

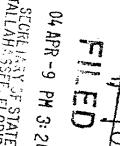
(F	Requestor's Name)
(F	Address)
(<i>/</i>	Address)
(0	City/State/Zip/Phone #)
PICK-UP	WAIT MAIL
(E	Business Entity Name)
(C	Document Number)
Certified Copies	Certificates of Status
Special Instructions to	o Filing Officer:

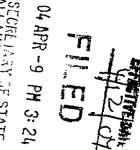




U4/UH/04--01042--020 **125.00









Account Number: 072100000032

CORPORATION SERVICE COMPANY

1201 Hays Street Tallahassee, FL 32301 850-521-1000 850-521-1010(fax)

Client Account Number:_	•	SEE
Cost Limit: CLIENT P	PD. #12500 W/ CK.# 1858	FLOR
Authorization::		Dr.
Contact: JAMELIA FZ	•	
-	ration Name(s) & Document n	
2)		
3)		
4)		
Type of Filings:		
New Filings	Amendment	Qualification
Profit	Amendment	Profit
NFP	COA	NFP
LLC	Dissolution/Withdrawal	LLC
LTD	Merger	LTD
Other:		
Annual Report	Fictitious Name	Reinstatement

4/12/04

THE REPORT OF THE PARTY OF THE

ARTICLES OF ORGANIZATION OF PINE ISLAND HOLDINGS, LLC

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, F.S. Chapter 608, hereby makes, acknowledges, and files the following Articles of Organization.

ARTICLE I - NAME

The name of the limited liability company shall be **PINE ISLAND HOLDINGS, LLC**. (hereinafter referred to as "Company").

ARTICLE II - ADDRESS

The mailing address of the Company is 5400 South University Drive, Suite 101, Davie, Florida 33328.

The street address of the principal office of the company is 5400 South University Drive, Suite 101, Davie, Florida 33328.

ARTICLE III - REGISTERED AGENT, OFFICE AND AGENT'S SIGNATURE

The name and street address of the registered agent of the company in the state of Florida is Jay Evans, 5400 South University Drive, Suite 101, Davie, Florida 33328.

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 obligations of my position as registered agent as provided for in Chapter 608, F.S.

JAY C. EVANS

ARTICLE IV - EFFECTIVE DATE

The effective date of the company shall be April 12, 2004.

ARTICLE V - PURPOSES AND POWERS

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

- 1. To engage in any activity or business authorized under the Florida Statutes.
- 2. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.
- 3. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation

carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired. This right specifically extends to authorization to purchase, sell and develop real property in the State of Florida and to mortgage such property.

- 4. To enter into and make all necessary contracts for its business with any person, entity, partnership, a ssociation, c orporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts.
- 5. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

6. Do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

ARTICLE VI -EXERCISE OF POWERS

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the members of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

ARTICLE VII -MANAGEMENT

This limited liability company shall be managed by LAND MANAGEMENT OF SOUTH FLORIDA, INC.

ARTICLE VIII - MEMBERSHIP RESTRICTIONS

New members may be admitted to the Company as specified in the Company's Operating Agreement. Contributions required of new members shall be determined as of the time of admission to the Company.

A member's interest in the limited liability company may not be sold or otherwise transferred except as specified in connection with the Company's Operating Agreement.

On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the business on unanimous consent of the remaining members.

There shall be Class "A" members and Class "B" members whose rights and obligations shall be more particularly described in a separate operating agreement.

ARTICLE IX - CAPITAL CONTRIBUTIONS

Capital contributions in the amount of \$10.00 cash or such other amounts as may be set forth in the company operating agreement shall be to the limited liability company by the members. Additional contributions will be made as required for investment purposes, as determined by unanimous consent of the members. Members will make contributions as set forth in the operating agreement.

ARTICLE X - PROFITS AND LOSSES

- ' (a) Profit Sharing. Each member shall be entitled to a share of the profits in accordance with the Company Operating Agreement.
- (b) Losses. All losses that occur in the operation of the limited liability company business shall be paid out accordance with the Company Operating Agreement.

ARTICLE XI - DURATION

This limited liability company shall exist until dissolved in a manner provided by law, or as provided in the regulations adopted by the members.

IN WITNESS WHEREOF, the undersigned member or authorized representative has made and subscribed these articles of organization at 5400 South University Drive, Suite 101, Davie, Florida 33328, on the 9th day of April, 2004.

LAND MANAGEMENT OF SOUTH FLORIDA, INC.

JAY C. EVANS, President

(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.)

STATE OF FLORIDA

COUNTY OF BROWARD

Sworn to and subscribed before me this q^{+h} day of April, 2004 by JAY C. EVANS, as

President of Land Management of South Florida, Inc. who is personally known to me.

Notary Public -- State of Florida

My Commission Expires:

