

L01000019110

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

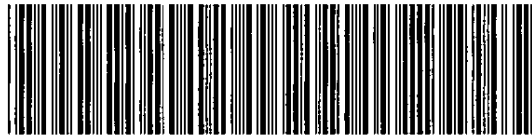
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200156397252

06/04/09--01050--003 **25.00

FILED
2009 JUN -4 PM 1:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. LEWIS
JUN 5 2009
EXAMINER

613109

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: J Bar J, LLC
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

David J. Pascuzzi, Esquire

Name of Person

Schwartz & Horwitz, PLC

Firm/Company

6751 N. Federal Highway, Suite 400

Address

Boca Raton, FL 33487

City/State and Zip Code

djp@sandhlawfirm.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

David Pascuzzi, Esq. or Jennifer Re, Paralegal at (561) 395-4747
Name of Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

- ☒ \$25.00 Filing Fee ☐ \$30.00 Filing Fee & Certificate of Status ☐ \$55.00 Filing Fee & Certified Copy (additional copy is enclosed) ☐ \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

FILED

AMENDED AND RESTATED ARTICLES OF ORGANIZATION

OF

J BAR J, LLC

2009 JUN -4 PM 1:32

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, for the purpose of the continued organization of a limited liability company under the Florida Limited Liability Company Act, Florida Statutes Chapter 608, hereby makes, acknowledges, and files the following Amended and Restated Articles of Organization.

ARTICLE 1 – NAME

The name of the limited liability company is J BAR J, LLC, (“Company”).

ARTICLE 2 – ADDRESS

The principal place of business of the Company in Florida shall be 8000 North Federal Highway, Suite 200, Boca Raton, Florida 33487.

ARTICLE 3 – DATE OF FILING OF ORIGINAL ARTICLES OF ORGANIZATION

The date of filing of the original Articles of Organization is November 6, 2001, and the effective date of these Amended and Restated Articles is the date of filing with the Department of State.

ARTICLE 4 – DURATION

Subject to the provisions of Article 9, the Company’s existence shall terminate no later than 99 years from the date of its commencement, unless the Company is earlier dissolved as provided in these Amended and Restated Articles of Organization.

ARTICLE 5 – PURPOSES AND POWERS

The purpose for which the Company is organized is to own, hold, sell, lease, operate and manage the mobile home park located at 2980 Northwest 79th Street, Miami, Florida 33147 (the “Property”) and to transact any lawful business for which a limited liability company may be organized under the laws of the State of Florida that is incident, necessary and appropriate to accomplish the foregoing. The Company shall have all the powers granted to a limited liability company under the laws of the State of Florida.

ARTICLE 6 – REGISTERED OFFICE AND REGISTERED AGENT

The address of registered office of the Company is Schwartz & Horwitz, PLC, 6751 North Federal Highway, Suite 400, Boca Raton, Florida 33487. The name and address of the registered agent of this Company is David J. Pascuzzi, Esquire, Schwartz & Horwitz, PLC, 6751 North Federal Highway, Suite 400, Boca Raton, Florida 33487.

ARTICLE 7 – MANAGEMENT

The Company shall be member managed by Horizon Homes at J Bar J, Inc., its sole member.

ARTICLE 8 – ADMISSION OF NEW MEMBERS

No additional member(s) shall be admitted to the Company except with the unanimous written consent of all the member(s) of the Company and upon such terms and conditions as shall be determined by the member(s). A member may transfer his or her interest in the Company as set forth in the regulations of the Company, but the transferee shall have no right to participate in the management of the business and affairs of the Company or become a member unless all the other member(s) of the Company other than the member proposing to dispose of his or her interest approve of the proposed transfer by unanimous written consent. Notwithstanding the foregoing, no additional members may be added except in accordance with the terms and provisions of the loan documents encumbering the Property.

ARTICLE 9 – TERMINATION OF EXISTENCE

The Company shall be dissolved upon the first to occur of any of the events set forth in section 608.441(a) of the Florida Statutes; however, if at any time there are no members, the Company is not dissolved and is not required to be wound up, if, within 120 days, after the occurrence of the event that terminated the continued membership of the last remaining member, the legal representative of the last remaining member agrees in writing to continue the Company and agrees to the admission of the nominee or designee to the Company as a member, effective as of the occurrence of the event that terminated the continued membership of the last remaining member. In the event no new member is designated within the 120 day period, Horizon Homes, Inc. is hereby designated as a Springing Member and shall be admitted as a member without any action of any person and simultaneously with the expiration of the 120 day period and shall continue the Company without dissolution. Prior to its admission to the Company, the Springing Member shall not be a member of the Company. The Managing Member shall at all times designate at least one person or business organization to act as the Springing Member who shall agree to act as the Springing Member.

