

PO2000113876

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Amend
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Wolters Kluwer
Corporate Legal Services

CT Corporation

515 East Park Avenue
Tallahassee, FL 32301

850 222 1092 tel
850 222 7615 fax
www.ctcorporation.com

February 27, 2013

Department of State, Florida
Clifton Building
2611 Executive Center Circle
Tallahassee FL 32301

Re: Order #: 8687660 SO
Customer Reference 1: None Given
Customer Reference 2: None Given

Dear Department of State, Florida:

Please obtain the following:

Sunrise Harbour Multifamily, Inc. (FL)
Amendment
Florida

*Rush
Please* 😊

Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

If for any reason the enclosed cannot be processed upon receipt, please contact the undersigned immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Connie R Bryan
Senior Fulfillment Specialist
Connie.Bryan@wolterskluwer.com



February 27, 2013

FLORIDA DEPARTMENT OF STATE
Division of Corporations

SUNRISE HARBOUR MULTIFAMILY, INC.
THREE GALLERIA TOWER 13155 NOEL RD STE 5
DALLAS, TX 75240US

SUBJECT: SUNRISE HARBOUR MULTIFAMILY, INC.
REF: P02000113876

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The electronic filing cover sheet submitted with your document reflects the incorrect type of document. The cover sheet must reflect the type of document you are filing. Please generate a new fax audit cover sheet under the appropriate document type. When resubmitting your document for filing, please also send a copy of the incorrect cover sheet marked "ABANDONED".

You failed to make the correction(s) requested in our previous letter.

The document submitted does not meet legibility requirements for electronic filing. Please do not attempt to refax this document until the quality has been improved.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

FAX Aud. #: H13000043387
Letter Number: 513A00004706

RE-SUBMIT

Please retain original filing
date of submission 2/25

P.O BOX 6327 - Tallahassee, Florida 32314

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: SUNRISE HARBOUR MULTIFAMILY, INC.

DOCUMENT NUMBER: P02000113876

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

Please return all correspondence concerning this matter to the following:

Paul Groom

Name of Contact Person

SUNRISE HARBOUR MULTIFAMILY, INC.

Firm/ Company

1801 Hermitage Boulevard, Suite 100

Address

Tallahassee, Florida 32308

City/ State and Zip Code

paul.groom@sbafla.com

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

For further information concerning this matter, please call:

Margaret K. Beavans

Name of Contact Person

at (972)

715-7416

Area Code & Daytime Telephone Number

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

- | | | | |
|--|--|---|--|
| <input 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

Articles of Amendment
to
Articles of Incorporation
of

SUNRISE HARBOUR MULTIFAMILY, INC.

(Name of Corporation as currently filed with the Florida Dept. of State)

P02000113876

(Document Number of Corporation (if known))

13 FEB 25 AM 9:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:

(Principal office address **MUST BE A STREET ADDRESS**)

C. Enter new mailing address, if applicable:

(Mailing address **MAY BE A POST OFFICE BOX**)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent

(Florida street address)

New Registered Office Address:

(City)

, Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

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:

X Change PT John Doe

X Remove V Mike Jones

X Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	<u>Director</u>	<u>Kevin SigRist</u>	<u>1801 Hermitage Boulevard</u>
<input type="checkbox"/> Add			<u>Suite 100</u>
<input checked="" type="checkbox"/> Remove			<u>Tallahassee, Florida 32308</u>
2) <input type="checkbox"/> Change	<u></u>	<u></u>	<u>1801 Hermitage Boulevard</u>
<input checked="" type="checkbox"/> Add			<u>Suite 100</u>
<input type="checkbox"/> Remove			<u>Tallahassee, Florida 32308</u>
3) <input type="checkbox"/> Change	<u>Director</u>	<u>E. Lamar Taylor</u>	<u>Tallahassee, Florida 32308</u>
<input type="checkbox"/> Add			<u></u>
<input type="checkbox"/> Remove			<u></u>
4) <input type="checkbox"/> Change	<u></u>	<u></u>	<u></u>
<input type="checkbox"/> Add			<u></u>
<input type="checkbox"/> Remove			<u></u>
5) <input type="checkbox"/> Change	<u></u>	<u></u>	<u></u>
<input type="checkbox"/> Add			<u></u>
<input type="checkbox"/> Remove			<u></u>
6) <input type="checkbox"/> Change	<u></u>	<u></u>	<u></u>
<input type="checkbox"/> Add			<u></u>
<input type="checkbox"/> Remove			<u></u>

E. If amending or adding additional Articles, enter change(s) here:
(Attach additional sheets, if necessary). (Be specific)

Article XIV, a copy of which is attached hereto as Exhibit A, incorporated herein by reference and

made a part hereof, is hereby added to the Articles of Incorporation

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:
(if not applicable, indicate N/A)

N/A

The date of each amendment(s) adoption: February 22, 2013

Effective date if applicable: _____
(no more than 90 days after amendment file date)

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

☐ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____"
(voting group)

☒ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated February 22, 2013

Signature Stephen A. Spook
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Stephen A. Spook

(Typed or printed name of person signing)

Director

(Title of person signing)

Approved as to legality:

By: Paul W. Groom II
Paul W. Groom II
Assistant General Counsel - Real Estate

EXHIBIT A TO ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
SUNRISE HARBOUR MULTIFAMILY, INC.

XIV.

At any time that a certain loan from The Prudential Insurance Company Of America ("Lender"), Loan Number 706109059 (the "Loan") to the corporation is outstanding:

1. the corporation shall not own any assets in addition to the property that is security for the Loan (the "Property");
2. the Property shall remain as a single property or project;
3. the Property shall generate substantially all of the gross income of the corporation, and there shall be no substantial business being conducted by the corporation, either directly or indirectly, other than the business of operating the Property and the activities incidental thereto;
4. the corporation shall not (i) liquidate or dissolve (or suffer any liquidation or dissolution), terminate, or otherwise dispose of, directly, indirectly or by operation of law, all or substantially all of its assets; (ii) reorganize or change its legal structure without Lender's prior written consent, except as otherwise expressly permitted under the documents evidencing and securing the Loan (collectively, the "Documents"); (iii) change its name, address, or the name under which the corporation conducts its business without promptly notifying Lender; (iv) enter into or consummate any merger, consolidation, sale, transfer, assignment, liquidation, or dissolution involving any or all of the assets of the corporation or any general partner or managing member of the corporation; or (v) enter into or consummate any transaction or acquisition, merger or consolidation or otherwise acquire by purchase or otherwise all or any portion of the business or assets of, or any stock or other evidence of beneficial ownership of, any person or entity;
5. the corporation has not incurred and shall not incur any secured or unsecured debt except for customary and reasonable short term trade payables obtained and repaid in the ordinary course of the corporation's business;
6. the corporation shall not amend, modify or otherwise change its articles of incorporation, by-laws, or other formation agreement or document, as applicable, or governing agreement or document, in any material term or manner, or in any manner which adversely affects the corporation's existence as a single purpose entity or the corporation's compliance with this Article XIV, nor shall any member, partner (whether limited or general) or shareholder thereof, as applicable, or any other party amend, modify or otherwise change its partnership certificate, partnership agreement, articles of incorporation, by-laws, operating agreement, articles of organization, or other formation agreement or document, as applicable, or governing agreement or document in any manner which adversely affects the corporation's existence as a single purpose entity or the corporation's compliance with this Article XIV;

