

Gordon Thames  
Requester's Name  
2750 Old St. Augustine Rd  
Address  
Tallahassee, FL 32301  
City/State/Zip Phone #  
850-656-7667

**201000022528**

**CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):**

1. Enclave of Lynn Haven, LLC  
(Corporation Name) (Document #)
2. \_\_\_\_\_  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #)
4. \_\_\_\_\_  
(Corporation Name) (Document #)

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-12/27/01--01020--001  
\*\*\*\*155.00 \*\*\*\*155.00

- ☒ Walk in ☐ Pick up time ☒ Certified Copy  
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

**NEW FILINGS**

- ☐ Profit  
☐ Not for Profit  
☐ Limited Liability  
☐ Domestication  
☐ Other

**AMENDMENTS**

- ☐ Amendment  
☐ Resignation of R.A., Officer/Director  
☐ Change of Registered Agent  
☐ Dissolution/Withdrawal  
☐ Merger

**OTHER FILINGS**

- ☐ Annual Report  
☒ Fictitious Name

**REGISTRATION/QUALIFICATION**

- ☐ Foreign  
☐ Limited Partnership  
☐ Reinstatement  
☐ Trademark  
☐ Other

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DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

Examiner's Initials

10.2.27.0

**ARTICLES OF ORGANIZATION  
OF  
ENCLAVE OF LYNN HAVEN, LLC**

For the purpose of forming a limited liability company under the Florida Limited Liability Company Act and any act amendatory thereof, supplementary thereto or substituted therefor (hereinafter referred to as the "Act"), the undersigned members do hereby sign and adopt these Articles of Organization, and, upon filing for record of these Articles of Organization with the Department of State of the State of Florida in accordance with Section 608.411, Florida Statute the existence of a limited liability company (hereinafter referred to as the "Company") under the name set forth in Article I hereof, shall commence.

**ARTICLE I.**

**NAME**

- 1.1 The name of the Company shall be Enclave of Lynn Haven, LLC.

**ARTICLE II.**

**ADDRESS**

- 2.1 The mailing address and street address of the principal office of the Company is 2750 Old St. Augustine Road, Tallahassee, Florida 32301.

**ARTICLE III.**

**PURPOSES, OBJECTS AND POWERS**

- 3.1 The purposes and objects and powers of the Company are:

(a) To develop, construct, own and operate an apartment complex in Lynn Haven, Florida, related real property and improvements (such apartment complex and related real property and improvements is the "Project" and the development, owning and operating of such is the "Business").

(b) Without limiting the scope and generality of the foregoing, the Company shall have the following specific purposes, objects and powers relating to the Project and Business:

(1) To have and to exercise any and all of the powers specifically granted in the limited liability company laws of the State of Florida, none of which shall be deemed to be inconsistent with the nature, character or object of the Company, and none of which are denied to it by these Articles of Organization.

(2) To build, manufacture or otherwise process or produce; to acquire, own, manage, operate, improve or deal with; to sell, lease, mortgage, pledge, distribute or otherwise deal in and dispose of, property of every kind and wheresoever situated.

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(3) To purchase, lease or otherwise acquire any interest in the properties and rights of any person, firm, company or governmental unit; to pay for the same in cash, in shares of stock, bonds, or other securities, evidences of indebtedness or property of this Company or of any other person, firm, company or governmental unit.

(4) To be a promoter or incorporator, to subscribe for, purchase, deal in and dispose of, any stock, bond, obligation or other security, of any person, firm, company, or governmental unit, and while the owner and holder thereof to exercise all rights of possession and ownership.

(5) To purchase or otherwise acquire (including, without limitation, to purchase its own shares or membership interest to the extent of unreserved and unrestricted capital surplus available therefor) to the fullest extent permitted by the Act, and to sell, pledge or otherwise deal in or dispose of shares of its own stock, bonds, obligations, other securities, or membership interest.

(6) To borrow money from any person, firm, company (business, public or non-profit), or governmental unit and to secure any debt by mortgage or pledge of any property of the Company; to make contracts, guarantees, and indemnity agreements and incur liabilities and issue its notes if not inconsistent with the provisions of the Constitution of Florida as the same may be amended from time to time.

(7) To lend money, or aid or extend credit to, or use its credit to assist, any person, firm, company (business, public or non-profit), or governmental unit, including, without limitation, its employees and directors and those of any subsidiary, in accordance with the Act.

(8) To guarantee any indebtedness and other obligations of, and to lend its aid and credit to, any person, firm, company (business, public or non-profit), or governmental unit, and to secure the same by mortgage or pledge of, or security interest in, any property of the Company.

(9) To consolidate, merge or otherwise reorganize in any manner permitted by law; to engage in one or more partnerships and joint ventures as general or limited partner.

(10) To carry on its business anywhere in the United States and in foreign countries.

(11) To elect or appoint officers and agents and define their duties and fix their compensation; to pay pensions and establish pension plans, pension trusts, profit sharing plans, and other incentive or deferred compensation plans for any or all of its directors, officers and employees.

(12) To make donations for the public welfare or for charitable, scientific, or educational purposes; to transact any lawful business which the Manager shall find to be in aid of governmental policy.

3.2 All words, phrases and provisions appearing in this Article VIII are used in their broadest sense, are not limited by reference to, or inference from, any other words, phrases or provisions and shall be so construed.

#### ARTICLE IV.

[Intentionally Omitted]

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**ARTICLE V.**

**REGISTERED AGENT AND REGISTERED AGENT'S ADDRESS**

- 5.1 The initial registered agent for service of process at such address shall be William G. Thames, Jr.
- 5.2 The location and street address of the initial registered agent of the Company shall be 2750 Old St. Augustine Road, Tallahassee, Florida 32301.
- 5.3 The registered agent's "Consent to Appointment as Registered Agent" is attached.

**ARTICLE VI.**

[Intentionally Omitted]

**ARTICLE VII.**

**LIMITATION ON AGENCY AUTHORITY OF MEMBERS**

- 7.1 Pursuant to Section 608.4235 of the Florida Limited Liability Company Act, no member of the Company shall be an agent of the Company solely by reason of being a member, and no member shall have authority to incur debt or contractual liability on behalf of the Company solely by virtue of being a member.

**ARTICLE VIII.**

**MANAGEMENT**

- 8.1 The Company is to be manager-managed Company and is to be managed by one or more managers and the name and address of the initial manager until the earlier of its registration, replacement, or until the first meeting of members and its successor is declared and shall qualify is Arbor Properties, Inc., doing business in the State of Florida as Arbor Properties Development, Inc.

**ARTICLE IX.**

**INTERNAL AFFAIRS**

- 9.1 The provisions of Sections 9.2 to 9.7 for the regulation of the business and for the conduct of the affairs of the Company and its Members are hereby adopted.

- 9.2 The initial Operating Agreement of the Company shall be adopted by the initial Members. The power to alter, amend, or repeal the Operating Agreement or adopt a new Operating Agreement shall be vested in the Members, which power may be exercised in the manner and to the extent provided in the Operating Agreement. The Operating Agreement may contain any provisions for the regulation of the business and for the conduct of the affairs of the Company or the Members, not inconsistent with the Act or these Articles of Organization.

- 9.3 The business and affairs of the Company shall be managed by the Manager.

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9.4 The Manager shall be required to devote only so much of its time as it deems necessary for the proper management of Company business. Members and any of their Affiliates and the Manager and its Affiliates may engage or possess an interest, independently or with others, in any other businesses or ventures of every nature and description, including without limitation investing in development and operation of real estate in competition with the Company, and neither the Company nor any other Member shall have any rights in or to such ventures or the income or profits derived therefrom.

9.5 The Company reserves the right from time to time to amend, alter or repeal each and every provision contained in these Articles of Organization, or to add one or more additional provisions, in the manner now or hereafter prescribed or permitted by the Act, and all rights conferred upon Members at any time are granted subject to this reservation.

9.6 The Manager and all Members each waive the right to a trial by jury of any and all issues arising in any action or proceeding related to or in any way connected with this Agreement or any acts or omissions by either of them or any of their respective officers, directors, partners, members, managers, agents, servants or employees in connection with the ownership, operation, management or leasing of the Project or the performance of or failure to perform any obligations or agreements arising under or by virtue of this Agreement.

9.7

(a) For purposes of this Agreement, the parties agree that this transaction involves substantial interstate commerce. Any action, dispute, claim, counterclaim or controversy ("Dispute" or "Disputes"), between the parties, including any claim based on or arising from an alleged tort, shall be resolved in Tallahassee, Florida by **ARBITRATION** as set forth below. The term "Disputes" shall include all actions, disputes, claims, counterclaims or controversies arising in connection with the terms of this Agreement, any action taken (or any omission to take any action) in connection with any of the above, any past, present and future agreement between or among the parties, and any past, present or future transactions between or among the parties.

(b) All Disputes shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Arbitration Rules for Commercial Arbitration (the "Rules") of the American Arbitration Association (the "AAA"). All defenses, including those defenses based on statutes of limitation, estoppel, waiver, laches and similar doctrines, that would otherwise be applicable to an action brought by a party, shall be applicable in any such arbitration proceeding, and the commencement of an arbitration proceeding with respect to this Agreement shall be deemed the commencement of an action for such purposes.