ARTICLE 10 – MEMBERS

The Manager(s) of the Company shall be elected by the member(s) in accordance with the regulations adopted by the member(s) for the management of the business and affairs of the Company. These regulations may contain any provisions for the regulation and management of the affairs of the Company not inconsistent with law or these Amended and Restated Articles of Organization. The name and address of the member(s) of the Company is/are:

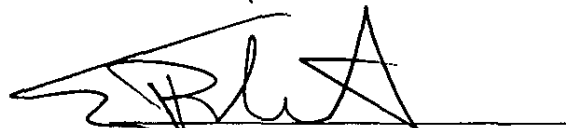
Horizon Homes at J Bar J, Inc., a Florida corporation
8000 North Federal Highway, Suite 200
Boca Raton, Florida 33487

ARTICLE 11 – SINGLE PURPOSE ENTITY BANKRUPTCY REMOTE COVENANTS

See attached Covenants with Respect to Indebtedness: Operations and Fundamental Changes of the Company (a) through (s).

These Amended and Restated Articles of Organization were duly executed and filed in accordance with §608.411(5) of the Florida Statutes.

IN WITNESS WHEREOF, the undersigned authorized representative of the member(s), has made and subscribed these Amended and Restated Articles of Organization at Boca Raton, Florida, for the foregoing uses and purposes, this 22 day of May, 2009.



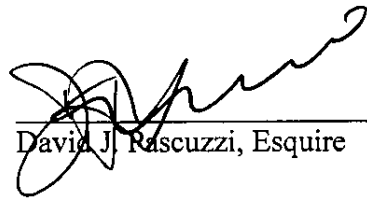
Eric P. Platero, President
Horizon Homes at J Bar J, Inc.
Managing Member

and as President of Horizon Homes,
Inc., Springing Member

FILED
2009 JUN -4 PM 1:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCEPTANCE OF REGISTERED AGENT DESIGNATED IN
AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
J BAR J, LLC

David J. Pascuzzi, Esquire, having a business office identical with the registered office of the Company named above, and having been designated as the Registered Agent in the above and foregoing Amended and Restated Articles of Organization, is familiar with and accepts the obligations of the position of Registered Agent under Section 608.4155, Florida Statutes and other applicable Florida Statutes.



David J. Pascuzzi, Esquire

FILED
2009 JUN -4 PM 1:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVENANTS WITH RESPECT TO INDEBTEDNESS:
OPERATIONS AND FUNDAMENTAL CHANGES
OF
J BAR J, LLC

J Bar J, LLC (the "Company") has entered into and received certain financing (the "Financing") which Financing is secured by a mortgage lien on certain real property located at 2980 79th Street, NW, Miami, Miami-Dade County, Florida (the "Property"). The Mortgagee for the Property is WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-C5 ("Lender"). With respect to the Financing and the Property, the Company:

- (a) does not own and will not own any encumbered asset other than (i) the Property and (ii) incidental personal property necessary for the operation of the Property;
- (b) is not engaged and will not engage in any business other than the ownership, management and operation of the Property;
- (c) will not enter into any contract or agreement with any general partner, principal, member or affiliate of the Company or any affiliate of any such general partner, principal, or member of the Company, 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;
- (d) has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt whatsoever may be secured (senior, subordinate, or *pari passu*) by the Property;
- (e) has not made and will not make any loans or advances to any third party (including any general partner, principal, member or affiliate of Company, or any guarantor);
- (f) is and will be solvent and pay its debts from its assets as the same shall become due;
- (g) has done or caused to be done and will do all things necessary to preserve its existence and corporate, limited liability company and partnership formalities (as applicable), and will not, nor will any partner, limited or general, or member or shareholder thereof, amend, modify or otherwise change its partnership certificate, partnership agreement, certificate or articles of incorporation or organization, or by-laws or operating agreement or regulations, in a manner which adversely affects the Company's, or any such partner's, member's, or shareholder's existence as a single-purpose, single-asset "bankruptcy remote" entity;
- (h) will conduct and operate its business as presently conducted and operated;
- (i) will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;

- (j) will be, and all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any general partner, principal, member or affiliate);
- (k) will file its own tax returns;
- (l) will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;
- (m) will not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of Company;
- (n) will not enter into any transaction or merger, consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (o) will not commingle the funds and other assets of Company with those of any general partner, principal, member or affiliate, or any other person;
- (p) has and will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;
- (q) has, and any general partner or operating member of Company has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;
- (r) does not and will not hold itself out to be responsible for the debts or obligations of any other person; and
- (s) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Company, 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 the Lender to enforce any rights of Lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.