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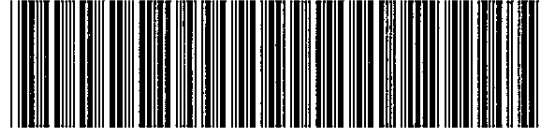
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*Amended &
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*RR
7/1/04*



CORPORATION SERVICE COMPANY*

ACCOUNT NO. : 072100000032

REFERENCE : 787434 161599A

AUTHORIZATION : *Patricia Pigute*

COST LIMIT : \$ 43.75

ORDER DATE : July 1, 2004

ORDER TIME : 11:20 AM

ORDER NO. : 787434-015

CUSTOMER NO: 161599A

CUSTOMER: Jeffrey J. Wolfe, Esq.
Daryl Cramer & Associates, Pa
Suite 508
3801 Pga Boulevard
Palm Beach Gard, FL 33410

DOMESTIC AMENDMENT FILING

NAME: GOLDEN VISTA GENERAL PARTNER,
INC.

EFFECTIVE DATE:

XX RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Susie Knight -- EXT# 2956

EXAMINER'S INITIALS: _____

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
GOLDEN VISTA GENERAL PARTNER, INC.**

FILED
04 JUL -1 PM 3:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1007, Florida Statutes, the undersigned Corporation hereby amends and restates, in its entirety, its Articles of Incorporation originally filed with the Secretary of State on October 18, 1993. These Amended and Restated Articles of Incorporation were duly adopted by the shareholders and Board of Directors of this Corporation on June 30, 2004 by a unanimous vote of the shareholders and Board of Directors.

**ARTICLE I
NAME OF CORPORATION**

The name of this Corporation shall be "Golden Vista General Partner, Inc." (the "Corporation").

**ARTICLE II
MAILING ADDRESS**

The mailing address of the Corporation is c/o Daryl Cramer & Associates, P.A., 3801 PGA Boulevard, Suite 508, Palm Beach Gardens, Florida 33410-2758.

**ARTICLE III
PURPOSE**

The nature of the business and the purposes to be conducted and promoted by the Corporation shall be solely to (i) act as general partner of Golden Vista Apartments, Ltd., a Florida limited partnership ("Project Partnership"), and (ii) to take any and all action as may be required pursuant to the agreement of limited partnership of the Project Partnership, as amended.

**ARTICLE IV
CAPITAL STOCK**

The Corporation is authorized to issue One Thousand (1,000) shares of One Dollar (\$1.00) par value common stock.

ARTICLE V
INITIAL REGISTERED OFFICE AND AGENT

The street address of the registered office of this Corporation is c/o Daryl Cramer & Associates, 3801 PGA Boulevard, Suite 508, Palm Beach Gardens, Florida 33410-2758, and the name of the registered agent of this Corporation at that address is Daryl Cramer & Associates, P.A.

ARTICLE VI
BOARD OF DIRECTORS

This Corporation shall initially have two (2) directors. The number of directors may either be increased or diminished from time to time in accordance with the Bylaws of the Corporation, but shall never be less than one (1). The name and address of the directors of this Corporation are as follows:

Fabrizio Lucchese
c/o The Jaymor Group
105 West Beaver Creek
Suites 9 & 10
Richmond Hill, Ontario
Canada L4B 1C6

William P. Myers
c/o The Jaymor Group
105 West Beaver Creek
Suites 9 & 10
Richmond Hill, Ontario
Canada L4B 1C6

ARTICLE VII
INDEMNIFICATION

Section 1. Indemnification.

