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against Members, as Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

(c) To maintain, repair, replace, reconstruct, add to and operate the Project, and other property acquired or leased by the Master Association.

(d) To purchase insurance covering all of the Common Properties, or portions thereof, and insurance for the protection of the Master Association, its Officers, Directors and Owners.

(e) To make and amend reasonable Rules for the maintenance, conservation and use of the Project and for the health, comfort, safety and welfare of the Owners.

(f) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the Rules concerning the use of the Project, subject, however, to the limitation regarding assessing Dwelling Units owned by Declarant for fees and expenses relating in any way to claims or potential claims against Declarant as set forth in the Declaration and/or By-Laws.

(g) To contract for the management, operation, administration and maintenance of the Project and to authorize a management agent (who may be an Affiliate of Declarant) to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of Rules, maintenance, repair and replacement of the Common Properties with funds as shall be made available by the Master Association for such purposes. The Master Association and its officers and Directors shall, however, retain at all times the powers and duties granted by the Declaration, including, but not

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limited to, the making of Assessments, promulgation of Rules and execution of contracts on behalf of the Master Association.

(h) To contract with a cable operator licensed by the City or County to provide cable television service on a bulk rate basis to Owners.

(i) To install, operate, manage and maintain a food and beverage service operation, including the right to contract for such services with an independent contractor (who may be an Affiliate of Declarant).

(j) To employ personnel to perform the services required for the proper operation of the Project.

4.3 Master Association Property. All funds and the titles to all properties acquired by the Master Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4.4 Distribution of Income; Dissolution. The Master Association shall make no distribution of income to its Members, Directors or Officers, and upon dissolution, all assets of the Master Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Declaration.

4.5 Limitation. The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the By-Laws.

ARTICLE 5
MEMBERS

5.1 Membership. The members of the Master Association ("Members") shall consist of the Dwelling Unit Owners of the Project from time to time, including Declarant, as further described in the Declaration.

5.2 Assignment. The share of a Member in the funds and assets of the Master Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Dwelling Unit for which that share is held.

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10.1 Indemnity. The Master Association shall indemnify, defend and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer, or agent of the Master Association, against reasonable expenses (including reasonable attorneys' fees and costs at all tribunal levels), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Master Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Master Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Master Association shall have no duty to indemnify any party described herein, for any settlement entered, unless the party has received Master Association approval for the settlement entered.

10.2 Expenses. To the extent that a Director, Officer, employee or agent of the Master Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including reasonable attorneys' fees and costs at all trial and appellate levels) actually and reasonably incurred by him in connection therewith.

10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Master Association in advance of the final disposition of such action, suit or proceeding provided that the affected Director, Officer, employee or agent agrees to repay such amount advanced by the Master Association, should it be ultimately determined that he is not

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5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Dwelling Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws; provided, however, Declarant shall also have additional votes in accordance with its Class B membership, as provided in the Declaration. Any person or entity owning more than one Dwelling Unit shall be entitled to one vote for each Dwelling Unit owned.

5.4 Meetings. The By-Laws shall provide for an annual meeting of Members and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE 6
TERM OF EXISTENCE

The Master Association shall have perpetual existence.

ARTICLE 7
INCORPORATORS

The names and addresses of the incorporators of the Master Association are as follows:

NAME	ADDRESS
T.R. Beer	4400 West Sample Road Suite 200 Coconut Creek, FL 33073-3450
Frank Langlois	4400 West Sample Road Suite 200 Coconut Creek, FL 33073-3450
Frank Rodgers	4400 West Sample Road Suite 200 Coconut Creek, FL 33073-3450

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ARTICLE 8
OFFICERS

Subject to the direction of the "Board," described in Article 9 below, the affairs of the Master Association shall be administered by the Officers holding the offices designated in the By-Laws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Master Association and shall serve at the pleasure of the Board.

The By-Laws may provide for the removal from office of Officers, for filling vacancies and for the duties of the Officers. The names of the Officers who shall serve until their successors are designated by the Board are as follows:

President	T.R. Beer
Vice President	Frank Langlois
Secretary/Treasurer	Frank Rodgers

ARTICLE 9
DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Master Association shall be managed by a Board of Directors (hereinafter referred to as the "Board of Directors" or "Board") consisting of the number of Directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) Directors.

