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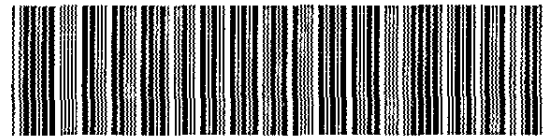
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NAME: AMERICAN OPPORTUNITY FOR HOUSING- RIVERMILL, LLC

TYPE OF FILING: ARTICLES OF ORGANIZATION

COST: \$125.00

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ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE



**ARTICLES OF ORGANIZATION
OF
AMERICAN OPPORTUNITY FOR HOUSING - RIVERMILL, LLC**

The undersigned, acting as the sole organizer of a limited liability company pursuant to the Florida Limited Liability Company Act (the "Act"), does hereby adopt the following Articles of Organization for AMERICAN OPPORTUNITY FOR HOUSING - RIVERMILL, LLC (the "Company"):

ARTICLE ONE

The name of the Company is AMERICAN OPPORTUNITY FOR HOUSING - RIVERMILL, LLC.

ARTICLE TWO

The address of the principal office is 2161 NW Military Hwy., Suite 111, San Antonio, Texas 78213. The mailing address is the same.

ARTICLE THREE

The name and the Florida address of registered agent are:

Blumberg Excelsior Corporate Services, Inc.
4435 Old Winter Garden Road
Orlando, Florida 32811

ARTICLE FOUR

The period of duration of the Company is perpetual.

ARTICLE FIVE

A. The purposes for which the Company is organized shall include the following:

1. Provide decent housing that is affordable to low-income and moderate-income people in the State of Florida through the carrying-on of a business consultation, development, leasing, management, sales and ownership of affordable housing;
2. To deal with municipalities, builders, brokers, individuals, partnerships, corporations, and others in the State of Florida to make affordable housing available, and to hold, convey, develop, mortgage and sell said housing.
3. To operate exclusively as a community housing development organization and to provide safe, decent, and affordable housing to low-income and very low-income Floridians.

B. The Company is prohibited against inurement of private gain and is prohibited to operate in such a way as to accrue distributable profits otherwise to violate the limitations set forth in Title XIV, Chapter 196 of the Florida Statutes.

ARTICLE SIX

Management of the Company shall be vested in the manager(s).

The Regulations of the Company will be adopted by the manager(s). The power to alter, amend, or appeal the Regulations, or adopt new Regulations, is vested in the managers.

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The Company is to be managed by one or more managers. Such managers shall serve until their successors are appointed according to the Regulations of the Company. The number of initial managers, who shall serve as manager until the first annual meeting of the members of the Company or until his successor is duly elected, shall be one. The name and address of such initial manager shall be as follows:

American Opportunity For Housing, Inc.
2161 NW Military Hwy., Ste. 111
San Antonio, Texas 78213

ARTICLE SEVEN

Any action required by the Act to be taken at any annual or special meeting of members, or any action that may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interests entitled to vote on the action were present and voted. Prompt notice of the taking of any action by the members without a meeting by less than unanimous written consent shall be given to those members who did not consent in writing to the action.

ARTICLE EIGHT

No member shall have a preemptive right to acquire any membership interests or securities of any class that may at any time be issued, sold or offered for sale by the Company.

ARTICLE NINE

The right of members to cumulative voting in the election of managers is expressly prohibited.

ARTICLE TEN

A manager of the Company shall not be liable to the Company or its members for monetary damages for an act or omission in the manager's capacity as a manager, except that this Article Nine shall not eliminate or limit the liability of a manager to the extent the manager is found liable for (i) a breach of the manager's duty of loyalty to the Company or its members; (ii) an act or omission not in good faith that constitutes a breach of duty of the manager to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's office; or (iv) an act or omission for which the liability of the manager is expressly provided in an applicable statute. Any repeal or amendment of this Article Nine by the members of the Company shall be prospective only and shall not adversely affect any limitation on the liability of a manager of the Company existing at the time of such repeal or amendment. In addition to the circumstances in which the manager of the Company is not liable as set forth in the preceding sentences, the manager shall not be liable to the fullest extent permitted by any provision of the statutes of Florida hereafter enacted that further limits the liability of a manager or of a director of a corporation.

ARTICLE ELEVEN

The Company shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (i) is or was a manager or officer of the Company or (ii) while a manager or officer of the Company, is or was serving at the request of the Company as a director, manager, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit

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plan, or other enterprise, to the fullest extent that a limited liability company may grant indemnification to a manager under the Act, as the same exists or may hereafter be amended. Such right shall be a contract right and as such shall run to the benefit of any manager or officer who is elected and accepts the position of manager or officer of the Company or elects to continue to serve as a manager or officer of the Company which this Article Ten is in effect. Any repeal or amendment of this Article Ten shall be prospective only and shall not limit the rights of any such manager or officer or the obligations of the Company with respect to any claim arising from or related to the services of such manager or officer in any of the foregoing capacities prior to any such repeal or amendment of this Article Ten. Such right shall include the right to be paid or reimbursed by the Company for expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Company within 90 days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Act, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its managers or any committee thereof, special legal counsel, or members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Company (including its managers or any committee thereof, special legal counsel, or members) that such indemnification or advancement is not permissible, shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, regulation, resolution of members or managers, agreement, or otherwise.

The Company may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law.

To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article Ten shall extend to proceedings involving the negligence of such person.

As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitral, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

ARTICLE THIRTEEN

The name and address of the sole organizer of the Company are as follows:

Jonathan S. Starr
Loeffler Jonas & Tuggey LLP
755 E. Mulberry Ave., Ste. 200
San Antonio, Texas 78212

ARTICLE FOURTEEN

To the full extent permitted by Florida law, the sole member of the Company shall not be liable to the Company for monetary damages for an act or omission in such sole member's capacity as a member of the Company, except that this Article does not eliminate or limit the liability of the sole member to the extent that the sole member is found liable for (i) a breach of the sole member's duty of loyalty to the Company; (ii) an act or omission not in good faith that constitutes a breach of duty of the sole member to the Company or an act or

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omission that involves intentional misconduct or a knowing violation of the law; or (iii) an act or omission for which the liability of the sole member's expressly provided by an applicable statute."

ARTICLE FIFTEEN

Upon discontinuance of the Company, by dissolution or otherwise, all of the assets of the Company shall be transferred to its sole member, so long as it as sole member remains exempt pursuant to Sec. 501(c)(3) of the Internal Revenue Code of 1986, as amended, or if by reason of this provision, the sole member is not eligible to receive such assets, then such assets shall be transferred to the United States of America, the State of Florida, or any eligible organization. For purposes of this provision, an "eligible organization" shall be any organization determined to be exempt from taxation pursuant to the provisions of Sec. 501(c)(3) of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, these Articles of Organization have been executed on the 4 day of April, 2003 by the undersigned.

ORGANIZER:

Jonathan S. Starr
JONATHAN S. STARR

Having been named as registered agent and to accept service of process for the above state 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 of my position as registered agent as provided for in Chapter 608. F.S.

[Signature]
Registered Agent
Patrick Johnston
Assistant Secretary

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