(a) The Corporation (and any successor to the Corporation by merger or otherwise) shall, and does hereby indemnify, to the fullest extent permitted or authorized by current or future legislation (specifically including the full extent of indemnification permitted by Florida law), or current or future judicial or administrative decisions (but, in the case of any such future legislation or decisions, only to the extent that it permits the Corporation to provide broader indemnification rights than permitted prior to such legislation or decision), each person (including the heirs, personal representatives, executors, administrators and estate of the person) who was or is a party, or is threatened to be made a party, or was or is a witness, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and any appeal therefrom (collectively, a "Proceeding"), against all liability (which for purposes of this Article includes all judgments, settlements, penalties, fines and taxes under the Employee Retirement Income Security Act of 1974, as amended) and costs, charges, and expenses (including attorneys' fees) asserted against him or incurred by him by reason of the fact that the person is or was (i) a

director, or (ii) an officer or an employee of the Corporation who is specifically granted the indemnification rights provided hereby by the Board of Directors, or (iii) serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including serving as a fiduciary of an employee benefit plan) and as to whom the Board has granted the right to indemnification provided hereby (each an "Indemnified Person").

(b) Notwithstanding the foregoing, except with respect to the indemnification specified in the third sentence of Section 3 of this Article, the Corporation shall indemnify an Indemnified Person in connection with a Proceeding (or part thereof) initiated by an Indemnified Person only if authorization for the Proceeding (or part thereof) was not denied by the Board of Directors of the Corporation, acting in its sole discretion, within 60 days after receipt of notice thereof from the Indemnified Person.

Section 2. Advance of Costs, Charges and Expenses. Costs, charges and expenses (including attorneys' fees) incurred by an Indemnified Person in defending a Proceeding shall be paid by the Corporation to the fullest extent permitted or authorized by current or future legislation or current or future judicial or administrative decisions (but, in the case of any future legislation or decisions, only to the extent that it permits the Corporation to provide broader rights to advance costs, charges and expenses than permitted prior to the legislation or decisions) in advance of the final disposition of the Proceeding, upon receipt of an undertaking reasonably satisfactory to the Board of Directors (the "Undertaking") by or on behalf of the Indemnified Person to repay all amounts so advanced if it is ultimately determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article; provided that, in connection with a Proceeding (or part thereof) initiated by such Indemnified Person (except a Proceeding authorized by the second sentence of Section 3 of this Article), the Corporation shall pay the costs, charges and expenses in advance of the final disposition of the Proceeding only if authorization for the Proceeding (or part thereof) was not denied by the Board of Directors of the Corporation, acting in its sole discretion, within 60 days after receipt of a request for advancement accompanied by an Undertaking. A person to whom costs, charges and expenses are advanced pursuant to this Article shall not be obligated to repay pursuant to the Undertaking until the final determination of (a) the pending Proceeding in a court of competent jurisdiction concerning the right of that person to be indemnified or (b) the obligation of the person to repay pursuant to the Undertaking.

The Board of Directors may, upon approval of the Indemnified Person, authorize the Corporation's counsel to represent the Indemnified Person in any action, suit or proceeding, whether or not the Corporation is a party to the action, suit or proceeding. In the event that the Corporation's counsel is representing the Indemnified Person and subject to any limitations imposed by law or any insurance policy referred to in Section 5 of this Article, any Indemnified Person shall have the right to retain separate counsel and to have the fees and expenses of such counsel paid as incurred as provided herein in the event such person reasonably believes that there is an actual or potential

conflict in interest between the Corporation and such person or in the event the Corporation or its insurer shall have failed to assume the defense and employ counsel acceptable to such person within a reasonable period of time after commencement of any action.

