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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
FLORIDA CHRISTIAN MANOR, INC.**

The undersigned corporation hereby adopts the following Articles of Amendment to its Articles of Incorporation:

- I. The name of the corporation is Florida Christian Manor, Inc. (the "Corporation").
- II. The Articles of Incorporation were filed on June 6, 1978.
- III. The Corporation's fiscal year end is December 31.
- IV. At a duly called and convened meeting of the Board of Directors held on October 18, 2007, the following amendments were adopted by an affirmative vote of more than two-thirds of the members of the Board of Directors.

V. The Articles of Incorporation are hereby amended by adding the following Article XII:

A. So long as the Secretary of the Department of Housing and Urban Development ("Secretary" or "HUD") or the Secretary's successors or assigns is the insurer or holder of the mortgage note secured by the mortgage on Sundale Manor, FHA Project No.: 063-11055, in Jacksonville, Duval County, Florida (the "Project"), no amendment to the Articles of Incorporation dated June 6, 1978, as amended (collectively, the "Articles of Incorporation"), or the By-Laws dated May 10, 1978 (the "By-Laws") that results in any of the following will have any force or effect without the prior written consent of the Secretary nor shall the Corporation or any of its officers or directors be permitted to do any of the following:

- 1. Any amendment that modifies the term of the Corporation;
- 2. Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional officer or director;
- 3. Any amendment that in any way affects the note, mortgage or security agreement on the Project or the Regulatory Agreement between HUD and the owner of the project (the "Regulatory Agreement");
- 4. Any amendment that would authorize any officer other than the Richard J. Hull, II or Karey E. L. Gee to bind the Corporation for all matters concerning the Project which require HUD's consent or approval;
- 5. Any change in the guarantor of any obligation to the Secretary;
- 6. No provision required by HUD to be inserted into the Corporation's organizational documents may be amended;
- 7. Voluntarily dissolve or change to another type of entity;
- 8. Any party acquiring any of the following positions anew must meet the applicable requirements for HUD previous participation clearance:

a. Any Director and/or Officer of the Corporation;

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B. The Corporation is authorized to execute or assume a note, mortgage and security agreement in order to secure a loan insured by the Secretary and to execute the Regulatory Agreement and other documents required by the Secretary in connection with the HUD-insured loan.

C. Notwithstanding any other provisions of the Articles of Incorporation or the By-Laws, 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.

D. Notwithstanding any other provisions of these Articles of Incorporation or the By-Laws, in the event that any provision of these Articles of Incorporation and/or the By-Laws conflict with the terms of the note, mortgage, security agreement or HUD Regulatory Agreement, the provisions of the note, mortgage, security agreement and/or Regulatory Agreement will control.

E. So long as the Secretary or the Secretary's successors or assigns is the insurer or holder of the note on the Project, the Corporation may not voluntarily be dissolved without the prior written approval of the Secretary.

F. Notwithstanding any other provisions of the Articles of Incorporation or the By-Laws, so long as HUD is the insurer or holder of the mortgage note, any cash distributions may only be made in accordance with the terms of the HUD Regulatory Agreement.

G. Notwithstanding any other provisions of the Articles of Incorporation or the By-Laws, so long as HUD is the insurer or holder of the mortgage note, any costs incurred by the Corporation as a result of indemnification provided to the Directors and/or Officers of the Corporation, or any other person or entity, may only be paid from surplus cash and/or residual receipts, if applicable, to the extent available, as that term is defined by the HUD regulatory agreement.

H. The Officers and Directors of the Corporation agree to be liable in their individual capacity to HUD for:

1. Funds or property of the Project coming into their possession, which by the provisions of the Regulatory Agreement they are not entitled to retain;
2. Their own acts and deeds, or acts and deeds of others which they have authorized, in violation of the provisions of the Regulatory Agreement;
3. The acts and deeds of affiliates, as defined in the Regulatory Agreement, which they have authorized in violation of the provisions of the Regulatory Agreement; and
4. As otherwise provided by law.

I. Anything contained in these Articles of Incorporation to the contrary notwithstanding, the provisions contained in this Article XII, shall be deemed to take precedent and have priority over any of the other provisions contained in these Articles of Incorporation.

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In the event that any of the provisions of this Article XII conflict with any other provision of these Articles of Incorporation or the Bylaws, the provisions contained in this Article XII shall be deemed to apply and take precedence over the other conflicting provisions.

J. The Corporation shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.

K. The Corporation has designated Richard J. Hull II and Karey E. L. Gee as its official representatives for all matters concerning the project which require HUD consent or approval. The signature of this person will bind the Corporation in all such matters. The Corporation may from time to time appoint a new representative to perform this function, but within 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 Corporation will promptly provide HUD with the name of that person and the nature of that person's management authority.

IN WITNESS WHEREOF, the undersigned President of the Corporation has executed these Articles of Amendment this 13th day of November 2007.

FLORIDA CHRISTIAN MANOR, INC.,
a not-for-profit Florida corporation

By: 

Name: Richard J. Hull, II

Its: President