

L03000032246

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TALLAHASSEE, FLORIDA
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 184559 7133468

AUTHORIZATION :

COST LIMIT : \$ PREPAID

ORDER DATE : June 16, 2006

ORDER TIME : 10:51 AM

ORDER NO. : 184559-005

CUSTOMER NO: 7133468

FILED
2006 JUN 16 AM 9:41
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

DOMESTIC AMENDMENT FILING

NAME: LAKEMONT RIDGE, LLC

EFFECTIVE DATE:

XX RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Joyce Markley -- EXT# 2930

EXAMINER'S INITIALS: _____

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
LAKEMONT RIDGE, LLC**

FILED
2006 JUN 16 AM 9:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WHEREAS, LAKEMONT RIDGE, LLC is a limited liability company organized and existing under the Florida Limited Liability Company Act, under document number L03000032246, filed in the office of the Secretary of State on August 27, 2003; and

WHEREAS, the members wish to amend and restate the Articles of Organization of LAKEMONT RIDGE, LLC; and

WHEREAS, the members acknowledge and agree that the amended and restated Articles of Organization shall become effective immediately upon the payoff of the existing loan held by Wells Fargo Bank Minnesota, as Trustee, assumed by Lakemont Ridge, LLC and referred to in Article V 1. (d) of the original Articles of Organization, notwithstanding the fact that the amended and restated Articles of Organization are filed with the Florida Department of State prior to the payoff of said loan; and

WHEREAS, pursuant to the provisions of Section 608.411 of the *Florida Statutes*, the following constitutes the amended and restated Articles of Organization of LAKEMONT RIDGE, LLC.

ARTICLE I - NAME OF LIMITED LIABILITY COMPANY

The name of this limited liability company is LAKEMONT RIDGE, LLC.

ARTICLE II - PERIOD OF DURATION

This limited liability company shall exist perpetually.

**ARTICLE III - MAILING ADDRESS AND STREET
ADDRESS OF PRINCIPAL OFFICE OF LIMITED LIABILITY COMPANY**

The mailing address of this limited liability company is 29605 U. S. Highway 19, Suite 130, Clearwater, Florida 33761, and the street address of the principal office of the limited liability company is 29605 U. S. Highway 19, Suite 130, Clearwater, Florida 33761.

**ARTICLE IV - NAME AND STREET ADDRESS OF
INITIAL REGISTERED AGENT**

The name of the registered agent of this limited liability company is Andrew L. Reiff. The street address of the initial registered agent is 135 West Central Boulevard, Suite 730, Orlando, Florida 32801.

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, *Florida Statutes*.



Andrew L. Reiff

ARTICLE V - PURPOSE

The business and purpose of the limited liability company (also referred to as the "Company") shall consist solely of the following:

(a) This limited liability company is a single purpose entity. The sole purpose of this limited liability company shall be the ownership, operation, management and maintenance of that certain mobile home community, Lakemont Ridge Home and RV Park, and Lakemont Ridge II Home and RV Park located at 2000 Maine Street, Frostproof, Florida 33843, Polk County, State of Florida (referred to as the "Project"); and

(b) To engage in such other lawful activities permitted of limited liability companies by the applicable laws and statutes for such entities of the State of Florida as are incidental, necessary or appropriate to the foregoing.

ARTICLE VI - LIMITATIONS

Notwithstanding any other provision of these Articles of Organization and any provision of law that otherwise so empowers the Company, so long as any portion of the

Loan (hereinafter defined) remains outstanding, the Company shall not, without the unanimous consent of its members, do any of the following:

(i) engage in any business or activity other than those permitted hereby or own any assets other than those related to the Property;

(iii) do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in these Articles of Organization;

(iii) borrow money or incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than normal trade accounts and lease obligations incurred in the ordinary course of business, or grant consensual liens on the Company's property; except, however, the manager or managing member, as applicable, is hereby authorized to secure financing (the "Loan") for the Company from Union Capital Investments, LLC in such amount and on such terms as such manager or managing member may elect, and to grant a mortgage, deed of trust, lien or liens on the Company's property to secure such Loan, as well as incur other indebtedness to the extent expressly authorized pursuant to the documents further evidencing the Loan;

