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LIMITED LIABILITY AMENDMENT

STANLEY VANDROFF, L.L.C.

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AMENDED AND RESTATED
ARTICLES OF ORGANIZATION OF
STANLEY VANDROFF, L.L.C.

ARTICLE I

The name of this Limited Liability Company shall be Stanley Vandroff, L.L.C., a Florida limited liability company.

ARTICLE II

The term for which Stanley Vandroff, L.L.C. (the "Company") shall exist shall be perpetual.

ARTICLE III

Stanley Vandroff, L.L.C. is created to engage in any lawful act, business or activity for which limited liability companies may be formed under the laws of the State of Florida and to do any and all other things which are necessary, desirable or incidental to the foregoing purpose.

ARTICLE IV

The principal place of business and mailing address of Stanley Vandroff, L.L.C. shall be 4215 Southpoint Blvd., Suite 100, Jacksonville, Florida 32216, and such other place or places as the Members from time to time may determine.

ARTICLE V

The initial registered agent of Stanley Vandroff, L.L.C. shall be Lewis Ansbacher whose address is 4215 Southpoint Boulevard, Suite 100, Jacksonville, Florida, 32216.

ARTICLE VI

Stanley Vandroff, L.L.C. will be managed by its sole Member, Stanley Vandroff.

ARTICLE VII

1. The Company shall not own any asset other than the real estate described in Exhibit A annexed hereto (the "Property").

2. For so long as the loan held by Norwest Bank Minnesota, N.A., as Trustee for Registered Holders of First Union-Lehman Brothers - Bank of America Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 1998-C2, its successors and/or assigns, in the original principal amount of \$1,910,000 and secured by a H99000026722

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mortgage/deed of trust on the Property (such loan, as modified, amended, or extended, the "Loan") shall remain in existence and unpaid, the Company shall not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan or unsecured trade debt incurred in the ordinary course of business, provided such trade debt does not remain outstanding for more than 60 days.

3. The Company shall not engage in any business other than those necessary for the ownership, management or operation of the Property and any business transactions with any member or affiliate of the Company or any affiliate of any member of the Company shall be entered into upon the terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than an affiliate of the Company or any member or an affiliate of any member of the Company. The Company shall be conducted and operated solely for the purpose of owning, managing and operating the Property.

4. The Company shall not make any loans or advances to any third party (including any affiliate of the Company or any member or principal or an affiliate of any member or principal of the Company).

5. The Company shall be solvent and pay its liabilities from its assets as the same shall become due, and the managing member of the Company shall be solvent and pay its liabilities from its assets as the same shall become due.

6. The Company shall at all times maintain books and records and bank accounts separate from all parties, including but not limited to, those of its affiliates, including its members.

7. The Company shall be, and at all times shall hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate thereof, including any member or any affiliate of any member of the Company).

8. The Company shall file its own tax returns.

9. The Company shall maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations.

10. For so long as the Loan remains outstanding, the Company shall not seek or consent to the dissolution or winding up, in whole or in part, of the Company nor shall the Company permit the managing member of the Company to consent to the dissolution or liquidation in whole or in part of the Company. In the event of a dissolution of the Company effected by the withdrawal or addition of a member, the Company shall continue its existence unless the members unanimously vote to dissolve the Company. In the event of any dissolution of the Company, the Company shall not liquidate its interest in the Property without the prior written consent of Lender.

11. The Company shall not commingle the funds and other assets of the Company with those of any member of the Company, any affiliate of a member of the Company or any other person.

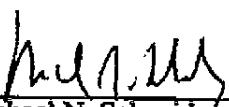
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12. As long as the Loan remains outstanding, the Company shall not amend the foregoing provisions of this Articles of Organization.

13. To the extent of any inconsistency between the provisions of this Article VII and any other provision of these Articles of Organization, the provisions of this Article VII shall prevail.

IN WITNESS WHEREOF, these Articles of Organization have been duly executed.


Michael N. Schneider,
Authorized Representative

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 Stanley Vandroff, L.L.C.
2. The name and address of the registered agent and office is:

Lewis Ansbacher
4215 Southpoint Blvd, Suite 100
Jacksonville, FL 32216

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.