(c) If for any reason a court of competent jurisdiction should declare all or any part of this provision invalid or unenforceable, then the remainder of this provision, or the application of such provision or provisions to persons, entities or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every term of this provision shall be valid and enforceable to the fullest extent permitted by law and in lieu of such illegal or unenforceable provisions there shall be added automatically as part of this provision a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable. If the Rules are found to be invalid or unenforceable, then the parties agree to adopt any Florida law governing arbitration to resolve Disputes and to the extent this provision does not conform to specific requirements of such laws, the parties hereto waive such noncompliance so as to allow the Disputes to be arbitrated under such Florida law.

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## ARTICLE X.

INDEMNIFICATION

10.1 In amplification, and not in limitation, of applicable provisions of the Act and other provisions of Florida law:

(a) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals (other than an action by or in the right of the Company), whether informal or formal, by reason of the fact that he or she is or was a Member, Manager, officer, employee or agent of the Company, the Manager or any Affiliate (as defined in the Operating Agreement) of any of the foregoing, or is or was serving at the request of the Company or Manager as a director, officer, partner, manager, employee, trustee or agent of another company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such claim, action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any claim, 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 or she reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a Member, Manager, officer, employee, trustee or agent of the Company or the Manager, or any Affiliate of any of the foregoing, or is or was serving at the request of the Company or Manager as a director, officer, partner, manager, employee, trustee or agent of another company, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company, and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

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10.2 To the extent that a Member, Manager, officer, employee or agent of the Company, or the Manager or any Affiliate of any of the foregoing has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith, notwithstanding that he or she has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

10.3 Any indemnification under Section 10.1 (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Member, Manager, officer, employee, or agent of the Company or the Manager or any Affiliate of any of the foregoing is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 10.1. Such determination shall be made by the Manager; provided, however, that (i) the Members by vote of seventy percent (70%) of the Units, as defined in the Operating Agreement, of a quorum consisting of Members who were not parties to, or who have been wholly successful on, the merits or otherwise with respect to such claim, action, suit or proceeding determines that the indemnification is not proper. If a determination to not indemnify is made, the person denied indemnification shall be entitled to submit to Arbitration the question of whether and to what extent indemnification is proper under the standards set forth in Section 10.1 hereof. Resolution of such issue shall be deemed a Dispute and shall be made in accordance with Section 9.8 hereof. If the Dispute with respect to indemnification is resolved in whole, or in part, in favor of the person seeking indemnification, the costs of such person incurred in the Arbitration, including reasonable attorney fees, shall be paid by the Company.

10.4 Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the Company in advance of the final disposition of such claim, action, suit or proceeding as authorized in the manner provided in this Section 10.4 upon receipt of an undertaking by or on behalf of the Member, Manager, officer, employee, or agent of the Company or the Manager or any Affiliate of any of the foregoing to repay such amount if, and to the extent that, it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this Article.

10.5 The indemnification authorized by this Article shall not be deemed exclusive of, and shall be in addition to, any other rights to which those indemnified may be entitled under any statute, rule of law, provision of Articles of Organization, Operating Agreement, other agreement, vote of Members or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Member, Manager, officer, employee, or agent or any Affiliate of any of the foregoing and shall inure to the benefit of the heirs, executors and administrators of such a person.

10.6 The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a Member, Manager, officer, employee or agent of the Company or the Manager or any Affiliate of any of the foregoing, or is or was serving at the request of the Company or the Manager as a director, officer, partner, manager, employee, trustee or agent of another company, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of this Article X.

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TALLAHASSEE, FLORIDA

26<sup>th</sup> IN TESTIMONY WHEREOF, witness the hand and seal of the undersigned Members on this the  
day of December, 2001

ARBOR PROPERTIES, INC., doing business in  
the State of Florida as ARBOR PROPERTIES  
DEVELOPMENT, INC.

By: W. R. J. R. J. R.  
Its: President

ONO, INC.

By: W. R. J. R. J. R.  
Its: President

W. G. Thames, Sr.  
WILLIAM G. THAMES, SR.

W. G. Thames, Jr.  
WILLIAM G. THAMES, JR.

THIS INSTRUMENT PREPARED BY:  
CURTIS O. LILES, III  
MAYNARD, COOPER & GALE, P.C.  
1901 SIXTH AVENUE NORTH  
SUITE 2400, AMSOUTH/HARBERT PLAZA  
BIRMINGHAM, ALABAMA 35203  
(205) 254-1000

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HAVING BEEN NAMED AS REGISTERED AGENT AND TO RECEIVE SERVICE OF PROCESS FOR ENCLAVE OF LYNN HAVEN, LLC, A LIMITED LIABILITY COMPANY, AT THE PLACE DESIGNATED IN THESE PROVISIONS, 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: 12/26/01

  
WILLIAM G. THAMES, JR.

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