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

(v) sell or lease or otherwise dispose of all or substantially all of the assets of the Company except in a manner, if any, consistent with the requirements of the documents evidencing the Loan;

(vi) 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 a substantial part of property of the Company, 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 company action in furtherance of any such action;

(vii) amend the Articles of Organization or the Operating Agreement of the Company; or

(viii) consolidate or merge with or into any other entity.

In addition to the foregoing, the Company shall not, without the written consent of the holder of the promissory note evidencing the Loan so long as it is outstanding, take any action set forth in items (i) through (v) or items (vii) or (viii) above.

ARTICLE VII - TITLE TO COMPANY PROPERTY

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no member or manager shall have any ownership interest in any company property in its individual name or right and, each membership or other ownership interest in the Company shall be personal property for all purposes.

ARTICLE VIII - 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 its own name and 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;
- (d) hold regular manager and member meetings, as appropriate, to conduct the business of the Company, and observe all other legal formalities;
- (e) prepare separate tax returns and financial statements and not permit its assets to be listed as assets on the financial statements of any other entity, or if part of a consolidated group, then it will be shown as a separate member of such group;
- (f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;
- (g) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements, the terms of which are intrinsically fair, commercially reasonable and are no less favorable than would be obtained in a comparable transaction with an unrelated third party;
- (h) conduct business in its own name, and use separate stationery, invoices and checks;
- (i) not commingle its assets or funds with those of any other person;

(j) not assume, guaranty or pay the debts or obligations of any other person or hold out its credit as being available to satisfy the obligations of others;

(k) neither make any loans or advances to any person or entity nor hold evidence of indebtedness issued by any person or entity;

(l) timely pay all of its tax obligations;

(m) pay its own liabilities only out of its own funds;

(n) not pledge its assets for the benefit of any other entity;

(o) pay the salaries of its own employees, if any, and maintain a sufficient number of employees in light of the contemplated business operations;

(p) correct any known misunderstanding regarding its separate identity;

(q) not acquire any securities or obligations of its officers, directors, managers, members or any affiliate;

(r) cause the managers, members, officers, directors and other representatives of the Company to act at all times with respect to the Company consistent and in furtherance of the foregoing and in the best interests of the Company while simultaneously considering the interests of its creditors;

(s) maintain adequate capital in light of the Company's contemplated business purpose, transactions and liabilities;

(t) remain solvent and pay all of its debts and liabilities from its assets as they become due; and

(u) not identify any of its members or any affiliate thereof as a division or part of the Company, and will not identify itself as a division or part of any other entity.

ARTICLE IX - EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY OF A MEMBER

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate

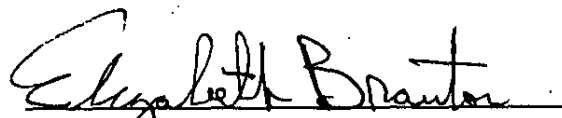
or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any membership interest in the Company shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member. Each Member waives any right it may have to agree in writing to dissolve the Company upon the bankruptcy of any Member (or all the Members) or the occurrence of an event that causes any Member (or all the Members) to cease to be Members in the Company.

ARTICLE X - SUBORDINATION OF INDEMNITIES

All indemnification obligations of the Company are fully subordinated to any obligations relative to the Loan or respecting the Property and such indemnification obligations shall in no event constitute a claim against the Company if cash flow in excess of amounts necessary to pay obligations under the Loan is insufficient to pay such indemnification obligations.

IN WITNESS WHEREOF, the undersigned members have executed these Amended and Restated Articles of Organization this 12 day of June, 2006.


George Branton, Member


Elizabeth Branton, Member

Rachel Wood, Member

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George Branton, Member

Elizabeth Branton, Member

Rachel Wood
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