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Amend  
Tewis  
1-30-09

**KENNERLY, MONTGOMERY & FINLEY, P.C.**

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*Via Federal Express*

Department of State  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**Re: *Central Manor Apartments, Inc.***

To Whom It May Concern:

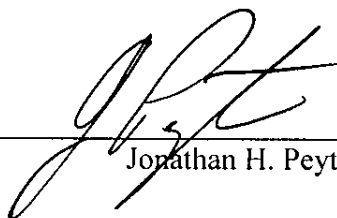
Enclosed please find Articles of Amendment of Incorporation for filing regarding the above-referenced entity, together with our firm's check in the amount of \$35.00 to cover the cost. When the Articles are filed, please return the original to our office in the Federal Express envelope provided.

Thank you for your assistance and should you have any questions, please contact me at 865-546-7311.

Best Regards,

KENNERLY, MONTGOMERY & FINLEY, P.C.

By



Jonathan H. Peyton, Esq.

JHP/dls  
enclosures

**Lewis, Thelma**

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**From:** Jon H. Peyton [jpeyton@kmfpc.com]  
**Sent:** Thursday, January 29, 2009 3:15 PM  
**To:** Lewis, Thelma  
**Cc:** William L. Zvara  
**Subject:** Central Manor Apartments, Inc. - Amendment  
**Attachments:** Central Manor Charter amendment 01.29.09.pdf

Ms. Lewis:

Thank you for your call in regard to the Amendment to Articles of Incorporation for Central Manor Apartments, Inc. Pursuant to your instruction, I added the following language to the first page of the Amendment: "The members of the Corporation are not entitled to vote on this Amendment to Articles of Incorporation."

The revised first page of the Amendment is attached. Please substitute the attached page and proceed with filing. Please call me at the number below if you have any questions or concerns.

Thank you,

Jonathan H. Peyton, Esquire  
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550 Main Street, 4th Floor  
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Knoxville, Tennessee 37902  
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**AMENDMENT TO ARTICLES OF INCORPORATION  
OF  
CENTRAL MANOR APARTMENTS, INC.**

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TALLAHASSEE, FLORIDA

Pursuant to the provisions of the Florida Not For Profit Corporation Act, Central Manor Apartments, Inc. (the "Corporation") hereby adopts the following Amendment to Articles of Incorporation:

First: The present name of the corporation is: Central Manor Apartments, Inc.

Second: This Amendment to Articles of Incorporation was approved and adopted at a meeting of the Board of Directors of Central Manor Apartments, Inc. held on January 7, 2009. The members of the Corporation are not entitled to vote on this Amendment to Articles of Incorporation.

Third. The Corporation's Articles of Incorporation are hereby amended as follows:

(i) Article I(c) is hereby deleted and replaced with the following: "The principal office of the Corporation is located at 136 Fairview Avenue, Daytona Beach, Volusia County, Florida. The principal office may be changed from time to time by action of the Board of Directors.

(ii) The first sentence of Article IV is hereby deleted and replaced with the following: "The number of directors shall be not less than four (4) in number, and shall be elected by the members of the corporation from the membership."

(iii) The following is hereby added:

**ARTICLE IX**

**HUD REQUIRED PROVISIONS**

The provisions of these HUD Required Provisions shall be applicable during such period of time as the Note (as defined herein) is either insured or held by the Secretary, his successors and assigns (the "Secretary") of the United States Department of Housing and Urban Development ("HUD") acting by and through the Federal Housing Commissioner and thereafter until such time as the members/partners/officers, directors and owners, as applicable, of the Mortgagor enter into an appropriate amendment to these Articles of Incorporation. As used herein the term "Mortgagor" means Central Manor Apartments, Inc.

1. Mortgage Loan for Project. The Mortgagor has obtained or intends to obtain a mortgage loan (the "Mortgage Loan") to be evidenced by a note (the "Note") to be insured by the U.S. Secretary of Housing and Urban Development (the "Secretary") under the National Housing Act, as amended, with respect to a multifamily rental housing project known as "Central Manor Apartments" located in Daytona Beach, Florida and identified among the records of HUD as

FHA Project No. 067-11125 (the "Project") (with such Mortgage Loan being collectively referred as the "HUD Financing")

The Corporation is authorized to execute a Regulatory Agreement with the Secretary, the Note, a mortgage, deed of trust, security deed or equivalent instrument (the "Mortgage"), a security agreement, financing statements, contracts, assurances, agreements, certifications and other documents and to take such other actions as may be necessary, desirable or appropriate to secure closing and funding of the Mortgage Loan and mortgage insurance of the same by the Secretary and to comply with the requirements of the mortgage insurance program. The Project shall be the sole asset and business purpose of the Corporation.

