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Division of Corporations

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TPI Communities, LLC

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ARTICLES OF ORGANIZATION

OF

TPI COMMUNITIES, LLC

The undersigned, acting as the organizer of TPI, LLC under the Florida Limited Liability Company Act, Chapter 608, Fla. Stat., adopts the following Articles of Organization:

ARTICLE I - Name:

The name of the limited liability company is TPI Communities, LLC (the "Company").

ARTICLE II - Address:

The mailing address and street address of the principal office of the Company is 2001 West Blue Herron Blvd., Riviera Beach, FL 33404.

ARTICLE III - Duration:

The period of duration for the Company shall be perpetual, unless dissolved in accordance with the terms of the Operating Agreement of the Company.

ARTICLE IV - Management:

All Company powers shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Managers, subject to any limitation set forth in the Operating Agreement of the Company. The Managers shall act only by approval of the Manager Majority (as defined in the Operating Agreement). The officers of the Company shall have general and active management of the business and affairs of the Company and shall see that all orders and resolutions of the Company and the Manager Majority are carried into effect, subject to any limitation set forth in the Operating Agreement of the Company.

The names and addresses of the current Managers are:

<u>Name</u>	<u>Address</u>
John Corbett	2001 West Blue Herron Blvd. Riviera Beach, FL 33404

ARTICLE V - Membership

The initial sole member of the Company will be The Partnership, Inc., an organization that is exempt from federal income tax under Code Section 501(c)(3).

ARTICLE VI - Admission of Additional Members:

The Company shall admit new Members only upon the unanimous written consent of all the then existing Members of the Company.

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ARTICLE VII - Adoption of Operating Agreement:

The Company shall adopt an Operating Agreement for the Company, which Operating Agreement may contain any provisions for the regulation and management of the affairs of the Company not inconsistent with these Articles of Organization, or Chapter 608, Fla. Stat.

ARTICLE VIII - Initial Registered Agent and Office:

The initial registered agent for the Company shall be The Partnership, Inc., and the street address of the Company's initial registered office is 2001 West Blue Herron Blvd., Riviera Beach, FL 33404.

ARTICLE IX - Amendments:

The Company reserves the right to amend any provision of these Articles of Organization, which amendment shall only be effectuated by the unanimous written approval of all Members of the Company.

ARTICLE X - Indemnification:

Each individual or entity who is or was a Manager, Officer, or Member of the Company (and the heirs, executor, personal representatives, administrators, successors or assigns of such individual or entity) who was or is made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Manager or Member of the Company ("Indemnatee"), shall be indemnified and held harmless by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended. In addition to the indemnification conferred in this Article, the Indemnatee shall also be entitled to have paid directly by the Company the expenses reasonably incurred in defending any such proceeding against such Indemnatee in advance of its final disposition, to the fullest extent authorized by applicable law, as the same exists or may hereafter be amended. The rights and authority conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Organization or Operating Agreement of the Company, agreement, vote of Members or otherwise. Any repeal or amendment of this Article by the Members of the Company shall not adversely affect any right or protection of a member or officer existing at the time of such repeal or amendment.

ARTICLE XI - Company Purpose

The Company is organized, and will be operated, exclusively for charitable, religious and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any subsequent law) (the "Code") and as further described in the Operating Agreement for the Company.

ARTICLE XII - Prohibition on Private Inurement

No part of the net earnings of the Company will inure to the benefit of, or be distributable to any person, except that the Company will be authorized and empowered (a) to pay reasonable

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compensation to a person for services rendered to it and (b) to make distributions in furtherance of the purposes of the Company to its members, each of which is an organization that is exempt from federal income tax under Code Section 501(c)(3). No substantial part of the activities of the Company will be the carrying on of propaganda or otherwise the attempting to influence legislation, and the Company will not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provision of these Articles of Organization, the Company will not carry on any other activities not permitted to be carried on (a) by an organization that is exempt from federal income tax under Code Section 501(c)(3), (b) by an organization, contributions to which are deductible under Code Section 170(c)(2), or (c) by a corporation organized under Florida Statutes, Chapter 617 (or the corresponding provisions of any subsequent law).

ARTICLE XIII - Liquidating Distributions

Upon the dissolution of the Company, its assets that remain after the paying of, or the reserving for the payment of, all debts, obligations, liabilities, costs, and expenses of the Company will be distributed to (a) its members, each of which will be an organization exempt from federal income tax under Code Section 501(c)(3), (b) another organization that is exempt from federal income tax under Code Section 501(c)(3), or (c) the federal, a state, or a local government for a public purpose. Any assets that are not disposed of pursuant to the preceding sentence will be disposed of by a court of competent jurisdiction for the county in which the principal office of the Company is then located, exclusively for exempt purposes within the meaning of Code Section 501(c)(3) or to organizations that are organized and operated exclusively for exempt purposes within the meaning of Code Section 501(c)(3), as the court determines.

ARTICLE XIV - Continuation of Business

Unless dissolved in accordance with the Company's Operating Agreement, the remaining Members shall continue the business of the Company, which shall not be dissolved, upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Manager has executed these Articles of
Organization as of this 29th day of May, 2013.

MANAGER:



Print Name: John Corbett

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**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415, FLORIDA STATUTES,
THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING
STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN
THE STATE OF FLORIDA.

1. The name of the limited liability company is **TPI Communities, LLC.**
2. The name and address of the registered agent and office is:

The Partnership, Inc.
2001 West Blue Herron Blvd.
Riviera Beach, FL 33404

Having been designated as the Registered Agent for TPI Communities, LLC, the undersigned hereby accepts the designation and agrees to act as the Registered Agent of said limited liability company, and states that it is familiar with and accepts its statutory obligations as such, including those obligations contained in Chapter 608, Florida Statutes.

THE PARTNERSHIP, INC., a Florida
corporation



John Corbett
President

Dated this 29th day of May, 2013.