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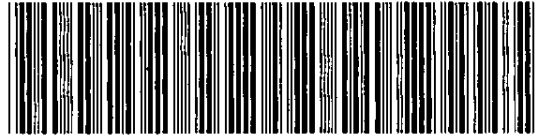
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Amend

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TALLAHASSEE, FLORIDA

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ASR

11/13/08



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 788261 4326930

AUTHORIZATION :

[Handwritten signature]

COST LIMIT : \$ 43.75

ORDER DATE : November 11, 2008

ORDER TIME : 1:17 PM

ORDER NO. : 788261-005

CUSTOMER NO: 4326930

DOMESTIC AMENDMENT FILING

NAME: COLLEGE PARK TOWERS, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Heather Chapman -- EXT# 2908

EXAMINER'S INITIALS: _____

AMENDMENT TO ARTICLES OF INCORPORATION
OF
COLLEGE PARK TOWERS, INC.

FILED

2008 NOV 12 PM 4:27

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

First: The present name of the corporation is: College Park Towers, Inc.

Second: The following amendment to the Articles of Incorporation was proposed by the Board of Directors and adopted by the active members of the Corporation approving same at a special meeting held on 25 day of March, 2008.

Third: The Corporation's Articles of Incorporation are hereby amended by adding the following:

ARTICLE X

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/officer, directors and owners, as applicable, of the Mortgagor enter into an appropriate amendment to this Agreement. As used herein the term "Mortgagor" means College Park Towers, 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/health care facility known as "**College Park Towers**" located in Orlando, Florida and identified among the records of HUD as FHA Project No. **067-11122** (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: (a) the duration of the Mortgagor shall be at least ten (10) years longer than the term of the FHA-insured Mortgage Loan; (b) the terms of the Regulatory Agreement take precedence in the event of any conflict with the terms of the organizational documents of the Mortgagor; (c) the Mortgagor has authority to enter into the HUD Financing transaction and to comply with the requirements of the insurance program and, (d) 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 member;
 - (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 member 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 members/partners/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 its possession, which by the provisions of the Regulatory Agreement, the person or entity is not entitled to retain;

- (2) Its 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 Sherry Wilk (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.

Dated this 11 day of November 2008.

College Park Towers, Inc.

Sherry Wilk
Sherry Wilk, President

Jerry Temple
Jerry Temple, Secretary

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 11th of NOV, 2008 by Sherry Wilk, President and Jerry Temple, Secretary of College Park Towers, 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 11 day of November, 2008.

Diana C. Lott
Notary Public
My commission expires:

