



THE UNITED STATES
CORPORATION
COMPANY

L000000001285

ACCOUNT NO. : 072100000032

REFERENCE : 575274 4354379

AUTHORIZATION :

Patricia Kizit

COST LIMIT : \$ 125

ORDER DATE : February 3, 2000

ORDER TIME : 1:48 PM

7000003123017--3

ORDER NO. : 575274-005

CUSTOMER NO: 4354379

CUSTOMER: Carolyn Snider, Legal Asst
FOLEY & LARDNER
FOLEY & LARDNER
The Greenleaf Building
200 Laura Street
Jacksonville, FL 32202-3527

DOMESTIC FILING

NAME: INTEGROUP GAINESVILLE 1, LLC

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Christine Lillich

EXAMINER'S INITIALS:

VB
2300

00 FEB -3 PM 3:46 RECEIVED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - NAME:

The name of the limited liability company is: INTEGROUP GAINESVILLE 1, LLC (the "Company").

ARTICLE II - ADDRESS:

The mailing address and street address of the principal office of the Company are: 7077 Bonneval Road, Suite 600, Jacksonville, Florida 32216.

ARTICLE III - PURPOSES:

Section 3.1 Purposes. The Company's business and purpose shall consist solely of the following:

(a) to acquire a general partnership interest in and act as the general partner of Melrose Apartments of Gainesville, Ltd., a Florida limited partnership (the "Partnership"), which is engaged solely in the ownership, operation and management of Phase I of a multifamily residential real estate project known as Melrose Apartments of Gainesville located in Gainesville, Florida (the "Property"), pursuant to and in accordance with these Articles of Organization and the Partnership's Limited Partnership Agreement; and

(b) to engage in such other lawful activities permitted to limited liability companies by the Limited Liability Company Act of the State of Florida as are incidental, necessary or appropriate to the foregoing.

ARTICLE IV - INDEPENDENT MANAGER:

Section 4.1 Independent Manager.

(a) At all times at which the Company shall take, or shall be required to take, any action and until such time as all obligations secured by a mortgage loan from Amresco Capital Corporation, in the original principal amount of \$12,250,000 (the "Loan"), as evidenced by an Amended, Restated and Consolidated Renewal Note (the "Note") dated May 15, 1995, and secured by the Mortgage (as defined by the Note) and other Loan Documents (as defined by the Note), shall have been paid in full, there shall be an Independent Manager, with the authority set forth in these Articles and the Operating Agreement for the Company, appointed by the members of the Company and shall be approved by the holder of the Note. An "Independent Manager" shall be an individual who, except in his or her capacity as an Independent Manager of the Company is not, and has not been during the two years immediately before such individual's appointment as an Independent Manager, (i) a member, a stockholder, director, officer or employee of the Company, the Partnership or their Affiliates;

(ii) affiliated with a significant customer or supplier of the Company, the Partnership or their Affiliates; or (iii) a spouse, parent, sibling or child of any person described by (i) or (ii) above.

As used herein, the term "Affiliate" shall mean any person or entity other than the Company (i) which owns beneficially, directly or indirectly, any interest in the Company or any partnership interest in the Partnership, or (ii) which controls or is under common control with the Company or the Partnership. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.

(b) With the consent of the initial member of the Company, which consent the initial member believes to be in the best interest of the initial member and the Company, no Independent Manager shall, with regard to any action to be taken under or in connection with this ARTICLE, owe a fiduciary duty or other obligation to the initial member nor to any successor member (except as may specifically be required by the statutory law of any applicable jurisdiction), and every member, including each successor member, shall consent to the foregoing by virtue of such member's purchase of interests of the Company, no further act or deed of any member being required to evidence such consent. Instead, such manager's fiduciary duty and other obligations with regard to such action under or in connection with this ARTICLE shall be owed to the Company (including its creditors).

