

719499

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

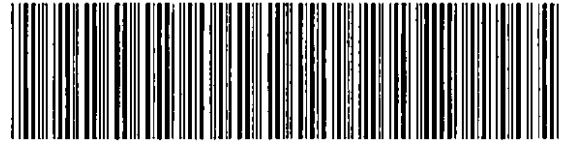
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



700412004977

07/12/23--01019--006 **43.75

FILED
2023 JUL 12 AM 11:11
CLERK OF STATE
TALLAHASSEE, FL

AUG 23 2023

NOAH C. McKINNON, JR., ESQ.
of
McKINNON & McKINNON ATTORNEYS AT LAW, P.A.
Attorneys and Counselors at Law

*Abraham C. McKinnon
Noah C. McKinnon, Jr.*

*Suite A, Granada Oaks Professional Building
595 West Granada Boulevard
Ormond Beach, Florida 32174
(386) 677-3431- Telephone
(386) 673-0748- Telefax*

July 11, 2023

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Re: Central Manor Apartments, Inc.
Document Number: 719499

Gentlemen:

Enclosed for filing please find the original and one copy of the Amended and Restated Articles of Incorporation of Central Manor Apartments, Inc., along with our firm check in the amount of \$43.75 for the filing fee and a certified copy. Please return all correspondence regarding this matter to our office. For future annual report notification, please email David Smith at davidrsmith1952@gmail.com.

Thank you for your attention to this matter.

Very truly yours,



Lynn Fahnestock, Legal Assistant to
Noah C. McKinnon, Jr., Esquire
/laf
Enclosures

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CENTRAL MANOR APARTMENTS, INC.**

FILED
2023 JUL 12 AM 11:11
SECRETARY OF STATE
TALLAHASSEE, FL

Pursuant to the provisions of Section 617.02, of the Florida Statutes, and to Article VIII of the Articles of Incorporation of Central Manor Apartments, Inc., a corporation not for profit which received its Charter on October 13, 1970, the undersigned corporation duly adopted, by unanimous vote of the Board of Directors, the following as Amended and Restated Articles of Incorporation of Central Manor Apartments, Inc.:

ARTICLE I

(a) The name of the Corporation is Central Manor Apartments, Inc. (hereinafter referred to as "the Corporation").

(b) The existence of the Corporation will be perpetual.

(c) The principal office of the Corporation is located at 136 Fairview Avenue, Daytona Beach, Volusia County, Florida 32114. The principal office may be changed from time to time by action of the Board of Directors.

(d) The registered agent of the Corporation is Noah C. McKinnon, Jr. whose address is 595 W. Granada Boulevard, Suite A, Ormond Beach, Florida 32174.

ARTICLE II

The purposes for which the Corporation is organized and formed include those provided in Chapter 617.0301, Florida Statutes (2023).

ARTICLE III

(a) The corporate powers of the corporation include but are not limited to those provided in Chapter 617.0302, Florida Statutes (2023) as amended from time to time.

(b) To provide for lower income elderly or handicapped families and persons, on a non-profit, substantially below-cost basis, rental housing and related facilities and services specially designed to meet the physical, social, and psychological needs of the aged or handicapped and contribute to their health, security, happiness, and usefulness in longer living.

(c) To exercise the powers permitted non-profit corporations under Chapter 627 of the Florida Statutes; provided, however, that this Corporation, in exercising any one or more of such powers shall do so in furtherance of the exempt purpose for which it has been organized as described in Section 501(c)(3) of the Internal Revenue Code.

(d) To apply for, obtain, and contract with any Federal agency for a direct loan or loans or other financial aid in the form of mortgage insurance, rent supplement or housing assistance payments or otherwise, for the provision of rental housing and related facilities and services for lower income elderly or handicapped families and person.

(e) The Corporation is irrevocably dedicated to and operated exclusively for non-profit purposes; and no part of the income or assets of the Corporation shall be distributed to, nor inure to the benefit of any individual.

ARTICLE IV

The Corporation is empowered to:

(a) Sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

(b) Adopt, use, and alter a common corporate seal. However, such seal must always contain the words "corporation not for profit."

(c) Elect or appoint such officers and agents as its affairs shall require and allow them

reasonable compensation.

(d) Adopt, change, amend, and repeal bylaws, not inconsistent with law or its articles of incorporation, for the administration of the affairs of the corporation and the exercise of its corporate powers.

(e) Increase, by a vote of its members cast as the bylaws may direct, the number of its directors so that the number shall not be less than three but may be any number in excess thereof.

(f) Make contracts and guaranties, incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure its obligations by mortgage and pledge of all or any of its property, franchises, or income.

(g) Conduct its affairs, carry on its operations, and have offices and exercise the powers granted by this act in any state, territory, district, or possession of the United States or any foreign country.

(h) Purchase, take, receive, lease, take by gift, devise, or bequest, or otherwise acquire, own, hold, improve, use, or otherwise deal in and with real or personal property, or any interest therein, wherever situated.

(i) Acquire, enjoy, utilize, and dispose of patents, copyrights, and trademarks and any licenses and other rights or interests thereunder or therein.

(j) Sell, convey, mortgage, pledge, lease, exchange, transfer, or otherwise dispose of all or any part of its property and assets.

(k) Purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of and otherwise use and deal in and with, shares and other interests in, or obligations of, other domestic or foreign corporations, whether for

profit or not for profit, associations, partnerships, or individuals, or direct or indirect obligations of the United States, or of any other government, state, territory, governmental district, municipality, or of any instrumentality thereof.

(l) Lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds loaned or invested except as prohibited by Florida Statutes 617.0833.

(m) Make donations for the public welfare or for religious, charitable, scientific, educational, or other similar purposes.

(n) Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the corporation is organized.

(o) Merge with other corporations or other eligible entities identified in Florida Statute 607.1101, both for profit and not for profit, domestic and foreign, if the surviving corporation or other surviving eligible entity is a corporation not for profit or other eligible entity that has been organized as a not-for-profit entity under a governing statute or other applicable law that permits such a merger.

(p) To do and perform all acts reasonably necessary to accomplish the purposes of the Corporation, including the execution of a Regulatory Agreement with the Secretary of Housing and Urban Development, and of such other instruments and undertakings as may be necessary to enable the Corporation to secure the benefits of financing under Section 202 of the Housing Act of 1959. Such Regulatory Agreement and other instruments and undertakings shall remain binding upon the Corporation, its successors and assigns, so long as a mortgage on the Corporation's property is held by the Secretary of Housing and Urban Development.

(q) In the event of dissolution, winding up, or other liquidation of the assets of this Corporation, the residual assets of the Corporation will be turned over to one or more organizations which themselves are exempt as organizations described in Section 501(c)(3) and 170(c) of the Internal Revenue Code of 1954 or corresponding sections of any prior or future law, or to the Federal, State, or local government for exclusive public purpose. Provided, however, that the Corporation shall at all times have the power to convey any or all of its property to the Secretary of Housing and Urban Development or its nominee.

(r) Notwithstanding any other provision of these articles, this Corporation will not carry on any other activities not permitted to be carried on by (a) a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law or (b) a corporation, contributions to which are deductible under Section 170(c)(1) of the Internal Revenue Code of 1954 or any other corresponding provision of any future United States Internal Revenue Law.

ARTICLE V

The number of directors shall be not less than three (3) or more than seven (7) in number and shall be elected by the members of the corporation from the membership. The names and addresses of the persons now serving as directors, are as follows:

David R. Smith
136 Fairview Avenue
Daytona Beach, FL 32114

Reverend Sonny Gallman
136 Fairview Avenue
Daytona Beach, FL 32114

Martin Petty
136 Fairview Avenue
Daytona Beach, FL 32114

James Scott
136 Fairview Avenue
Daytona Beach, FL 32114

Members of the corporation are David R. Smith, Reverend Sonny Gallman, Martin Petty and

James Scott. Members may be added only by majority vote of the current membership.

ARTICLE VI

The officers of the Corporation shall be a President, one or more Vice Presidents, Secretary, Treasurer and such other officers as may be from time to time designated as provided for in the by-laws of this corporation and shall be elected by the Directors of the Corporation in the manner therein set out and shall serve until their successors are elected and qualified. The Directors shall elect the regular officers of the Corporation at the annual meeting for terms of one year. The secretary and treasurer may be one and the same person. The annual meeting shall be held on the 15th day of October of each year.

ARTICLE VII

By-laws of the Corporation may be adopted by the Directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of these Articles or of the Regulatory Agreement between the Corporation and the Secretary of Housing and Urban Development, pursuant to Article III hereof.

ARTICLE VIII

Amendment to the Articles of Incorporation may be proposed by any Director at a regular or special business meeting of the Board of Directors at which a majority is present and must be adopted by a majority vote of the Board of Directors present and voting at such meeting properly called and noticed as provided in the by-laws. Amendment shall be approved by a majority vote of the members of the Board of Directors present: Upon such approval, such an Amendment must also be filed with the Secretary of State of the State of Florida.

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 Office?") 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.

The Amended and Restated Articles of Incorporation immediately preceding were approved and adopted at a special meeting of the Board of Directors of Central Manor Apartments, Inc. held on the 30 day of June, 2023, at which all of the Directors were present and the

Amended and Restated Articles of Incorporation were unanimously approved by the Board of Directors.

DATED at Daytona Beach, Volusia County, Florida, this 30th day of June, 2023.

CENTRAL MANOR APARTMENTS, INC.

BY: David R. Smith
David R. Smith, President

BY: Sonny Gallman
Reverend Sonny Gallman, Vice President

BY: Martin Petty
Martin Petty, Secretary

BY: James Scott
James Scott, Treasurer

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity and agree to comply with the provisions of Florida Statute 48.091 relative to keeping open said office.

DATED this 30 day of June, 2023.

Noah C. McKinnon, Jr.
NOAH C. MCKINNON, JR.