2. Required Organizational Document Provisions. Notwithstanding any other terms of the Mortgagor's organizational documents to the contrary: (i) the duration of the Mortgagor shall be at least ten (10) years longer than the term of the FHA-insured Mortgage Loan; (ii) the terms of the Regulatory Agreement take precedence in the event of any conflict with the terms of the organizational documents of the Mortgagor; (iii) the Mortgagor has authority to enter into the HUD Financing transaction and to comply with the requirements of the insurance program and, (iv) unless approved otherwise by HUD, the Mortgagor shall be a single-asset entity.

- (a) If any of the provisions of the organizational documents conflict with the terms of the note; mortgage, deed of trust or security deed; security agreement or HUD Regulatory Agreement (the "HUD Loan Documents"), the provision of the HUD Loan Documents will control.
- (b) No provision required by HUD to be inserted into the organizational documents may be amended without prior HUD approval, so long as HUD is the insurer or holder of the note.
- (c) No provision in the organizational documents that result in any of the following will have any force or effect without the prior written consent of HUD:
  - (1) Any amendment that modifies the term of the mortgagor entity;
  - (2) Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional owner;
  - (3) Any amendment that in any way affects the note, mortgage, deed of trust or security deed, and security agreement on the Project or the Regulatory Agreement between HUD and the mortgagor entity;
  - (4) Any amendment that would authorize any officer other than the Authorized Officer or pre-approved Successor Authorized Officer to bind the mortgagor entity for all matters concerning the Project which require HUD's consent or approval;
  - (5) A change in the Authorized Officer or pre-approved Successor Authorized Officer of the mortgagor entity; or
  - (6) Any change in a guarantor of any obligations to the Secretary.
- (d) The Mortgagor entity is authorized to execute a note, mortgage, deed of trust or security deed and security agreement in order to secure the loan to be insured by

the Secretary and to execute the Regulatory Agreement and other documents required by the Secretary in connection with the HUD-insured loan.

- (e) Any owner must as a condition of receiving an interest in the Mortgagor agree to be bound by the note, mortgage, deed of trust or security deed, security agreement, the Regulatory Agreement and any other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other owners.
- (f) Notwithstanding any other provisions, 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 who is not bound by the Regulatory Agreement in a manner satisfactory to the Secretary.
- (g) The officers and directors and any assignee of an officer/director are liable in their individual capacity to HUD for:
  - (1) Funds or property of the Project coming into his/her possession, which by the provisions of the Regulatory Agreement, the person or entity is not entitled to retain;
  - (2) His/Her own acts and deeds, or acts and deeds of others, which it has authorized, in violation of the provisions of the Regulatory Agreement;
  - (3) The acts and deeds of affiliates, as defined in the Regulatory Agreement, which the person or entity has authorized in violation of the provisions of the Regulatory Agreement; and
  - (4) As otherwise provided by law.
- (h) The Mortgagor shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD;
- (i) The Mortgagor has designated Edmond R. Sanders (the "Authorized Officer") as its official representative for all matters concerning the Project which require HUD consent or approval. The signature of this person will bind the Mortgagor in all such matters. The Mortgagor may from time to time appoint a new representative to perform the function, but within three (3) 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 of management of the Project, the Mortgagor will promptly provide HUD with the name of that person and the nature of that person's management authority.
- (j) Notwithstanding any other term or provision of these Articles to the contrary, any provision of these Articles that requires the Corporation to indemnify any officer or director may be satisfied only out of: (a) the proceeds of liability insurance coverage or (b) distributions approved by HUD from residual receipts or surplus cash, as applicable.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Dated this 7 day of Jan, 2009.

**Central Manor Apartments, Inc.**

Edmond R. Sanders  
Edmond R. Sanders, President

Martin Petty  
Martin Petty, Secretary

STATE OF FLORIDA  
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this January 7, 2009 by Edmond R. Sanders, President and Martin Petty, Secretary of Central Manor Apartments, Inc., a Florida Not For Profit Corporation, on behalf of the corporation. Both are personally known to me or produced satisfactory evidence of identification.

SWORN to and SUBSCRIBED before me this 7<sup>th</sup> day of January, 2009.

Debra J. Harris  
Notary Public  
My commission expires: 05-19-2009

