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STONE & GERKEN, P.A.

ATTORNEYS AT LAW

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LEWIS W. STONE
SCOTT A. GERKEN

December 30, 1998

MAILING ADDRESS:
Post Office Drawer 2048
Eustis, Florida 32727-2048

VIA FEDERAL EXPRESS

Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

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-12/31/98--01060--013
****337.50 ****337.50


Re: Lake Limo of Lake County, L.L.C.

Dear Sirs:

Enclosed please find the original and copy of the Articles of Organization and an Affidavit of Membership and Contributions for the above-referenced limited liability company. Also enclosed is a check in the amount of \$337.50 for the filing fee and certified copy.

Please return the certified copy of the filed Articles to me at the above address.

Very truly yours,


Lewis W. Stone

LWS:dm
Enclosures

xc: Mr. Jeffrey A. Haertel

Name	Availability
Document Examiner	
Updater	
Updater	Verifier
Acknowledgement	
W. P. Verifier	

98 DEC 31 AM 9:13

SECRET
DIVISION OF CORPORATIONS

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
93 DEC 31 AM 9:13

ARTICLES OF ORGANIZATION
OF
LAKE LIMO OF LAKE COUNTY, L.L.C.

ARTICLE I
NAME

The name of this Limited Liability Company is LAKE LIMO OF LAKE COUNTY, L.L.C.

ARTICLE II
DURATION

This Limited Liability company shall exist for a period of thirty (30) years commencing on the date these Articles are filed with the Secretary of State for the State of Florida, unless sooner terminated as provided herein.

ARTICLE III
PURPOSE

This Limited Liability Company is created for the purpose of transacting all lawful business for which limited liability companies may be organized under the Florida Limited Liability Company Act as agreed upon by the members.

ARTICLE IV
PLACE OF BUSINESS AND REGISTERED AGENT

This principal place of business of this Limited Liability Company shall be 11235 Northern Avenue, Leesburg, Florida, and/or such other place or places as the members from time to time may determine.

The initial Registered Agent of this Limited Liability Company shall be Jeffrey A. Haertel, 11235 Northern Avenue, Leesburg, Florida 34788. The mailing address of the company shall be the same as above.

**ARTICLE V
CONTRIBUTIONS TO CAPITAL**

The initial capital of this Limited Liability Company shall be:
\$ _____ contributed by member JEFFREY A. HAERTEL
and \$ _____ contributed by member RODNEY W. POLING.
The value of such contributions by members, JEFFREY A. HAERTEL and
RODNEY W. POLING, as agreed by the members, is \$ _____.

**ARTICLE VI
MANAGEMENT OF THE BUSINESS**

This Limited Liability Company shall be initially managed by
JEFFREY A. HAERTEL whose address is 11235 Northern Avenue, Leesburg,
Florida. Such member shall continue to manage this Limited Liability
Company until qualified successors are duly elected by a majority of
members. Such managers of this Limited Liability Company shall have
the power to adopt, alter, demand, or repeal the regulations of this
Limited Liability Company.

**ARTICLE VII
ADDITIONAL MEMBERS**

The initial members of this Limited Liability Company may admit
additional members only according to the terms and conditions of a
unanimous vote of the members.

**ARTICLE VIII
TRANSFERABILITY OF MEMBER'S INTEREST**

A member's interest in this Company may be transferred only with
the unanimous written consent of all the remaining members if the
transferee intends to become a member. Without this consent, the
transferee shall not be entitled to become a member or to participate

in the management of the Company, but shall be entitled only to contributions to which the transferor otherwise would be entitled.

**ARTICLE IX
PROPERTY**

Real or personal property originally brought into or transferred to the Company, or acquired by the Company by purchase or otherwise, shall be held and owned, and conveyance shall be made, in the name of this Limited Liability Company.