Section 3. Procedure For Indemnification. Any indemnification or advance under this Article shall be made promptly, and in any event within 60 days after delivery of the written request of the Indemnified Person. The right to indemnification or advances as granted by this Article shall be enforceable by an Indemnified Person in any court of competent jurisdiction if the Corporation denies the request under this Article in whole or in part, or if no disposition of the request is made within the 60-day period after delivery of the request. The requesting person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any action shall also be indemnified by the Corporation. It shall be a defense available to the Corporation to assert in the action that indemnification is prohibited by law or that the claimant has not met the standard of conduct, if any, required by current or future legislation or by current or future judicial or administrative decisions for indemnification (but, in the case of future legislation or decision, only to the extent that the legislation does not impose a more stringent standard of conduct than permitted prior to the legislation or decisions). The burden of proving this defense shall be on the Corporation. Neither (a) the failure of the Corporation (including its Board of Directors or any committee thereof, its independent legal counsel, and its shareholders) to have made a determination (prior to the commencement of the action) that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct, if any, nor (b) the fact that there has been an actual determination by the Corporation (including its Board of Directors or any committee thereof, its independent legal counsel, and its shareholders) that the claimant has not met the applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 4. Survival of Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may now or hereafter be entitled under any by-law, statute, agreement, vote of shareholders or disinterested directors or recommendation of counsel or otherwise, both as to actions in the person's capacity as a director, officer or employee and as to actions in another capacity while still a director, officer or employee, and shall continue as to an Indemnified Person who has ceased to be a director or officer or employee and shall inure to the benefit of the estate, heirs, personal representatives, beneficiaries, executors and administrators of such a person. All rights to indemnification and advances under this Article shall be deemed to be a contract between the Corporation and each Indemnified Person who is an Indemnified Person at any time while this Article is in effect. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the Florida Business Corporation Act or any other applicable laws shall not in any way diminish the rights to indemnification of such Indemnified Person or the obligations of the Corporation arising hereunder for claims relating to matters occurring prior to the repeal or modification. The Board of Directors of the Corporation shall have the authority, by resolution, to provide for indemnification of officers, employees or

agents of the Corporation and for such other indemnification of Indemnified Persons as it deems appropriate.

Section 5. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including serving as a fiduciary of an employee benefit plan), against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article or the applicable provisions of the Florida Business Corporation Act.

Section 6. Savings Clause. If this Article or any portion is invalidated or held to be unenforceable on any ground by a court of competent jurisdiction, the Corporation shall nevertheless indemnify each Indemnified Person described in Section 1 of this Article to the fullest extent permitted by all applicable portions of this Article that have not been invalidated or adjudicated unenforceable, and as permitted by applicable law.

ARTICLE VIII PREEMPTIVE RIGHTS

Every Shareholder, upon the sale for cash of any new stock of this Corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his pro rata share thereof (as nearly as may be done without the issuance of fractional shares) at the price at which it is offered to others.

ARTICLE IX AMENDMENT OF ARTICLES

Subject to the provisions of Article X, the Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on shareholders herein are granted subject to this reservation.

ARTICLE X SPECIAL PURPOSE ENTITY PROVISIONS

Notwithstanding any provision hereof, of the Bylaws, or of any other document governing the formation, management or operation of the Corporation to the contrary, the following shall govern.

Section 1. Certain Prohibited Activities. The Corporation shall be subject to the following provisions:

(a) From and after the Project Partnership incurs an obligation under the Loan (as hereinafter defined) and so long as the Loan remains outstanding, the Corporation shall not incur or be obligated for indebtedness, except as it is liable for such indebtedness in its capacity as a general partner of the Project Partnership, which shall be limited to obligations in connection with the Loan and obligations in the ordinary course of business of the Project Partnership that are related to the 120 units and related amenities on that certain real property consisting of approximately 7.0 acres, together with all improvements located thereon, at 7325 Goldenpointe Boulevard, in the City of Orlando, County of Orange, State of Florida (the "Project").

(b) The Corporation shall not dissolve, liquidate, consolidate or merge with or into any other entity or sell substantially all of its assets for so long as that certain loan up to the original principal amount of \$5,950,000 (together with extensions, renewals and modifications, if any, the "Loan"), by and between the Project Partnership, as the borrower, and Union Capital Investments, LLC, as the lender (together with its successors and assigns, the "Lender"), which Loan is secured by a mortgage on the Project, remains outstanding.

(c) The shareholders of the Corporation shall not transfer any direct or indirect ownership interest in the Corporation such that the transferee owns, in the aggregate with the ownership interests of its Affiliates (as defined in Section 4 of this Article), more than a 49% interest in the Corporation, unless (i) such transfer is conditioned upon the delivery of an acceptable non-consolidation opinion to the holder of the Loan, and to any applicable rating agency concerning, as applicable, the Corporation, the new transferee and/or their respective owners and (ii) the applicable rating agency confirms that the transfer will not result in a qualification, withdrawal or downgrade of any security rating.