Lewis Ansbacher

10/22/99
Date

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EXHIBIT "A"**PARCEL 3.**

A PARCEL OF LAND SITUATED IN THE FRANCIS RICHARD GRANT, SECTION 56, TOWNSHIP 3 SOUTH, RANGE 27 EAST, OF THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SOUTH-SIDE BOULEVARD STATE ROAD NO. 118, A 250 FOOT RIGHT OF WAY AS NOW ESTABLISHED WITH THE NORTHERLY RIGHT OF WAY LINE OF TOLSON ROAD (COUNTY ROAD NO. 3117, A VARIABLY WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) THENCE SOUTH 40° 37' 17" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID TOLSON ROAD, A DISTANCE OF 3103 FEET; THENCE SOUTH 85° 28' 00" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 9781 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 45431.6 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, A DISTANCE OF 11286 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 86° 10' 42" WEST, 11286 FEET; THENCE NORTH 11° 56' 24" WEST, A DISTANCE OF 23908 FEET; THENCE NORTH 87° 53' 19" EAST, A DISTANCE OF 20637 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED SOUTH-SIDE BOULEVARD, SAID POINT ALSO LYING ON THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 115091.6 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, 20637 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03° 47' 56" EAST, 20637 FEET.

Said Parcel 3 together with that certain Access Easement; Utility Easement; Stormwater Retention Easement; and Maintenance Easement, all as created in that certain Agreement Concerning: The Imposition of Certain Easements, Covenants, Conditions and Escrow Arrangement dated May 2, 1997, and recorded in Official Records Book 8613, page 1513, as amended by First Amendment to Agreement by and among Arthur Chester Skinner, Jr., Charles Brighman Skinner and Mary Virginia Skinner Jones; CNL American Properties Fund, Inc. and Regency Realty Group, Inc., said First Amendment to Agreement to be recorded in the public records of Duval County, Florida, each easement more particularly described as follows:

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EXHIBIT "A"

Access Easement (shown on Exhibit "D" and described on Exhibit "E") in that certain Agreement Concerning: The Imposition of Certain Easements, Covenants, Conditions and Escrow Arrangement dated May 2, 1997, and recorded in Official Records Book 8613, page 1513, as amended by First Amendment to Agreement by and among Arthur Chester Skinner, Jr., Charles Brightman Skinner and Mary Virginia Skinner Jones; CNL American Properties Fund, Inc. and Regency Realty Group, Inc., said First Amendment to Agreement to be recorded in the public records of Duval County, Florida, over the following described parcel:

52 FOOT CROSS ACCESS EASEMENT:

An easement situated in the Francis Richard Grant, Section 56, Township 3 South, Range 27 East, of the City of Jacksonville, Duval County, Florida, said easement being more particularly described as follows: For a Point of Beginning BEGIN at the intersection of the Westerly right of way line of Southside Boulevard (State Road No. 115, a 250 foot right of way as now established) with the Northerly right of way line of Touchton Road (County Road No. 3117, a variable width right of way as now established); thence South 40°37'17" West, a distance of 31.03 feet; thence South 85°28'00" West, a distance of 97.81 feet to a point of curvature, said curve being concave Northerly and having a radius of 4,543.16 feet; thence along and around the arc of said curve, a distance of 112.86 feet, said curve being subtended by a chord bearing of South 86°10'42" West, a distance of 112.85 feet; thence North 11°58'24" West, a distance of 52.44 feet; thence along a curve, said curve being concave Northerly and having a radius of 4,595.16 feet, said curve being parallel to the aforementioned right of way line of Touchton Road a distance of 52.00 feet; thence along and around the arc of said curve a distance of 130.29 feet, said arc being subtended by a chord bearing and distance of North 86°07'55" East, a distance of 120.28 feet; thence North 85°28'00" East, a distance of 49.33 feet to a point of curvature, said curve being concave Northwesterly and having a radius of 18.00 feet; thence along and around the arc of said curve a distance of 28.44 feet to a point of curvature, said curve being concave Easterly and having a radius of 11,611.16 feet, said curve also lying parallel to the aforementioned Westerly right of way line of Southside Boulevard, a distance of 52.00 feet; thence along and around the arc of said curve a distance of 717.40 feet; thence North 87°53'29" East, a distance of 48.88 feet; thence South 61°13'46" East, a distance of 5.60 feet to a point lying on the aforementioned Westerly right of way line of Southside Boulevard, said right of way line being a curve, said curve being concave Easterly and having a radius of 11,559.16 feet; thence along and around the arc of said curve a distance of 761.63 feet to the POINT OF BEGINNING, said curve being subtended by a chord bearing and distance of South 02°20'11" East, a distance of 761.49 feet.

EXHIBIT "A"

Utility Easement (shown on Exhibit "D" and described on Exhibit "F") in that certain Agreement Concerning: The Imposition of Certain Easements, Covenants, Conditions and Escrow Arrangement dated May 2, 1997, and recorded in Official Records Book 8613, page 1513, as amended by First Amendment to Agreement by and among Arthur Chester Skinner, Jr., Charles Brightman Skinner and Mary Virginia Skinner Jones; CNL American Properties Fund, Inc. and Regency Realty Group, Inc., said First Amendment to Agreement to be recorded in the public records of Duval County, Florida, over the following described parcel:

35 FOOT WATER AND SEWER EASEMENT:

An easement situated in the Francis Richard Grant, Section 56, Township 3 South, Range 27 East, of the City of Jacksonville, Duval County, Florida, said easement being more particularly described as follows: For a Point of Beginning BEGIN at the intersection of the Northwestern right of way line of Southside Boulevard (State Road No. 115, a 250 foot right of way as now established) with the Northernly right of way line of Touchton Road (County Road No. 3117, a variable width right of way as now established); thence South $40^{\circ}37'17''$ West, a distance of 31.03 feet; thence South $85^{\circ}25'00''$ West, a distance of 13.10 feet; thence along a curve, said curve lying parallel to the aforementioned Westerly right of way line of Southside Boulevard, a distance of 35.00 feet, said curve being concave Easterly and having a radius of 11,594.16 feet; thence along and around the arc of said curve, a distance of 786.34 feet, said arc being subtended by a chord bearing and distance of North $02^{\circ}23'20''$ West, a distance of 786.69 feet; thence North $87^{\circ}53'29''$ East, a distance of 31.87 feet; thence South $61^{\circ}13'46''$ East, a distance of 3.60 feet to a point, said point lying on the Westerly right of way line of Southside Boulevard, said right of way line being a curve, said curve being concave Easterly and having a radius 11,559.16 feet; thence along and around the arc of said curve, a distance of 761.63 feet to the POINT OF BEGINNING, said arc being subtended by a chord bearing and distance of South $02^{\circ}20'11''$ East, 761.49 feet.

EXHIBIT "A"

Stormwater Detention Easement (shown on Exhibit "D" and described on Exhibit "G") in that certain Agreement Concerning: The Imposition of Certain Easements, Covenants, Conditions and Escrow Arrangement dated May 2, 1997, and recorded in Official Records Book 8613, page 1513, as amended by First Amendment to Agreement by and among Arthur Chester Skinner, Jr., Charles Brightman Skinner and Mary Virginia Skinner Jones; CNL American Properties Fund, Inc. and Regency Realty Group, Inc., said First Amendment to Agreement to be recorded in the public records of Duval County, Florida, over the following described parcel:

STORMWATER DETENTION EASEMENT:

An easement situated in the Francis Richard Grant, Section 56, Township 3 South, Range 27 East, of the City of Jacksonville, Duval County, Florida, said easement being more particularly described as follows: COMMENCE at the intersection of the Westerly right of way line of Southside Boulevard (State Road No. 115, a 250 foot right of way as now established) with the Northerly right of way line of Touchton Road (County Road No. 3117, a variable width right of way as now established); thence South 40°37'17" West, along the Northerly right of way line of said Touchton Road a distance of 31.03 feet; thence South 85°28'00" West, along said right of way line, a distance of 97.81 feet to a point of curvature, said curve being concave Northerly and having a radius of 4,543.16 feet; thence along and around the arc of said curve a distance of 82.58 feet to the POINT OF BEGINNING, said curve being subtended by a chord bearing and distance of South 46°22'09" West, 82.58 feet; thence continue along the aforementioned curve a distance of 30.27 feet, said curve being subtended by a chord bearing and distance of South 85°59'27" West, a distance of 30.27 feet; thence North 1°58'24" West, a distance of 805.55 feet; thence North 87°53'29" East, a distance of 141.35 feet; thence South 02°06'32" East, a distance of 193.57 feet to a point of curvature, said curve being concave Northwesterly and having a radius of 18.00 feet; thence along and around the arc of said curve, a distance of 17.81 feet, said curve being subtended by a chord bearing and distance of South 26°13'52" West, a distance of 17.09 feet to a point of curvature, said curve being concave Southeasterly and having a radius of 74.84 feet; thence along and around the arc of said curve a distance of 74.04 feet, said curve being subtended by a chord bearing and distance of South 26°13'56" West, a distance of 71.06 feet; thence South 01°49'01" East, a distance of 120.44 feet; thence South 11°58'24" East, a distance of 404.86 feet to the POINT OF BEGINNING.

EXHIBIT "A"

Maintenance Easement (shown on Exhibit "D" and described on Exhibit "H") in that certain Agreement Concerning: The Imposition of Certain Easements, Covenants, Conditions and Escrow Arrangement dated May 2, 1997, and recorded in Official Records Book 8613, page 1513, as amended by First Amendment to Agreement by and among Arthur Chester Skinner, Jr., Charles Brightman Skinner and Mary Virginia Skinner Jones; CNL American Properties Fund, Inc. and Regency Realty Group, Inc., said First Amendment to Agreement to be recorded in the public records of Duval County, Florida, over the following described parcel:

MAINTENANCE EASEMENT:

An easement situated in the Francis Richard Grant, Section 36, Township 3 South, Range 27 East, of the City of Jacksonville, Duval County, Florida, said easement being more particularly described as follows: COMMENCE at the intersection of the Westery right of way line of Southside Boulevard (State Road No. 115, a 250 foot right of way as now established) with the Northerly right of way line of Touchton Road (County Road No. 3117, a variable width right of way as now established); thence South 40°37'17" West, along the Northerly right of way line of said Touchton Road, a distance of 31.03 feet; thence South 85°28'00" West, along said right of way line, a distance of 97.81 feet to a point of curvature, said curve being concave Northerly and having a radius of 4,543.16 feet; thence along and around the arc of said curve a distance of 82.58 feet, said curve being subtended by a chord bearing and distance of South 86°22'09" West, a distance of 82.58 feet; thence North 11°58'24" West, a distance of 382.86 feet to the POINT OF BEGINNING; thence continue North 11°58'24" West, a distance of 22.01 feet; thence North 01°49'01" West, a distance of 120.44 feet to a point of curvature, said curve being concave Southeasterly and having a radius of 74.84 feet; thence along and around the arc of said curve a distance of 74.04 feet, said curve being subtended by a chord bearing and distance of North 26°13'56" East, 71.06 feet to a point of curvature, said curve being concave Northwesterly and having a radius of 18.00 feet; thence along and around the arc of said curve, a distance of 17.81 feet, said curve being subtended by a chord bearing and distance of North 26°13'52" East, a distance of 17.09 feet; thence North 02°06'32" West, a distance of 167.57 feet; thence North 87°53'28" East, a distance of 172.47 feet; thence along a curve, said curve being concave Easterly and having a radius of 11,611.16 feet; thence along and around the arc of said curve a distance of 30.01 feet, said curve being subtended by a chord bearing and distance of South 00°39'33" East, a distance of 30.01 feet; thence South 87°53'28" West, a distance of 136.71 feet; thence South 02°06'32" East, a distance of 136.94 feet; thence South 30°33'34" West, a distance of 81.82 feet; thence South 08°45'31" West, a distance of 154.57 feet to the POINT OF BEGINNING.