**ARTICLE X
WITHDRAWAL, RESIGNATION, RETIREMENT,
DEATH, BANKRUPTCY OR EXPULSION**

In the event of the withdrawal, resignation, retirement, death, bankruptcy, expulsion or the occurrence of any other event which terminates the continued membership of a member, this Limited Liability Company will dissolve unless the members agree to continue in business under the terms and conditions approved by all remaining members.

In the event any member desires to withdraw, resign, retire from the Company, or such member (or the principal owner of the member if a company) becomes disabled so that he is unable to fulfill his obligations to the Company as specified in these Articles, the member shall have sixty (60) days notice of his intention in writing by registered or certified mail to the other members at the last known address of each member. If any member is adjudged incompetent or insane, his guardian shall give notice thereof to each of the other members in the same manner.

Any member may be expelled from membership in the Company by a two-third (2/3) majority vote of the other members on the following grounds:

1. Failure of a member to make, when due, any contribution required to be made, or to meet any other obligation to the Limited Liability Company under the terms of these Articles, when such failure has continued for a period of thirty (30) days after written notice thereof;

2. Adjudication of the member, or principal owner(s) of the member if a company, as insane or incompetent;

3. Disability of the member, or principal owner(s) of the member if a company, to the extent that he is unable to fulfill his obligations to the Company as specified in these Articles;

4. The making of an assignment for the benefit of creditors, the filing of a petition under the National Bankruptcy Act or under any similar law or statute of United States or any state thereof, or the adjudication of the member as a bankrupt or insolvent in proceedings filed against such member under any such act or statutes; or,

5. Any unlawful act causing damage to the Limited Liability Company.

On the occurrence of any event listed in the sub-paragraph above, the defaulting member may be expelled from membership in the Company by a two-thirds (2/3) majority vote of the remaining members, the Company shall pay the member or his estate the value of his interest in the Company, such value being determined by: (1) adding the value

of (a) his capital account, (b) his income account, and (c) any other amounts owed to him by the Company, and (2) subtracting from the sum of the above totals the sum of the total of any amount owed by him to the Company. Additionally, by two-thirds (2/3) majority of the remaining members, the Company may continue to pay the former member a portion of future earnings as determined by his contributions to those projected earnings.

- (a) The members may fix such prices by agreement of all members. Such price shall be signed by all members and shall bind any heirs or assigns unless otherwise designated in such agreement. Any such agreement must be signed by each member. Such purchase price shall only be binding for a twelve (12) month period.
- (b) If the members have failed to get a purchase price, the purchase price of the deceased, withdrawing or terminated member's interest shall be that member's proportionate membership interest of fair market value of the organization as a going concern (including tangible and intangible assets and good will) less organization's indebtedness, together with the full unwithdrawn portion of such deceased, withdrawing or terminated member's distributive share of any net profits. The fair market value shall be determined by two (2) certified public accountants licensed in Florida. One certified public accountant shall be determined by the member desiring to withdraw or terminate his interest or by the Personal Representative of a deceased member. The other certified public accountant shall be determined by the surviving member(s) in the case of a deceased member, or by the remaining member(s) in the case of a member who desires to withdraw or terminate his interest. The decision of the two certified public accountants shall be binding. If the two certified public accountants are unable to agree on the fair market value, the certified public accountant who has prepared the organization's last federal income tax return shall join with the two certified public accountants to determine the fair market value and the majority decision of the two certified public accountants and the certified public accountants having prepared the last federal income tax return for the organization shall be binding. In determining the fair market value, the certified public accountants are authorized to employ such appraisers or business persons knowledgeable in the type of business engaged in by the organization.

ARTICLE XI
DISSOLUTION, WINDING UP, LIQUIDATION

This Limited Liability Company shall be dissolved upon expiration of its term or existence or upon written consent of a two-thirds (2/3) majority of its membership interest.

Upon dissolution of the Company, it shall be wound up and liquidated as quickly as circumstances allow. The assets of the Company shall be applied to company liabilities in the following order:

1. Amounts owing creditors other than members.
2. Amounts owing to members other than for capital and profits.
3. Amounts owing to members in respect to capital.
4. Amounts owing to members in respect to profits.

