9900004192 103 N. MERIDIAN STREET, LO VER TALLAHASSEE, FL 32301 222-1173 FILING COVER SHEET ACCT. #FCA-14 CONTACT: **REF. #:** CORP. NAME: ( ) ARTICLES OF INCORPORATION ( ) ARTICLES OF AMENDMENT ( ) ARTICLES OF DISSOLUTION ( ) ANNUAL REPORT ( ) TRADEMARK/SERVICE MARK ) FICTITIOUS NAME ( ) CERT. OF AUTHORITY ( ) LIMITED PARTNERSHIP LIMITED LIABILITY ( ) REINSTATEMENT ( ) MERGER ( ) WITHDRAWAL ( ) CERTIFICATE OF CANCELLATION ( ) UCC-1 ( ) UCC-3 ( ) OTHER: STATE FEES PREPAID WITH CHECK# 5382 FOR \$ 346, 25 AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED COST LIMIT: \$ PLEASE RETURN: CERTIFIED COPY Examiner's Initials

# ON JUL 12 PH S: 11

## ARTICLES OF ORGANIZATION OF HOMETOWN STATION AFFORDABLE HOUSING, LLC

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, Florida Statutes (1995) Chapter 608, as amended, hereby makes, acknowledges and files the following Articles of Organization.

### ARTICLE I NAME

The name of the Limited Liability Company is HOMETOWN STATION AFFORDABLE HOUSING, LLC (the "Company").

## ARTICLE II ADDRESS

The mailing address and street address of the principal office of the Limited Liability Company is 742 N. W. 12<sup>th</sup> Avenue, Miami, Florida 33136.

## ARTICLE III DURATION

The existence of this limited liability company shall begin on the date of the filing of these Articles of Organization. The Company's existence shall be perpetual.

# ARTICLE IV REGISTERED OFFICE AND AGENT AND ADDRESS

The name and street address of the registered agent of the Company in the State of Florida is:

Name

Address

Jubilee/Hometown Station, Inc.

742 N. W. 12<sup>th</sup> Avenue Miami, Florida 33136

## ARTICLE V

ARTICLE V

ADMISSION OF NEW MEMBERS

The addition of a new member to the Company shall require the written consent of fifty-one (51%) percent voting interest of the members of the Company and upon such terms and conditions as shall be determined by such vote. A member may transfer his, her, its interest in the company as set forth in the regulations of the Company, but the transferee shall have no right to participate in the management of the business and affairs of the Company or become a member unless approved by a fifty-one (51%) percent vote at a duly constituted meeting of members.

#### ARTICLE VI TERMINATION

Within ninety (90) days of the occurrence of any event which would terminate the continued membership of a member of the Company, including but not limited to death, retirement, resignation, expulsion, bankruptcy or dissolution of a member, the Company shall terminate unless (a) a majority of the voting interest of the remaining members shall have voted to continue the business or (b) upon the death of the sole member, the successor to the interest of the member shall have voted to continue the business, and further provided that the company shall at all times have no less than one member.

#### ARTICLE VII **MANAGEMENT**

The Limited Liability Company is to be managed by the members and the name and address of the managing member is:

Name

Address

Jubilee/Hometown Station, Inc.

742 N. W. 12th Avenue Miami, Florida 33136

N9900004165

#### ARTICLE VIII **AMENDMENTS**

The Articles of Organization of this limited liability company may only be amended by the majority vote of the members. No member shall be obliged to contribute additional capital to the Company unless such obligation is approved and required by a majority vote of the members.

IN WITNESS WHEREOF, the undersigned member has made and subscribed these Articles of Organization at Miami, Dade County, Florida for the foregoing uses and purposes this of July, 1999.

JUBILE/HOMETOWN STATION, INC., a Florida not-for-profit corporation, its Managing Member

Francis V. Gudorf, Vice President

## ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent and to accept service of process for Hometown Station Affordable Housing, LLC at the place designated in this certificate, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accepts the obligations of its position as registered agent.

JUBILE/HOMETOWN STATION, INC., a Florida not-for-profit corporation

Francis V. Gudorf, Vice President

I:\W-CO\35241\009\LLC-ART.HSAH

#### **AFFIDAVIT**

#### STATE OF FLORIDA

#### COUNTY OF DADE

Francis V. Gudorf, being duly sworn, deposes and says:

- 1. That he is the Vice President of Jubilee/Hometown Station, Inc., a Florida not-for-profit corporation, the Managing Member of Hometown Station Affordable Housing, LLC, a Florida limited liability company (the "Company");
- 2. That the Company has at least one member;
- 3. That the members of the Company have contributed \$ 1,000 to the capital of the Company; and
- 4. That the members of the Company are not anticipated to contribute any additional capital to the Company, and that no non-cash property has been or will be contributed to the Company.

And further affiant sayeth naught.

JUBILE/HOMETOWN STATION, INC., a

Florida not-for-profit corporation

Francis V. Gudorf, Vice Presiden

The foregoing instrument was acknowledged before me this gfl day of July, 1999, by Francis V. Gudorf as Vice President of Jubilee/Hometown Station, Inc., a Florida not-for-profit corporation, the Managing Member of Hometown Station Affordable Housing, LLC, a Florida limited liability company (the "Company") who is personally known to me or who has produced a driver's license as identification and who did (did not) take an oath.

Print or Stamp Name:

Notary Public, State of Florida at Large

Commission No.:

My Commission Expires:

I:\W-CO\35241\009\CAP-AFF.HSAH

OFFICIAL NOTARY SEAL
JOHN M RAWICZ
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC836135
MY COMMISSION EXP. MAY 11,2003