(d) The Corporation shall serve in the capacity of a general partner in the Project Partnership and shall own at least a 0.5% interest therein, so long as the Loan is outstanding.

Section 2. Separateness Covenants. In order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in the Articles of Incorporation of the Corporation, the Corporation shall, and is required to cause the Project Partnership to, conduct its affairs in accordance with the following provisions:

(a) To maintain books, records, financial statements and bank accounts separate from any other person or entity.

(b) To maintain its bank accounts separate from any other person or entity.

- (c) Not to commingle its assets with those of any other person or entity and to hold all of its assets in its own name.
- (d) To conduct its own business in its own name.
- (e) To maintain separate financial statements, showing its assets and liabilities separate and apart from any other person or entity and not to have its assets listed on the financial statement of any other person or entity.
- (f) To file its tax returns separate from any other entity and not to file a consolidated federal income tax return with any other corporation.
- (g) To pay its own liabilities and expenses only out of its own funds.
- (h) To observe all corporate organizational formalities.
- (i) To enter into transactions with Affiliates only on a commercially reasonable basis and on terms similar to those in an arm's-length transaction.
- (j) To pay the salaries of its own employees from its own funds.
- (k) To maintain a sufficient number of employees in light of its contemplated business operations.
- (l) Not to guarantee or become obligated for the debts of any other person or entity (except to the extent the Corporation is liable for the Project Partnership's obligations due to its capacity as a general partner).
- (m) Not to hold out its credit as being available to satisfy the obligations of any other person or entity.
- (n) Not to acquire the obligations or securities of its Affiliates or owners, including partners, members or shareholders, as appropriate.
- (o) Not to make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (except for cash and investment grade securities).
- (p) To allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including paying for office space and services performed by an employee of an Affiliate.

- (q) To use separate stationary, invoices and checks bearing its own name.
- (r) Not to pledge its assets for the benefit of any other person or entity.
- (s) To hold itself out as a separate entity.
- (t) To correct any known misunderstanding regarding its separate identity.
- (u) Not to identify itself as a division of any other person or entity.
- (v) To maintain adequate capital in light of its contemplated business operations.
- (w) Not to form or acquire any subsidiaries other than an interest in the Project Partnership.

Section 3. Actions Requiring Unanimous Consent of Directors. The unanimous consent of all directors of the Corporation is required for the Corporation to, and for the Corporation to cause the Project Partnership to:

- (a) File or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law or otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally.
- (b) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or the Project Partnership, or a substantial portion of any of their properties.
- (c) Make any assignment for the benefit of the creditors of the Corporation or the Project Partnership.
- (d) Take any action in furtherance of any of the foregoing items described in this Section 3.

Section 4. Definitions. Solely for purpose of this Article X, the following terms shall have the following meanings:

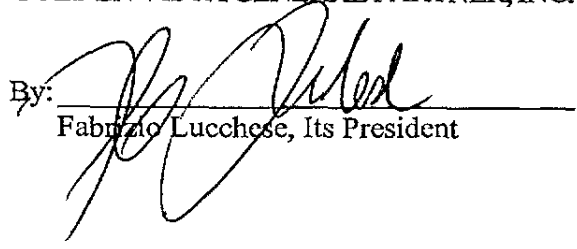
- (a) "Affiliate" means any person controlling or controlled by or under common control with the Corporation, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the Corporation or any Affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from the Corporation or any Affiliate. For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to direct

or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

Section 5. Amendment. Article III and this Article X shall not be amended or repealed without the consent of the Lender, or, after the securitization of the Loan only if the Project Partnership receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the Lender or its assigns.

IN WITNESS WHEREOF, the undersigned officer has executed on behalf of the Corporation these Amended and Restated Articles of Incorporation this 30 day of June, 2004.

GOLDEN VISTA GENERAL PARTNER, INC.

By: 
Fabrizio Lucchese, Its President

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