

LO5000104319

(Requestor's Name)

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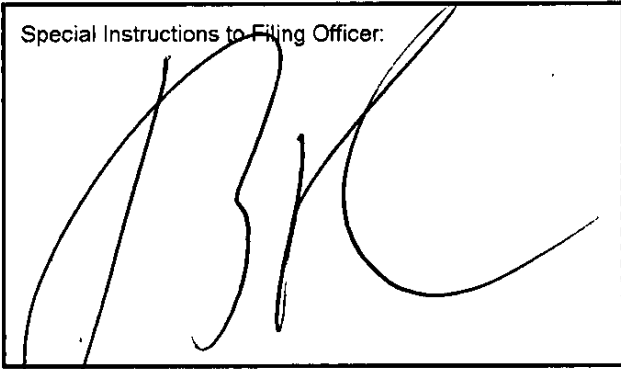
PICK-UP     WAIT     MAIL

(Business Entity Name)

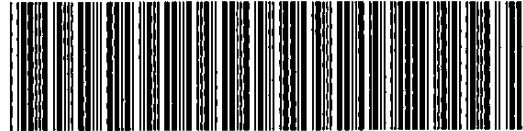
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**FILED**  
07 JUN - 1 PM 3: 44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**RECEIVED**  
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DEPARTMENT OF STATE  
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TALLAHASSEE, FLORIDA  
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CORPDIRECT AGENTS, INC. (formerly CCRS)  
515 EAST PARK AVENUE  
TALLAHASSEE, FL 32301  
222-1173

FILING COVER SHEET  
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07 JUN - 1 PM 3:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CONTACT: TRACY SPEAR

DATE: 06/01/07

REF. #: 000174.69178

CORP. NAME: WATERFORD TUSCANY COMMONS D, LLC

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION   | <input checked="" type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT               | <input type="checkbox"/> TRADEMARK/SERVICE MARK           | <input type="checkbox"/> FICTITIOUS NAME         |
| <input type="checkbox"/> FOREIGN QUALIFICATION       | <input type="checkbox"/> LIMITED PARTNERSHIP              | <input type="checkbox"/> LIMITED LIABILITY       |
| <input type="checkbox"/> REINSTATEMENT               | <input type="checkbox"/> MERGER                           | <input type="checkbox"/> WITHDRAWAL              |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION |   |  |
| <input type="checkbox"/> OTHER:                      |   |  |

STATE FEES PREPAID WITH CHECK# 521521 FOR \$ 55.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

\_\_\_\_\_ COST LIMIT: \$ \_\_\_\_\_

PLEASE RETURN:

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS     |   |   |

Examiner's Initials

AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION

WATERFORD TUSCANY COMMONS D, LLC,  
a Florida limited liability company  
(Filed in accordance with 608.411, F.S.)

**FILED**  
07 JUN - 1 PH 3:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, certifies that:

1. He is the sole Manager of WATERFORD TUSCANY COMMONS D, LLC, a Florida limited liability company, whose Articles of Organization were filed with the Secretary of State, State of Florida, on October 24, 2005.
2. The following Amended and Restated Articles of Organization were unanimously adopted and approved by the sole Member and Manager of the Company, by written consent in lieu of a special meeting, dated May 18, 2007. The Member and Manager cast the sole vote for approval.
3. The Articles of Organization are hereby amended in their entirety to read as follows:

ARTICLE I  
NAME

The business and affairs of the Limited Liability Company shall be conducted under the name of:

WATERFORD TUSCANY COMMONS D, LLC

ARTICLE II  
PRINCIPAL OFFICE

The street address and the mailing address of the principal place of business of the Limited Liability Company within the State of Florida shall be:

333 South Tamiami Trail  
Suite 101  
Venice, Florida 34285

ARTICLE III  
INITIAL REGISTERED AGENT/OFFICE

The registered office of the Limited Liability Company and its initial registered agent shall be:

Michael W. Miller  
333 South Tamiami Trail  
Suite 101  
Venice, Florida 34285

ARTICLE IV  
PURPOSE

The Company's business and purpose shall consist solely of the following:

- (i) To engage solely in the ownership, operation and management of Unit D of the real estate project known as Tuscany Commons, located in Venice, Florida (the "Property"), pursuant to and in accordance with the Articles of Organization of the Company and the Regulations of the Company; and
- (ii) to engage in such other lawful activities permitted to limited liability companies by the applicable laws and statutes for such entities of the State of Florida as are incidental, necessary or appropriate to the foregoing.

ARTICLE V  
MANAGEMENT AND POWERS; LIMITATIONS

A. Management and Powers. The business and affairs of the Limited Liability Company shall be managed by one or more managers elected as provided in the Regulations of the Limited Liability Company, as amended.

B. Limitations. Notwithstanding any other provision of the Articles of Organization of the Company or the Regulations of the Company and any provision of law that otherwise so empowers the Company, the Company shall not, and the members and managers of the Company shall have no authority to, without the unanimous consent of its members, do any of the following:

- (i) engage in any business or activity other than those set forth in Article IV;
- (ii) do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided herein;
- (iii) borrow money or incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than normal trade accounts and lease obligations incurred in the ordinary course of business, or grant consensual liens on the Company's property; except, however, the manager or managing member, as applicable, is hereby authorized to secure financing (the "Loan") for the Company from PNC Bank, National Association in such amount and on such terms as such manager or managing member may elect, and to grant a mortgage, deed of trust, lien or liens on the Company's property to secure such Loan, as well as incur other indebtedness to the extent expressly authorized pursuant to the documents further evidencing the Loan;
- (iv) dissolve or liquidate, in whole or in part;
- (v) consolidate or merge with or into any other entity;

- (vi) institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution or bankruptcy or insolvency proceedings against it, or file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of property of the Company, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take company action in furtherance of any such action; or
- (vii) amend the Articles of Organization or the Regulations of the Company.

In addition to the foregoing, the Company shall not, and the members and managers shall have no authority to, without the written consent of the holder of the promissory note evidencing the Loan so long as it is outstanding, take any action set forth in items (i) through (v) or item (vii) above.

#### ARTICLE VI TITLE TO COMPANY PROPERTY

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no member or manager shall have any ownership interest in any company property in its individual name or right and, each membership or other ownership interest in the Company shall be personal property for all purposes.

#### ARTICLE VII SEPARATENESS PROVISIONS

The Company shall:

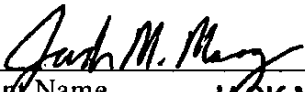
- (a) maintain books and records separate from any other person or entity;
- (b) maintain its accounts separate from those of any other person or entity;
- (c) not commingle its assets or funds with those of any other person or entity;
- (d) conduct its own business in its own name;
- (e) maintain separate financial statements from any other person or entity;
- (f) pay its own liabilities out of its own funds;
- (g) hold regular manager and member meetings as appropriate, to conduct the business of the Company, and do all things necessary to preserve its existence and observe all company formalities and other formalities required by the Articles of Organization of the company or the Regulations of the Company and cause to be done and will do all things necessary to preserve its existence as a limited liability company;

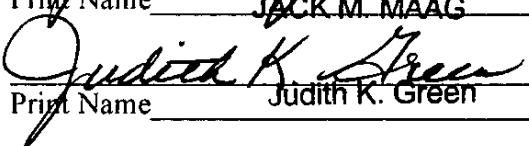
- (h) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;
- (i) not guarantee or become obligated for, or pay, the debts of any other entity or hold out its credit as being available to satisfy the obligations of others;
- (j) not acquire obligations or securities of any of its members or any affiliate;
- (k) allocate fairly and reasonably any overhead for shared office space;
- (l) use separate stationery, invoices and checks from any other person or entity;
- (m) not pledge its assets for the benefit of any other entity (except as specifically permitted by the terms of the mortgage securing the Loan) or make any loans or advances to any other entity;
- (n) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (o) correct any known misunderstanding regarding its separate identity;
- (p) maintain adequate capital in light of its contemplated business operations;
- (q) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (r) be solvent and pay its debts from its assets as the same shall become due;
- (s) not acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (t) file its own tax returns;
- (u) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Company, shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of hold of the note evidencing the Loan to enforce any rights of such holder against any guarantor or indemnitor of the Loan or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise;
- (v) not enter into any contract or agreement with any general partner, principal, member, manager or affiliate of the Company, or any affiliate of any such general partner, principal, manager or member, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than an affiliate.

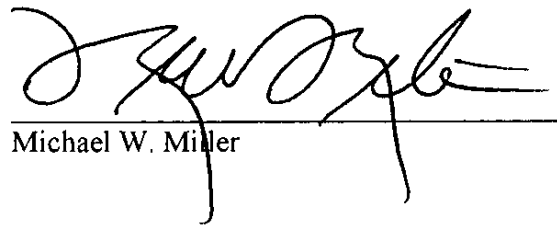
ARTICLE VIII  
EFFECT OF BANKRUPTCY, DEATH OR  
INCOMPETENCY OF A MEMBER

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company Interest shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member. [The foregoing shall apply to the extent permitted by applicable law.]

IN WITNESS WHEREOF, these Amended and Restated Articles of Organization have been executed as of the 20th day of May, 2007.

  
\_\_\_\_\_  
Print Name JACK M. MAAG

  
\_\_\_\_\_  
Print Name Judith K. Green

  
\_\_\_\_\_  
Michael W. Miller

"MANAGER"

CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 608.415 of the Florida Statutes, the undersigned Limited Liability Company submits the following statement to designate a registered office and registered agent in the State of Florida.

1. The name of the Limited Liability Company is:  
  
WATERFORD TUSCANY COMMONS D, LLC
  
2. The name and the Florida street address of the registered agent are:  
  
Michael W. Miller  
333 South Tamiami Trail  
Suite 101  
Venice, Florida 34285

Having been named 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 relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Date: 5/22/07

  
Michael W. Miller

"REGISTERED AGENT"