9.2 Duties and Powers. All of the duties and powers of the Master Association existing under the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required as provided in the Declaration.

9.3 Election; Removal. Directors of the Master Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.

9.4 First Directors. The names of the members of the first Board who shall hold office until their successors are elected and have qualified, as provided in the By-Laws are as follows:

T.R. Beer

Frank Langlois

Frank Rodgers

ARTICLE 10
INDEMNIFICATION

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entitled to be indemnified by the Master Association as authorized in this Article 10.

10.4 Miscellaneous. The indemnification provided by this Article 10 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent of the Master Association and shall inure to the benefit of the heirs and personal representatives of such person.

10.5 Insurance. The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Master Association, or is or was serving, at the request of the Master Association, as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and insured by him in any such capacity, or arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability under the provisions of this Article 10.

10.6 Amendment. Notwithstanding anything to the contrary stated herein, the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11
BY-LAWS

The first By-Laws of the Master Association shall be adopted by the Board and may be altered, amended, or rescinded in the manner provided for in the By-Laws and the Declaration. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

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ARTICLE 12
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Members of the Master Association. Directors and Members not present in person or by proxy at the meeting considering the proposed amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:

(a) at any time, by not less than a majority of the votes of all of the Members of the Master Association represented at a meeting at which a quorum thereof has been attained and by at least 60% of the entire Board; or

(b) after control of the Master Association is turned over to Unit Owners other than Declarant, by not less than 80% of the votes of all of the Members of the Master Association represented at a meeting at which a quorum has been attained; or

(c) after control of the Master Association is turned over to Unit Owners other than Declarant, by not less than 100% of the entire Board; or

(d) before control of the Master Association is turned over to Unit Owners other than Declarant, by not less than 60% of the entire Board.

12.3 Limitation. No amendment shall make changes (i) in the qualifications for membership, (ii) in the voting rights or property rights of Members, or (iii) in any manner to Sections 4.3, 4.4 or 4.5 hereof, without the approval in writing of all Members and the joinder of all Institutional Mortgagees. No amendment shall be made that is in conflict with the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to Declarant, or any of its Affiliates, unless Declarant shall give its prior written consent to the amendment or join in the execution of the amendment. This Section 12.3 may not be amended without the consent of Declarant.

12.4 Declarant. Declarant may amend these Articles (consistent with the provisions of the Declaration allowing certain amendments to be effected by Declarant alone) without any consent of Members.

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12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law.

ARTICLE 13
PRINCIPAL ADDRESS OF ASSOCIATION

The principal office of this corporation shall be at Township Plaza, 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450, or such other place as may subsequently be designated by the Board.

ARTICLE 14
CONVEYANCE

The Master Association shall accept any and all deeds and other instruments conveying real or personal property delivered to the Master Association by Declarant as provided in the Declaration.

ARTICLE 15
REGISTERED AGENT

The initial registered agent of the Master Association shall be Minto TownGate Limited Partnership, Attn: Michael Greenberg, 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450.

IN WITNESS WHEREOF, the incorporators have affixed their signatures as of this 28 day of December, 1993.

T.R. Beer

Frank Langlois

Frank Rodgers

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 28 day of December, 1993 by T. R. Beer, who is personally known to me or who has produced _____ as identification and who did take an oath.

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Sharon Rosenblum
Notary Public
State of Florida at Large
Print Name SHARON ROSENBLUM

My Commission Expires: 10/5/94

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 28 day of December, 1993 by Frank Langlois, who is personally known to me or who has produced _____ as identification and who did take an oath.

Sharon Rosenblum
Notary Public
State of Florida at Large
Print Name SHARON ROSENBLUM

My Commission Expires: 10/5/94

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 28 day of December, 1993 by Frank Rodgers, who is personally known to me or who has produced _____ as identification and who did take an oath.

Sharon Rosenblum
Notary Public
State of Florida at Large
Print Name SHARON ROSENBLUM

My Commission Expires: 10/5/94

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