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SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 MAY 30 PM 3:22

Amend
@ 5/31/12

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: A.M.E. HOUSING AGENCY OF FLORIDA, INC.

DOCUMENT NUMBER: 742601

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Brenda B. Ezell

(Name of Contact Person)

Ezell Law Firm, P.A.

(Firm/ Company)

3650 Cardinal Point Dr., Suite 202

(Address)

Jacksonville, FL 32223

(City/ State and Zip Code)

brenda@ezellfirmpa.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Brenda Ezell

(Name of Contact Person)

at (**904**) **240-4560**

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed) |
|---|--|---|--|

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

Change PT John Doe
 Remove V Mike Jones
 Add SV Sally Smith

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input checked="" type="checkbox"/> <u>Change</u> <input type="checkbox"/> <u>Add</u> <input type="checkbox"/> <u>Remove</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
2) <input type="checkbox"/> <u>Change</u> <input type="checkbox"/> <u>Add</u> <input type="checkbox"/> <u>Remove</u>	_____	_____	_____
3) <input type="checkbox"/> <u>Change</u> <input type="checkbox"/> <u>Add</u> <input type="checkbox"/> <u>Remove</u>	_____	_____	_____
4) <input type="checkbox"/> <u>Change</u> <input type="checkbox"/> <u>Add</u> <input type="checkbox"/> <u>Remove</u>	_____	_____	_____
5) <input type="checkbox"/> <u>Change</u> <input type="checkbox"/> <u>Add</u> <input type="checkbox"/> <u>Remove</u>	_____	_____	_____
6) <input type="checkbox"/> <u>Change</u> <input type="checkbox"/> <u>Add</u> <input type="checkbox"/> <u>Remove</u>	_____	_____	_____

AMENDMENT TO
ARTICLES OF INCORPORATION
OF
A.M.E. HOUSING AGENCY OF FLORIDA, INC.

THIS AMENDMENT TO ARTICLES OF INCORPORATION AND BYLAWS OF A.M.E. HOUSING AGENCY OF FLORIDA, INC. (this "Amendment") is made effective as of May 31, 2012 by the directors of the Company.

Recitals

A. A.M.E. Housing Agency of Florida, Inc. (the "Company") is a non-profit Florida corporation.

B. The Company operates pursuant to the terms of the Articles of Incorporation, filed with Florida Department of State on April, 28, 1978 (the "Articles"), as amended, and Bylaws of the Company (the "Bylaws"), as amended (collectively, the "Original Organizational Documents").

C. Except as otherwise provided in this Amendment, the words and terms defined in the Original Organizational Documents shall have the same meanings when used herein as are ascribed thereto in the Original Organizational Documents.

D. The Company has elected to refinance the multifamily housing project owned by the Company, commonly known as Morris Manor Apartments (the "Project") with a mortgage loan from CWCapital LLC, a Massachusetts limited liability company, in an amount not to exceed \$4,863,400.00 (the "HUD Loan") to be insured by the Secretary of Housing and Urban Development ("HUD") under Section 207, pursuant to Section 223(f), of the National Housing Act, as amended.

E. In connection with the closing of the HUD Loan, HUD has required that certain provisions of the Original Organizational Documents be amended, and the directors of the Company have agreed to amend the Original Organizational Documents as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. A new Article XI shall be inserted in the Articles and a new Article XI shall be inserted in the Bylaws, as follows:

"Section 1: HUD PROVISIONS: The provisions of this Article 11 shall apply for so long as (and only for so long as) the Project is subject to a mortgage loan which is insured or held by the Secretary of Housing and Urban Development ("HUD"), its successors or assigns.

- (a) If any of the provisions of the organizational documents of the Company, including the Articles, the Bylaws, or any actions or resolutions of the Company (collectively, the "Organizational Documents") conflict with the terms of the \$4,863,400.00 HUD-insured Note (Multistate) from the Company to CWC Capital LLC (the "Note"), the Open-End Multifamily Mortgage, Assignment of Leases and Rents, and Security Agreement securing the Note (the "Security Instrument"), or the Regulatory Agreement for Multifamily Housing Projects between the Company and HUD (the "HUD Regulatory Agreement" and, collectively with the Note and the Security Instrument, the "HUD Loan Documents"), the provisions of the HUD Loan Documents shall control.
- (b) So long as HUD is the insurer or holder of the Note, no provision required by HUD to be inserted into the Organizational Documents may be amended without HUD's prior written approval.
- (c) None of the following will have any force or effect without the prior written consent of HUD:
- a. Any amendment that modifies the term of Borrower's existence;
 - b. Any amendment that triggers application of the HUD previous participation certification requirements (as set forth in Form HUD-2530, Previous Participation Certification, or 24 C.F.R. § 200.210, et seq.);
 - c. Any amendment that in any way affects the HUD Loan Documents;
 - d. Any amendment that would authorize any member, partner, owner, officer or director, other than the one previously authorized by HUD, to bind the Borrower entity for all matters concerning the project which require HUD's consent or approval;
 - e. A change that is subject to the HUD TPA requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1, or that requires a vote of those who control the Borrower entity; or
 - f. Any change in a guarantor of any obligation to HUD (including those obligations arising from violations of the Regulatory Agreement).
- (d) The Company is authorized to execute the Note and Security Instrument in order to secure a loan to be insured by HUD and to execute the HUD Regulatory Agreement and other documents required by HUD in connection with the HUD-insured loan.
- (e) Any incoming member of the Company must, as a condition of receiving an interest in the Company, agree to be subject to the HUD Loan Documents and all other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other Members.

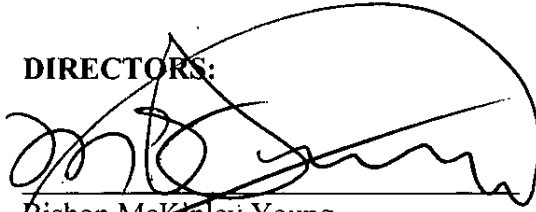
- (f) Notwithstanding any other provisions in the Organizational Documents, upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person or entity that is not subject to or bound by the HUD Regulatory Agreement in a manner satisfactory to HUD.
- (g) Each of the key principals of the Company identified in the HUD Regulatory Agreement is liable in his/her individual capacity to HUD to the extent set forth in the HUD Regulatory Agreement.
- (h) The Company shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.
- (i) The Company has designated Bishop McKinley Young as its official representative for all matters concerning the Project that require HUD consent or approval. The signature of this representative will bind the Company in all such matters. The Company may from time to time appoint a new representative to perform this function, but within three business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority with respect to management of the Project, the Company will promptly provide HUD with the name of that person and the nature of that person's management authority.
- (j) Unless otherwise approved in writing by HUD, the Company's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of FHA Project No. 063-11075, located in the City of Jacksonville, State of Florida, and activities incidental thereto. The Company shall not engage in any other business or activity. The Project shall be the sole asset of the Company, which shall not own any other real estate other than the aforesaid Project.
- (k) Notwithstanding any provision in the Organizational Documents to the contrary, for so long as the Project is subject to a loan insured by HUD, any obligation of the Company to provide indemnification under the Organizational Documents shall be limited to (i) coverage afforded under any insurance carried by the Company and (ii) available "surplus cash" as defined in the HUD Regulatory Agreement.
- (l) Neither Company, nor its members, partners, officers or directors, shall, without HUD's prior written approval, grant a security interest in any of Borrower's or the project's assets.

2. The Bylaws are hereby amended by deleting the words "eleven (11) and inserting "nine (9)" in replacement therefor in Article V, Section 1.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Directors of the Company have executed and delivered this Amendment as of the day and year first above written.

DIRECTORS:



Bishop McKinley Young



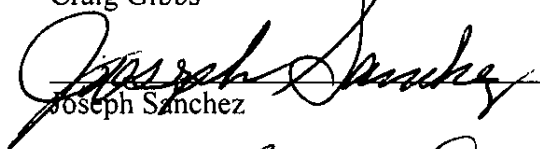
Bruce Havens



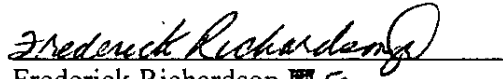
Ava L. Parker




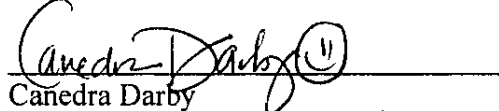
Craig Gibbs



Joseph Sanchez



Frederick Richardson 



Canedra Darby



Pamela Prier



Sharon Brown

The date of each amendment(s) adoption: 05/31/2012

Effective date if applicable: 05/31/2012
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated May 31, 2012

Signature See attached for signatures
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

(Typed or printed name of person signing)

(Title of person signing)