(c) In addition to the Independent Manager, there shall be one "Member Manager." The Member Manager shall be appointed by the members of the Company in accordance with the Operating Agreement. The Member Manager of the Company shall be responsible for the day to day management and operation of the Company; however, notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Company, the Company shall not, without the consent of both the Member Manager and the Independent Manager, do any of the following:

(i) engage in any business or activity other than those set forth in Article III or cause or allow the Partnership to engage in any business or activity other than as set forth in its Limited Partnership Agreement;

(ii) incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than indebtedness in connection with the acquisition, improvement or refinancing of the Property and normal trade accounts payable in the ordinary course of business;

(iii) cause the Partnership to incur any indebtedness or to assume or guaranty any indebtedness of any other entity, other than indebtedness in connection with the acquisition of the Property and normal trade accounts payable in the ordinary course of business;

(iv) dissolve or liquidate, in whole or in part;

APPROVED
AND
FILED
FEB -2 PM 3:49
CLERK OF DISTRICT COURT
HONOLULU, HAWAII

(v) cause or consent to the dissolution or liquidation, in whole or in part, of the Partnership;

(vi) consolidate or merge with or into any other entity or convey or transfer or lease its property and assets substantially as an entirety to any entity;

(vii) cause the Partnership to consolidate or merge with or into any other entity or to convey or transfer or lease its Property and assets substantially as an entirety to any entity;

(viii) with respect to the Company or the Partnership, 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 the Partnership or a substantial part of property of the Company or the Partnership, 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 limited liability company action in furtherance of any such action;

(ix) amend the Articles of Organization or the Operating Agreement of the Company or approve an amendment to the Limited Partnership Agreement governing the Partnership;

(x) withdraw as general partner of the Partnership; or

(xi) cause the Company to make any distributions to its Members.

(d) The Independent Manager and Member Manager shall meet regularly and either Manager may call a meeting of the Managers.

ARTICLE V – SEPARATENESS:

Section 5.1 Separateness Provisions.

The Company shall:

(a) maintain books and records and bank accounts separate from those of any other person;

(b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;

(c) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity; and

APPROVED
AND
FILED
00 FEB - 7 11 31 AM
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(d) hold regular meetings, as appropriate, to conduct the business of the Company, and observe all other limited liability company formalities.

The Company shall not:

- (a) commingle its assets or funds with those of any other person; or
- (b) guarantee or pay the debts or obligations of any other person.

ARTICLE VI- REGISTERED AGENT, REGISTERED OFFICE & REGISTERED AGENT'S SIGNATURE:

The name and the Florida street address of the registered agent are:

F & L Corp.
Name
200 Laura Street
Florida Street Address
(P.O. Box NOT Acceptable)
Jacksonville, FL 32202
City, State and Zip

Having been named as registered agent and 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 relating to the proper and completed 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.

Charles V. Hedrick
Charles V. Hedrick, Authorized Signatory

ARTICLE VII - MANAGEMENT

☒ The Company is to be managed by one manager or more managers and is therefore, a manager - managed company, consisting of a Member Manager and an Independent Manager.


ARTICLE VIII- TERMINATION OF CERTAIN PROVISIONS

Upon payment by the Company of all obligations under the Loan and the Loan Documents, Articles IV, V and VII and Section 3.1(a) shall be of no further force and effect

APPROVED
AND
FILED
00 SEP -2 PM 3:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

and Section 3.1(b) shall be amended by replacing "such other" with "any" and after "Florida," striking the remainder of the sentence.

APPROVED
AND
FILED
00 FEB - 2 PM 3:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



**Signature of a member or an authorized
representative of a member**

(In accordance with section 608.408(3), Florida
Statutes, the execution of this document constitutes
an affirmation under the penalties of perjury that the
facts stated herein are true.)

RONALD F. BUCKLEY,
AUTHORIZED REPRESENTATIVE OF A MEMBER
Typed or printed name of signer

FILING FEES:

\$100.00 Filing Fee for Articles of Organization
\$25.00 Designation of Registered Agent
\$30.00 Certified Copy (OPTIONAL)
\$5.00 Certificate of Status (OPTIONAL)

APPROVED
FILED
00 FEB -3 PM 3:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA