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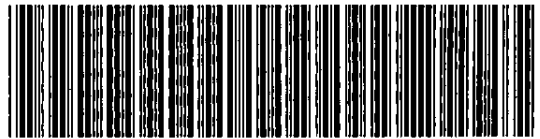
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TALLAHASSEE, FLORIDA

## COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT: Ridgewood Apartments of Winter Haven L.L.C.**  
Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Robert Rihn

Name of Person

Firm/Company

1815 Crystal Lake Dr.

Address

Lakeland, FL 33801-5979

City/State and Zip Code

rrihn@tchsonline.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Donn VanStee

Name of Person

at ( 863 ) 709-9392

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

- ☐ \$125.00 Filing Fee    ☐ \$130.00 Filing Fee & Certificate of Status    ☐ \$155.00 Filing Fee & Certified Copy (additional copy is enclosed)    ☒ \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

**Mailing Address**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street/Courier Address**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

ARTICLES OF ORGANIZATION

FOR

RIDGEWOOD APARTMENTS OF WINTER HAVEN, LLC

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 608.407 of the Florida Statutes, the following Articles of Organization for Ridgewood Apartments of Winter Haven, LLC (the "Company") are hereby adopted:

ARTICLE I

The name of the Company is Ridgewood Apartments of Winter Haven, LLC.

ARTICLE II

The mailing address and street address of the Principal Office of the Company is

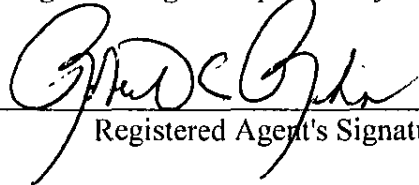
1815 Crystal Lake Drive  
Lakeland, Florida 33801-5979

ARTICLE III

The name and the Florida street address of the Registered Agent are:

Robert Rihn  
1815 Crystal Lake Drive  
Lakeland, Florida 33801-5979

*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**

The name and address of the Managing Member is as follows:

MGRM

Tri-County Human Services, Inc.  
1815 Crystal Lake Drive  
Lakeland, Florida 33801-5979

#### **ARTICLE V**

The term of the Company shall be perpetual.

#### **ARTICLE VI**

The purpose for which the Company is organized is to provide decent, safe and affordable housing by purchasing, owning, leasing, operating, renovating, financing and disposing of the Ridgewood Apartments, located at 2201 Ridgewood Road N.W., Winter Haven, Polk County, Florida, and insured by the Secretary of Housing and Urban Development ("HUD") under the National Housing Act, FHA Project No. 067-35323, pursuant to a regulatory agreement, mortgage loan, note and security agreement, all to be assumed by the Company, relating thereto under HUD requirements.

#### **ARTICLE VII**

The Company is to assume for a mortgage loan (the "Mortgage Loan") in connection with the Ridgewood Apartments (the "Project"), which is insured pursuant to the requirements and procedures established by the Secretary (the "Secretary") of the U.S. Department of Housing and Urban Development ("HUD"), more fully set forth in a Regulatory Agreement entered into with the Secretary (the "Regulatory Agreement"). The Company is authorized to assume the Regulatory Agreement, a non-recourse promissory note (the "Note"), a mortgage, deed of trust, security deed or equivalent instrument, a security agreement, financing statements, contracts, assurances, agreements, certifications and other documents (hereinafter collectively called the "HUD Loan Documents") and to take such other actions as may be necessary, desirable or appropriate to secure closing and funding of the Mortgage Loan and mortgage insurance of the same by the Secretary. The Project shall be the sole asset and business purpose of the Company. The Regulatory Agreement and Articles VIII and IX below shall bind the Company.

