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LIMITED LIABILITY COMPANY

Creeside of HTG, LLC

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| Certificate of Status | 1 |
| Certified Copy | 0 |
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ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY**ARTICLE I - Name:**

The name of the Limited Liability Company is: **Creekside of BTG, LLC**

ARTICLE II - Address:

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

Principal Office Address:

3225 Aviation Avenue

Suite 700

Coconut Grove, Florida 33133

Mailing Address:

same

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

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

Randy Rieger

Name

3225 Aviation Avenue Suite 700

Florida street address (P.O. Box NOT acceptable)

Coconut Grove FL 33133

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 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

(CONTINUED)

ARTICLE IV- Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:**"MGR" = Manager****"MGRM" = Managing Member****Name and Address:**MGRRER Family Partnership LTD3225 Aviation Avenue Suite 700Cocunut Grove, Florida 33133MGRJAG Ventures LTD3225 Aviation Avenue Suite 700Cocunut Grove, Florida 33133MGRSusan Leigh DALE1210 Hill-N-Dale StreetTallahassee, Florida 32317

(Use attachment if necessary)

NOTE: An additional article must be added if an effective date is requested.**REQUIRED SIGNATURE:**
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.)

SUSAN J. LEIGH
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)

ARTICLE V

The sole nature and purpose of LLC's business is:

(a) To manage, own and hold a general partnership interest in the Reserve at Creekside Limited Partnership, a Florida Limited Partnership, whose sole purpose, in turn, is to develop, construct, manage, operate and maintain real estate in Chatanooga, Tennessee (the "Project"). (Notwithstanding anything contained in this Agreement to the contrary, the LLC will not engage in any business, and it will have no purpose, unrelated to the Partnership or the Project and will not acquire any real property or own assets other than those related to the Partnership or the Project and/or otherwise in furtherance of the LLC's purposes.).

(b) to execute a note, mortgage, deed of trust or security deed and security agreement in order to secure a loan to insured by the Secretary of Housing and Urban Development (HUD) and to execute a regulatory agreement and other documents required in connection with the HUD insured loan ("HUD Loan Documents"). If the Articles or Operating Agreement (the "Organizational Documents") conflict with the terms of the HUD Loan Documents, the provision of the HUD Loan Documents will control.

(c) To cause, directly or indirectly, its agents and employees to fulfill the LLC's responsibilities with respect to Partnership and the Project.

(d) To the extent that funds of the LLC are available, to pay all expenses, debts and obligations of the LLC.

(e) To take any other action consistent with these Articles of Organization and not otherwise prohibited under the law.

ARTICLE VI

The LLC shall not without the prior written consent of the Department of Housing and Urban Development (a) amend Article V of these Articles of Organization, so long as HUD is the insurer or holder of a note; (b) amend the term of mortgagor entity; (c) activates the requirement that a HUD previous participation certification be obtained from any additional member; (d) amend Organizational Documents the in any way that affects the HUD Loan Documents; (e) amend the Organizational Documents in any way that would authorize any member other than the Managers to bind the LLC for all matters concerning the project which require HUD consent or approval; (f) change the Managers of the LLC or (g) voluntarily dissolve or convert to another form of entity.

ARTICLE VII

Any incoming member must as a condition of receiving an interest in the LLC agree to be bound by the HUD Loan Documents to the same extent and on the same terms as the other members.

ARTICLE VIII

Upon any dissolution of the LLC, no title or right to possession and control of the Project, and no right to collect the rents from the Project shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to HUD.

ARTICLE IX

The members and any assignee of a member are liable in their individual capacity to HUD for (a) funds or property of the Project coming into its possession, which by the provisions of the Regulatory Agreement, the person or entity is not entitled to retain; (2) its own acts and deeds or acts and deeds of others that it has authorized in violation of the provisions of the Regulatory Agreement; (3) The acts and deeds of affiliates as defined in the Regulatory Agreement which the person or entity has authorized in violation of the provisions of the Regulatory Agreement; and (4) as otherwise provided by law.

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