7. the corporation shall maintain its principal executive office and telephone and facsimile numbers separate from that of any Affiliate (defined below) of same and shall identify such office and numbers as its own. Additionally, the corporation shall use its own separate stationery, invoices and checks which reflects its separate address, telephone number and facsimile number;
8. the corporation shall maintain correct and complete financial statements, accounts, books and records and other entity documents separate and apart from those of any Affiliate of same or any other person or entity. At Lender's request, the corporation shall prepare unaudited quarterly and annual financial statements, and the corporation's financial statements shall substantially comply with generally accepted accounting principles;
9. the corporation shall maintain its own separate bank accounts, payroll and correct, complete and separate books of account;
10. the corporation shall file or cause to be filed its own separate tax returns;
11. the corporation shall hold itself out to the public (including any of its Affiliates' creditors) under the corporation's own name and as a separate and distinct entity;
12. the corporation shall observe all customary formalities regarding the existence of the corporation, including holding meetings and maintaining current and accurate minute books separate from those of any Affiliate of same;
13. the corporation shall hold title to its assets in its own name and act solely in its own name and through its own duly authorized officers and agents. No Affiliate of same shall be appointed or act as agent of the corporation, other than, if applicable, a property manager with respect to the Property;
14. the corporation shall make investments in the name of the corporation directly by the corporation or on its behalf by brokers engaged and paid by the corporation or its agents;
15. except as expressly required by Lender in connection with the Loan and in writing, the corporation shall not guarantee or otherwise agree to be liable for (whether conditionally or unconditionally), pledge or assume or hold itself out or permit itself to be held out as having guaranteed, pledged or assumed any liabilities or obligations of any partner (whether limited or general), member, shareholder or any Affiliate of the corporation, as applicable, or any other party, nor shall it make any loan, except as expressly permitted in the Documents;
16. the corporation is and intends to remain solvent, and has paid and will pay its own debts and liabilities out of its own funds and assets (to the extent of such funds and assets) as the same shall become due, and will give prompt notice to Lender of the insolvency or bankruptcy filing of the corporation or any general partner, managing member or controlling shareholder of the corporation;

17. the corporation shall separately identify, maintain and segregate its assets. The corporation's assets shall at all times be held by or on behalf of the corporation and, if held on behalf of the corporation by another entity, shall at all times be kept identifiable (in accordance with customary usages) as assets owned by the corporation. This restriction requires, among other things, that (i) the corporation funds shall be deposited or invested in the corporation's name, (ii) the corporation funds shall not be commingled with the funds of any Affiliate of same or any other person or entity, (iii) the corporation shall maintain all accounts in its own name and with its own tax identification number, separate from those of any Affiliate of same or any other person or entity, and (iv) the corporation funds shall be used only for the business of the corporation (including shareholder distributions in the ordinary course of the corporation's business);

18. the corporation shall maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate of same or other person or entity;

19. the corporation shall pay or cause to be paid its own liabilities and expenses of any kind, including but not limited to salaries of its employees, only out of its own separate funds and assets;

20. the corporation is currently adequately capitalized, and shall not, because of distributions made during the term of the Loan, become inadequately capitalized as of the date of any such distributions (where "**adequately capitalized**" means, as of the date of determination, that it has sufficient capital based upon what is reasonably foreseeable for a business of its size and character and in light of its contemplated business operations); provided that the foregoing is intended to require that any direct or indirect member or partner or other owner, as the case may be, make any loans or capital contributions to the corporation to satisfy the corporation's obligations hereunder;

21. the corporation shall not do any act which would make it impossible to carry on the ordinary business of the corporation;

22. the corporation shall not invest any of the corporation's funds in securities issued by, nor shall the corporation acquire the indebtedness or obligation of, any Affiliate of same;

23. the corporation shall maintain an arm's length relationship with each of its Affiliates and may enter into contracts or transact business with its Affiliates only on commercially reasonable terms that are no less favorable to the corporation than is obtainable in the market from a person or entity that is not an Affiliate of same;

24. the corporation shall correct any misunderstanding that is known by the corporation regarding its name or separate identity; and

25. the corporation shall not, without the prior written vote of one hundred percent (100%) of its shareholders, institute proceedings to be adjudicated bankrupt or insolvent; or consent to the institution of bankruptcy or insolvency proceedings against it; or file a petition seeking, or

consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy; or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the corporation or a substantial part of the corporation's property; or make any assignment for the benefit of creditors; or admit in writing its inability to pay its debts generally as they become due or declare or effectuate a moratorium on payments of its obligation; or take any action in furtherance of any such action.

"Affiliate" for purposes of this Article XIV shall mean any person or entity which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a specified person or entity. For purposes of this Article XIV, the terms **"control,"** **"controlled,"** or **"controlling"** with respect to a specified person or entity shall include, without limitation, (i) the ownership, control or power to vote ten percent (10%) or more of (A) the outstanding shares of any class of voting securities or (B) beneficial interests, of any such person or entity, as the case may be, directly or indirectly, or acting through one or more persons or entities, (ii) the control in any manner over such person or entity or the election of more than one director or trustee (or persons exercising similar functions) of such person or entity, or (iii) the power to exercise, directly or indirectly, control over the management or policies of such person or entity.