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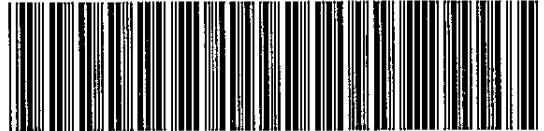
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TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 966333 81514A

AUTHORIZATION :

COST LIMIT : \$ 160.00

Patricia Pigute

ORDER DATE : March 13, 2003

ORDER TIME : 11:22 AM

ORDER NO. : 966333-005

CUSTOMER NO: 81514A

CUSTOMER: Ms. Billie Ott
Troiano & Roberts

P. O. Drawer 829
317 South Tennessee Avenue
Lakeland, FL 33801

DOMESTIC FILING

NAME: JADE ISLE, L.L.C.

EFFECTIVE DATE:

XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Ginger Simmons - EXT. 1139

EXAMINER'S INITIALS: _____

**ARTICLES OF ORGANIZATION
FOR
FLORIDA LIMITED LIABILITY COMPANY**

ARTICLE I – Name:

The Name of the Limited Liability Company is: **JADE ISLE, L.L.C.**

ARTICLE II – Address:

The mailing address and street address of the principal office of the Limited Liability Company are:

a: Mailing Address: 9715 W. Broward Blvd., Apt. 216, Plantation, FL 33324

b: Street Address: 9715 W. Broward Blvd., Apt. 216, Plantation, FL 33324

ARTICLE III – Purpose

The business and purpose of JADE ISLE, L.L.C., a Florida limited liability company (the "Company") shall consist solely of the acquisition, operation and disposition of the real estate project known as JADE ISLE MOBILE HOME PARK (the "Property") and to enter into a loan transaction ("Loan") with SunAmerica Life Insurance Company, an Arizona corporation (the "Lender") in which the Company shall borrow certain monies in the approximate amount of Two Million Eighty Thousand and NO/100 Dollars (\$2,080,000.00) from the Lender. The Company shall not become a shareholder of or a member or partner in any entity which acquires any property other than the Property. The Company shall:

(a) not own, hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any asset or property (real or personal) other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;

(b) not engage in any business other than the ownership, management and operation of the Property;

(c) not enter into any contract or agreement with any party which is directly or indirectly controlling, controlled by or under common control with Company (an "Affiliate"), 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 any Affiliate;

(d) not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts as are normal and reasonable under the circumstances and no indebtedness other than the Loan may be secured (subordinate or pari passu) by the Property;

(e) not make any loans or advances to any third party, nor to Principal, any Affiliate or any constituent party of Company;

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JACKSONVILLE, FLORIDA

- (f) pay its debts from its assets as the same shall become due;
- (g) do all things necessary, to preserve its existence, and the Company shall not, nor will the Company permit Principal to amend, modify or otherwise change the **Articles of Organization, Operating Agreement** or other organizational documents of Company or Principal in a manner which would adversely affect the Company's existence as a single-purpose entity.
- (h) maintain books and records and bank accounts separate from those of any other person or entity, and Company will file its own tax returns;
- (i) at all times hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate, any constituent party of Company or any Principal);
- (j) preserve and keep in full force and effect its existence, good standing and qualification to do business in the state in which the Property is located;
- (k) 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;
- (l) not dissolve or wind up, in whole or in part, and the Company shall not merge with or be consolidated into any other entity;
- (m) not commingle the funds and other assets of the Company with those of any Affiliate, any Principal, any constituent party of Company or any other person;
- (n) maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of Company, Affiliate, Principal or any other person;
- (o) not hold itself out to be responsible for the debts or obligations of any other person (provided, that the foregoing shall not prevent Company from being and holding itself responsible for expenses incurred or obligations undertaken by the property manager of the Property in respect of its duties regarding the Property); and
- (p) obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under the mortgage securing the Loan.

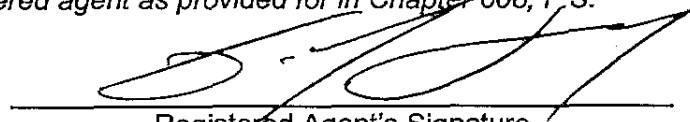
Until such time as the Loan has been repaid in full, the Company shall not amend, modify or terminate any of these provisions of the Company's **Articles of Organization or Operating Agreement** without the prior written consent of the Lender.

ARTICLE IV – Registered Agent, Registered Office & Registered Agent's Signature:

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

VICTOR J. TROIANO
317 S. TENNESSEE AVENUE
LAKELAND, FL 33801

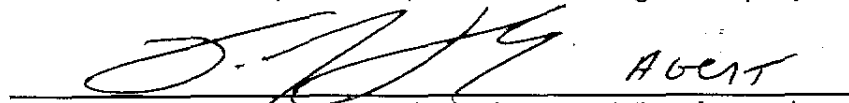
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and 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.



Registered Agent's Signature

ARTICLE IV – Management (Check applicable box)

- _____ The Limited Liability Company is to be managed by one manager or managers and is, therefore, a manager – managed company.
- X The Limited Liability Company is to be managed by one member or members and is, therefore, member - managed company.



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.)

Victor J. Troiano
Typed or printed name of signee