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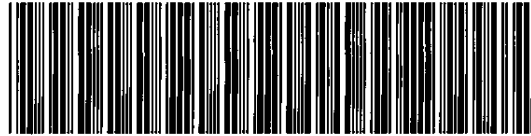
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06 JUN 19 PM 3:40

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

2006 JUN 19 PM 4:15

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend.
C. Coughlin JUN 19 2006

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Epiphany Housing Inc

Signature

Requested by

Name

Date

Time

Walk-In

Will Pick Up

Art of Inc. File

LTD Partnership File

Foreign Corp. File

L.C. File

Fictitious Name File

Trade/Service Mark

Merger File

Art. of Amend. File

RA Resignation

Dissolution / Withdrawal

Annual Report / Reinstatement

Cert. Copy

Photo Copy

Certificate of Good Standing

Certificate of Status

Certificate of Fictitious Name

Corp Record Search

Officer Search

Fictitious Search

Fictitious Owner Search

Vehicle Search

Driving Record

UCC 1 or 3 File

UCC 11 Search

UCC 11 Retrieval

Courier

**AMENDMENT TO
ARTICLES OF INCORPORATION
OF
EPIPHANY HOUSING, INC.**

FILED
2006 JUN 19 PM 4:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WHEREAS, Epiphany Housing, Inc., developed a housing facility with fund from the U.S. Department of Housing and Urban Development (HUD), known as Epiphany Manor having FHA Project No. 067-11106-REF in Port Orange, Florida; and

WHEREAS, the members of the corporation have approved the recommendation of the Board of Directors to amend the Articles of Incorporation subject to approval by HUD, which shall be evidenced below.

NOW, THEREFORE, the Articles of Incorporation are hereby amended as follows:

1. Article III - Purpose is modified to delete subparagraph (d) and (e) and substitute the following therefore:

“This Corporation is organized exclusively for charitable purposes, including for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, or the corresponding section of any future United States Internal Revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purposes. The Corporation shall have the single purpose to provide low income and elderly with housing facilities and services specifically designed to meet their physical, social and psychological needs, and to promote their health, security, happiness and usefulness and longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a non-profit basis of the single asset and for no other business.”

2. Article XI is modified to add the following:

(c) “Provided however, so long as the Department of Housing and Urban Development is the insurer or holder of the Note secured by the Mortgage on Epiphany Manor (FHA Project No. 067-11106-REF, any indemnification shall expressly be limited to: (i) Liability insurance coverage; or (ii) Distribution approved by HUD from surplus cash or residual receipts.”

3. Article XV is added as follows:

Article XV - HUD Requirements:

So long as HUD, its successors or assigns, is the insurer or holder of the Note secured by the Mortgage on Epiphany Manor, (FHA Project No. 067-11106-REF), in Port Orange, Florida:

- a) No amendment to these Articles of Incorporation that results in any of the following will have any force or effect without the prior written consent of HUD:

- (i) Any amendment that modifies the term of the Corporation;
- (ii) Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional principal;
- (iii) Any amendment that in any way affects the Note, Mortgage or Security Agreement on Epiphany Manor or the Regulatory Agreement between HUD and the Corporation;
- (iv) Any amendment that would authorize any member other than a duly authorized officer to bind the Corporation for all matters concerning Epiphany Manor which require HUD's consent or approval;
- (v) Any change in the guarantor of any obligation to HUD;
- (vi) Any amendment that would amend any provision of the By-Laws required by HUD to be included in the By-Laws, so long as HUD is the insurer or holder of the Note.

b) The Corporation is authorized to execute the HUD loan documents and any other documents required by HUD in connection with the HUD-insured loan. Any President, Vice President, Secretary, Assistant Secretary, Treasurer or other officer duly appointed by the Board of Directors is authorized to execute any and all of such documents for the Corporation.

c) Any incoming member must, as a condition of receiving a membership interest in the Corporation, agree to be bound by the HUD loan documents and any other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other members in the class of such incoming member.

d) Notwithstanding any other provisions of these Articles of Incorporation, upon any dissolution, no title or right to possession and control of Epiphany Manor and no right to collect rents from Epiphany Manor shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to HUD.

e) Notwithstanding any other provisions of the Articles of Incorporation, in the event that any provisions of the Articles conflict with the HUD loan documents, the provision of the HUD loan documents shall control.

f) The Corporation may not voluntarily be dissolved or converted to another type of entity without the prior written approval of HUD. The members, directors and officers of any assignee of an owner agree to be liable in their individual capacities and to HUD with respect to the following matters:

- (i) For funds or property of Epiphany Manor coming into their hands, which by the provisions of the Regulatory Agreement, they are not entitled to retain;
- (ii) For their own acts and deeds or acts and deeds of others which they have authorized in violation of the provisions of the Regulatory Agreement;
- (iii) For the acts and deeds of affiliates as defined in the Regulatory Agreement, which the persons or entity has authorized in violation of the provisions of the Regulatory Agreement; and
- (iv) As otherwise provided by law.

g) Any person acquiring any of the following positions anew must meet the applicable requirements for HUD previous participation clearance:

- (i) any president, vice president, secretary, or treasurer or any other executive officer who is directly responsible to the Board of Directors;
- (ii) any director; and
- (iii) member with a financial interest in the corporation of ten percent (10%) or greater. and
- (iv) As otherwise provided by law.

h) The Corporation shall not, without HUD's prior written consent:

- (i) engage in any new business or activity, including the operation of any rental project, other than the operation of Epiphany Manor; or
- (ii) incur any liability or obligation not in connection with Epiphany Manor.

4. Except as modified by this Articles of Amendment, the Articles of Incorporation of Epiphany Housing, Inc. and all other terms and conditions shall remain the same and in full force and effect.

IN WITNESS WHEREOF, we, the undersigned officers of the Corporation do certify that the foregoing Articles of Amendment to the Articles of Incorporation were adopted and accepted by a majority of the Board of Directors and Members on the 7 day of June, 2006.

EPIPHANY HOUSING, INC.,
a Florida non-profit corporation

By: Margaret A. Sheehan
Margaret A. Sheehan, President

CORPORATE SEAL

Attest by: Carol Hall
Carol Hall, Treasurer

STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 14 day of June, 2006, by **Margaret A. Sheehan**, as **President** and **Carol Hall**, as **Treasurer**, respectively, of EPIPHANY HOUSING, INC., a Florida non-profit corporation, on behalf of the corporation, who are [] personally known to me or ☒ produced FL DRIVER'S LICENSE as identification and who did not take an oath.



[Signature]
NOTARY PUBLIC
Print Name: Richard M. Georges
My commission expires: _____