ARTICLE XII
NOTICE TO MEMBERS

All notices to the members shall be deemed effective when given by personal delivery or by certified mail, return receipt requested.

ARTICLE XIII
AMENDMENTS

These Articles, except for the vested rights of the members, may be amended from time to time by a two-thirds (2/3) majority in interest of the members, and the amendments shall be filed, duly signed by all members of the Company, with the Florida Department of State. All members agree to abide by the majority decision and agree to sign the amendments for the purpose of filing with the Florida Department of State.

IN WITNESS WHEREOF, the parties hereto have executed these
Articles of Organization on this 28 day of December, 1998.

Jeffrey A. Haertel
JEFFREY A. HAERTEL

Rodney W. Poling
RODNEY W. POLING

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to take
acknowledgments, personally appeared JEFFREY A. HAERTEL, who produced _____
as identification or ☒ is personally
known to me, and who executed the foregoing instrument and he
acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last
aforesaid this 28th day of December, 1998.



Cynthia Ann Kennedy
MY COMMISSION # CC489954 EXPIRES
September 29, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

Cynthia Ann Kennedy
NOTARY PUBLIC

Cynthia Ann Kennedy
Notary Public Printed Name

My Commission Expires:
Commission No.:-

STATE OF MASSACHUSETTS
COUNTY OF Middlesex

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to take
acknowledgments, personally appeared RODNEY W. POLING, who produced
MA license as identification or _____ is
personally known to me, and who executed the foregoing instrument and
he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last
aforesaid this 26 day of December, 1998.

Michael P. Dube
NOTARY PUBLIC

Michael P. Dube
Notary Public Printed Name

My Commission Expires:
Commission No.: 3/11/2005

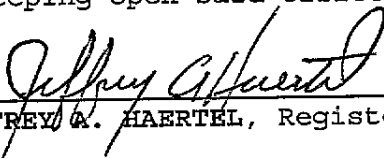
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First - that LAKE LIMO OF LAKE COUNTY, L.L.C., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Organization, at the City of Leesburg, County of Lake, State of Florida, has named JEFFREY A. HAERTEL, of 11235 Northern Avenue, Leesburg, Florida 34788, as its agent to accept service of process within this State.

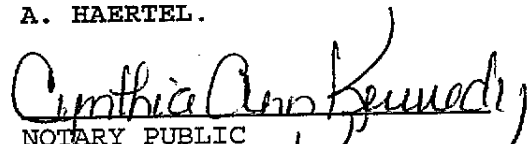

ACKNOWLEDGEMENT

Having been named to accept service of process for the above stated Company, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said offices.



JEFFREY A. HAERTEL, Registered Agent

Sworn to and subscribed before
me this 28th day of
December, 1998 by JEFFREY
A. HAERTEL.


NOTARY PUBLIC

Notary Public Printed Name

My Commission Expires:
Commission No.:

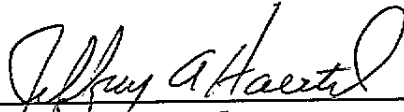


Cynthia Ann Kennedy
MY COMMISSION # CC489954 EXPIRES
September 29, 1999
BONDED THRU TROY FAIR INSURANCE, INC.

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of
LAKE LIMO OF LAKE COUNTY, L.L.C. deposes and says:

1. the above named limited liability company has at least two members;
2. the total amount of cash contribution by the member(s) is \$ 1,000.00.
3. if any, the agreed value of property other than cash contribution by member(s) is \$ N/A. A description of the property is attached and made a part hereto.
4. the total amount of cash or property anticipated to be contributed by member(s) is \$ 1,000.00. This total includes amounts from 2 and 3 above.



Jeffrey A. Haertel

In accordance with Section 608.408(c), Florida Statutes, the execution of this Affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

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