#### **ARTICLE VIII**

Notwithstanding any other provisions of these Articles of Organization or the Limited Liability Company Agreement of the Company to the contrary, so long as the Secretary or the Secretary's successor or assign is the insurer or holder of the Note on the Project, (a) any indemnification provided herein or in the Articles of Organization or the

Limited Liability Company Agreement of the Company to any member, manager, officer, person or entity, express or implied, and (b) any distribution, payment, reimbursement or allocation of any proceeds, profits, income, cash flow or other similar disbursement to any member, manager, officer, person or entity, shall be made or effected solely from funds or proceeds constituting "*surplus cash*", if any, as that term is defined in the Regulatory Agreement. Any surplus cash distributed under (a) or (b) above shall be disbursed not more frequently than semi-annually, as provided in the Regulatory Agreement.

### ARTICLE IX

Notwithstanding any other Articles herein or in the Company Agreement, or any Amendments thereto, so long as the Secretary or the Secretary's successor or assign is the insurer or holder of the Note, the following regulations shall apply:

#### 9.1 Limitations.

(a) So long as the Secretary or the Secretary's successor or assign is the insurer or holder of the Note secured by the mortgage or deed of trust on the Project, no amendment to these Articles or the Company Agreement, that results in any of the following, will have any force or effect without the prior written consent of the Secretary:

- (i) Any amendment that modifies the period of duration of the Company;
- (ii) Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional member;
- (iii) Any amendment that in any way affects the Note, mortgage or deed of trust, or security agreement on the Project or the Regulatory Agreement;
- (iv) Any amendment that would authorize any person other than the authorized member or manager to bind the Company for all matters concerning the Project which require HUD's consent or approval;
- (v) A change in a member or manager of the Company; or
- (vi) Any change in a guarantor of an obligation to the Secretary.

(b) Any incoming member or manager must, as a condition of receiving an interest or role in the Company, agree to be bound by the Note, mortgage or deed of trust, security agreement, the Regulatory Agreement and any other HUD Loan Documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other members and managers.

(c) Notwithstanding any other provisions of these Articles or the Company Agreement, upon any dissolution, 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 the Secretary.

(d) Notwithstanding any other provisions of these Articles or the Company Agreement, in the event that any provision of these Articles or Company Agreement conflicts with the HUD Loan Documents, the provision of the HUD Loan Documents shall control.

(e) So long as the Secretary or the Secretary's successor or assign is the insurer or holder of the Note on the Project, the Company may not voluntarily be dissolved without the prior written approval of the Secretary.

(f) The members and managers, and any assignee or successor of theirs, agree to be liable in their individual capacities to HUD with respect to the following matters:

- (i) For funds or property of the Project coming into their hands, which by the provisions of the Regulatory Agreement, they are not entitled to retain;
- (ii) For their own acts and deeds, or acts and deeds of others which they have authorized, in violation of the provisions of the Regulatory Agreement;
- (iii) 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
- (iv) As otherwise provided by law.

(g) So long as the Secretary or the Secretary's successor or assign is the insurer or holder of the Note on the Project, without the prior written approval of the Secretary:

- (i) The mortgagor entity may not be voluntarily dissolved or changed to another type of entity,
- (ii) A member or manager may neither be added nor substituted.

(h) So long as the Secretary or the Secretary's successor or assign is the insurer or the holder of the Note on the Project, without prior written approval of the Secretary, no provision required by HUD to be inserted into the organizational documents may be amended.

9.2 Designation of HUD Representative.

(a) The official representative for all matters concerning the Project, which require HUD consent or approval, shall be Robert Rihn, and the signature of Robert Rihn shall bind the mortgagor in all such matters.

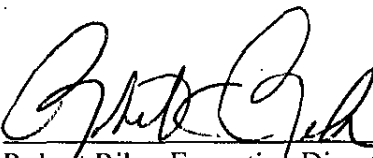
(b) The mortgagor may, from time to time, appoint a new representative to perform such functions, but within three (3) business days of doing so, shall provide HUD with written notification of the name, address, and telephone number of its new representative.

(c) When a person other than the person identified above has full or partial authority of management of the Project, the Company will provide HUD with the name of the that person and the nature of the that person's management authority."

**ARTICLE X**

These Articles of Organization become effective when filed by the Secretary of State.

Dated: November 9, 2009

  
Robert Rihn, Executive Director of  
Tri County Human Services, Inc.

(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.)

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