

**CORPORATE  
ACCESS,  
INC.**

**L98000001563**

1116-D Thomasville Road . Mount Vernon Square . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

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-08/11/98-01005-037  
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1.) Triple R Management, L.C.  
(CORPORATE NAME & DOCUMENT #)

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TALLAHASSEE, FLORIDA

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FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

August 11, 1998

CORPORATE ACCESS, INC.

TALLAHASSEE, FL

SUBJECT: TRIPLE R MANAGEMENT, L.C.  
Ref. Number: W98000018219

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90 AUG 24 PM 3:19  
TALLAHASSEE, FLORIDA

We have received your document for TRIPLE R MANAGEMENT, L.C. and your check(s) totaling \$337.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The affidavit must set forth the amount of the cash and a description and the agreed value of property other than cash contributed by the members, and the amount anticipated to be contributed by the members.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6025.

Cathy A Mitchell  
Corporate Specialist

Letter Number: 398A00041735

**ARTICLES OF ORGANIZATION**

**OF**

**TRIPLE R MANAGEMENT, L.C.**

**ARTICLE I.**

The name of this limited liability company is **TRIPLE R MANAGEMENT, L.C.**

**ARTICLE II.**

This limited liability company shall exist for a period of ninety-nine (99) years measured from the date of filing these Articles of Organization with the Florida Secretary of State.

**ARTICLE III.**

This limited liability company is created for the specific purpose of receiving and disbursing revenues derived from the operation of a recreational vehicle and residential home resort known as River Ranch located in Polk County, Florida, and such other related business as may be agreed upon by its members.

**ARTICLE IV.**

The mailing and street address of the principal office of the limited liability company shall be 3200 River Ranch Road, River Ranch, Florida 33867. The name and address the initial registered agent of the limited liability company shall be **BRIAN W. SPARKS**, 3200 River Ranch Road, River Ranch, Florida 33867.

**ARTICLE V.**

The initial members of the limited liability company shall have the right to admit additional members upon the following terms and conditions.

1. Said members must wish to associate themselves with the limited liability company for the business purposes stated; and
2. Said members must pay an initial capital contributions in an amount to be established by the existing members.

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3. No person or entity can become a member of the limited liability company without the consent of all the members. If an existing member transfers his, her or its interest in the limited liability company (whether by assignment or inheritance) without the unanimous consent of all members, the transferee is entitled only to share in profits and losses of the limited liability company and the transferee shall not be entitled to participate in the management of the limited liability company or become a member of this company.

#### **ARTICLE VI.**

This limited liability company shall be dissolved on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member of this company, or the occurrence of any other event which terminates the continued membership of a member in this company, unless the business of the company is continued by the consent of all of the remaining members, provided there are at least two (2) remaining members.

#### **ARTICLE VII.**

The management of the limited liability company shall be vested in the members. The members may delegate day-to-day management responsibility to an operating manager who must be a member of the limited liability company. The names and addresses of the members are:

1. <sup>894-82956</sup> River Ranch American Resorts, Inc.

3200 River Ranch Road  
River Ranch, FL 33867

2. <sup>L95-922</sup> New River Ranch, L.C.

3200 River Ranch Road  
River Ranch, FL 33867

#### **ARTICLE VIII.**

The power to adopt, alter, amend or repeal the regulations of this limited liability company shall be vested in the members of the company. Regulations adopted by the members may be repealed or altered and new regulations may be adopted only by unanimous vote of all of the members. The regulations may contain any provisions for the regulation and management of the affairs of this limited liability company not inconsistent with the law or the Articles of Organization.

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**ARTICLE IX.**

A member may withdraw from the limited liability company upon not less than a thirty (30) day prior written notice to each non-withdrawing member at his or its address as set forth in the records of the limited liability company that are required to be kept pursuant to Florida law.

**ARTICLE X.**

1. The limited liability company shall indemnify any individual or entity made a party to a proceeding because he, she or it was a member of the limited liability company against liability incurred in the proceedings if (a) he, she or it conducted himself, herself or itself in good faith; (b) he, she or it reasonably believed that his, her or its conduct was in the limited liability company's best interest; and (c) in the event of any criminal proceeding, he, she or it had no reasonable cause to believe that his, her or its conduct was unlawful.

2. The limited liability company shall pay for or reimburse the reasonable expenses incurred by any of its members who is a party to a proceeding in advance of the final disposition of the proceeding if (a) the individual or entity furnishes the limited liability company a written affirmation of his, her or its good faith belief that it has met the standard of conduct described herein; (b) the individual or entity furnishes the limited liability company a written undertaking executed personally or on his, her or its behalf to repay the advance if it is ultimately determined that he, she or it did not meet the standard of conduct; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under the law. The undertaking required by this paragraph shall be an unlimited general obligation but need not be secured and may be accepted without reference to financial ability to make repayment. The indemnification in advance of expenses authorized herein shall not be exclusive to any other rights to which any member may be entitled under any bylaw, agreement, vote of members or otherwise. These Articles of Organization shall not be interpreted to limit in any manner the indemnification or right to advancement for expenses to an individual or entity who would otherwise be entitled thereto. These Articles of Organization shall be interpreted as mandating indemnification and advancement of expenses to the extent permitted by law. In addition to the foregoing, the limited liability company shall indemnify and save the organizers harmless in all acts taken by them as organizers of the limited liability company and shall pay all costs and expenses incurred by or imposed upon them as a result of the same including compensation based upon the usual charges for expenditures required of them in pursuit of the defense against any liability arising on account of acting as organizers or on account of enforcing the indemnification rights hereunder and the limited liability company releases them from all liability for any such act as organizers not involving willful or grossly negligent misconduct.

IN WITNESS WHEREOF, for the purpose of forming a limited liability company under the laws of the State of Florida, the undersigned executed these Articles of Organization on this 31<sup>st</sup> day of July, 1998.

RIVER RANCH AMERICAN RESORTS, INC., a  
Florida corporation

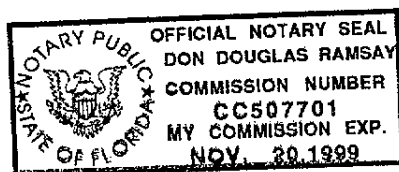
By: [Signature]  
Brian W. Sparks, President

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July, 1998, by **BRIAN W. SPARKS**, as President of RIVER RANCH AMERICAN RESORTS, INC., a Florida corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced Florida driver's license as identification.

My Commission Expires:



[Signature]  
Notary Public  
Don Douglas Ramsay  
(Legibly print name of notary public of this line)

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98 JUL 24 PM 3:20  
CLERK OF CIRCUIT COURT  
PINELLAS COUNTY  
FLORIDA

ACCEPTANCE

Having been named as Registered Agent for **TRIPLE R MANAGEMENT, L.C.** I hereby state that I am familiar with and accept the duties and responsibilities of the position of Registered Agent for this limited liability company.

[Signature]  
Brian W. Sparks

***AFFIDAVIT***

STATE OF FLORIDA )  
COUNTY OF POLK )

*BEFORE ME*, the undersigned authority personally appeared **BRIAN W. SPARKS** ("Affiant") who under oath stated as follows:

1. Affiant is the President of RIVER RANCH AMERICAN RESORTS, INC., a Florida corporation, which corporation is a member of TRIPLE R MANAGEMENT, L.C., a Florida limited liability company.

2. Affiant affirmatively states that the limited liability company has at least two (2) members. The members have contributed the total sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) to the limited liability company. RIVER RANCH AMERICAN RESORTS, INC. contributed THIRTY-THREE AND NO/100 DOLLARS (\$33.00) and New River Ranch, L.C. contributed SIXTY-SEVEN AND NO/100 DOLLARS (\$67.00). The total amount anticipated to be contributed by the initial members of the limited liability company is ONE HUNDRED AND NO/100 DOLLARS (\$100.00). There is no other property other than the \$100.00 cash previously stated, whether real, personal, mixed or otherwise, contributed by the members or anticipated to be contributed by the members to this limited liability company.

3. Affiant acknowledges that this Affidavit is being prepared in connection with the filing of the Articles of Organization of TRIPLE R MANAGEMENT, L.C., pursuant to the terms of *Florida Statutes* 608.407(2) (1995).

4. Further Affiant sayeth naught.

Brian W. Sparks

The foregoing instrument was sworn to and acknowledged before me this 20th day of August, 1998, by **BRIAN W. SPARKS**, who ☒ is personally known to me or ☐ has produced ☐ a Florida driver's license or ☐ \_\_\_\_\_ as identification.

My Commission Expires:

Linda K. Vinkle  
Notary Public (SEAL)

LINDA K. VINKLE

(Legibly print name of notary public on this line)



LINDA K. VINKLE  
My Comm Exp. 3/19/00  
Bonded By Service Ins  
No. CC541109

☒ Personally Known      ☐ Other ☐ Direct