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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

And/
Restate
JUN 02 2016

R. WHITE



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 14, 2016

EVONNE ANDRIS ESQUIRE
201 ALHAMBRA CIR, 11TH FLOOR
CORAL GABLES, FL 33134

SUBJECT: WILLIAMS ISLAND PROPERTY OWNERS' ASSOCIATION, INC.
Ref. Number: 764081

We have received your document for WILLIAMS ISLAND PROPERTY OWNERS' ASSOCIATION, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

An officer/director must sign on page 4 of 4, authorizing the adoption of amendment.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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

Rebekah White
Regulatory Specialist II

Letter Number: 716A00007737

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: WILLIAMS ISLAND PROPERTY OWNERS' ASSOCIATION, INC.

DOCUMENT NUMBER: 764081

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

Please return all correspondence concerning this matter to the following:

EVONNE ANDRIS, ESQUIRE

(Name of Contact Person)

SIEGFRIED, RIVERA, HYMAN LERNER, DE LA TORRE, MARS & SOBEL, P.A.

(Firm/ Company)

201 ALHAMBRA CIRCLE, 11TH FLOOR

(Address)

CORAL GABLES, FLORIDA 33134

(City/ State and Zip Code)

EANDRIS@SRHL-LAW.COM

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

For further information concerning this matter, please call:

EVONNE ANDRIS

305

460-2965

at

(Name of Contact Person)

(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 checked="" 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

This instrument prepared by:
Evonne Andris, Esquire
SIEGFRIED, RIVERA, HYMAN LERNER,
DE LA TORRE, MARS & SOBEL, P.A.
201 Alhambra Circle, 11th Floor
Coral Gables, Florida 33134

FILED
16 MAY 31 PM 2:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**CERTIFICATE OF AMENDMENT OF THE SECOND AMENDED AND RESTATED ARTICLES OF
INCORPORATION OF WILLIAMS ISLAND PROPERTY OWNERS' ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 11th day of March, 2016 by
WILLIAMS ISLAND PROPERTY OWNERS' ASSOCIATION, INC., a Florida Not For Profit Corporation
(hereinafter referred to as the "Association").

WHEREAS, the Association has been established for the operation of Williams Island, in accordance
with the Declaration of Covenants, Restrictions and Easements for Williams Island which was recorded on
September 29, 1982, in Official Records Book 11570, at Page 1078 of the Public Records of Miami-Dade
County, Florida, and all amendments and exhibits thereto (the "Declaration"); and

WHEREAS, the Articles of Incorporation of the Association are set forth as Exhibit "C" of the Declaration
and were subsequently filed as Amended and Restated Articles of Incorporation of Williams Island Property
Owners' Association, Inc., pursuant to that Second Amended and Restated Declaration of Covenants,
Restrictions and Easements for Williams Island, recorded on April 2, 1984, in Official Records Book 12103, at
Page 1723 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, the Amended and Restated Articles of Incorporation of Williams Island Property Owners'
Association were subsequently amended, restated and filed as the Second Amended and Restated Articles of
Incorporation of Williams Island Property Owners' Association, Inc., recorded on _____, 2016, in Official
Records Book _____, at Page _____ of the Public Records of Miami-Dade County, Florida; and

WHEREAS, pursuant to Article X of the Second Amended and Restated Articles of Incorporation of Williams Island Property Owners' Association, Inc., the President of the Board of Directors hereby certifies that a proposed addition of Article XIV was approved by the affirmative vote of the Voting Members present at a duly noticed Special Meeting of the Voting Members on March 11, 2016, at which a quorum of the Voting Members was attained in person or by proxy.

Blank because
Second Amended &
Restated are Pending
Recording.

NOW THEREFORE, the Association does hereby state as follows:

1. The above Recitals are true and correct and are incorporated herein.
2. The duly adopted Article XIV of the Second Amended and Restated Articles of Incorporation of Williams Island Property Owners' Association, Inc., a copy of which is attached hereto and incorporated herein as Exhibit "A", was filed by the Florida Secretary of State's Office on _____, 2016.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 11th day of March, 2016.

Witnesses:

J. Giddings
Print Name: Janette Giddings

Stephanie DeThomas
Print Name: Stephanie DeThomas

Leo Amiesgado
Print Name: Leo Amiesgado

Victoria Marshall
Print Name: Victoria Marshall

**WILLIAMS ISLAND PROPERTY OWNERS'
ASSOCIATION, INC.**, a Florida Not For Profit
Corporation

By: Michael Josephs, President

By: Wilma Felder, Secretary


CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED ARTICLES OF
INCORPORATION OF WILLIAMS ISLAND PROPERTY OWNERS' ASSOCIATION, INC.

Page 2

STATE OF FLORIDA)
)ss
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 11 day of MAR, 2016, by **Michael Josephs, as President and Wilma Felder, as Secretary of Williams Island Property Owners' Association, Inc.**, a Florida Not For Profit Corporation, on behalf of the corporation. They (who are personally known to me) / (who have produced _____ as identification) and (did)/(did not) take an oath.




Notary Public - State of Florida

Print Name: PABLO ARUS

My Commission Expires: 5/2/19

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EXHIBIT A

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF WILLIAMS ISLAND PROPERTY OWNERS' ASSOCIATION, INC.

AMENDMENT

(added language by underline, deletion by ~~strikeout~~)

ARTICLE XIV

- (a) Indemnitees. The Association shall indemnify any person who was or is a defendant party to any proceeding (other than an action by or in the right of the Association) by reason of the fact that he/she is or was a Voting Member, Director, officer, or committee member (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, in and of itself create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding had reasonable cause to believe that his/her conduct was unlawful.
- (b) Indemnification. The Association shall indemnify any person, who was or is a defendant party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he/she is or was a Voting Member, Director, officer or committee member of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof.
- (c) Indemnification for Expenses. To the extent that a Voting Member, Director, officer or committee member of the Association has been successful on the merits or otherwise in defense of any proceeding, referred to herein or in the defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses actually and reasonably incurred by him/her in connection therewith.

- (d) Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this Article are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its Voting Members, Directors, officers or committee members under any bylaw, agreement or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any Voting Member, Director, officer or committee member if a judgment or other final adjudication establishes that his/her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:
1. A violation of the criminal law, unless the Voting Member, Director, officer or committee member had reasonable cause to believe his/her conduct was lawful or had no reasonable cause to believe his/her conduct was unlawful; or
 2. A transaction from which the Voting Member, Director, officer or committee member derived an improper personal benefit; or
 3. Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.
- (e) Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue, unless otherwise provided when authorized or ratified, to a person who has ceased to be a Voting Member, Director, officer or committee member and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.
- (f) Effect of Insurance. In the event the Association has insurance which may apply to the defense and/or liability of a person falling under this Article XIV, the Association is responsible for pursuing insurance coverage for defense and indemnity. The indemnitee shall be entitled to the advancement of legal expenses as provided for herein until such time as an insurer agrees to undertake defense of the action and assigns counsel. In the event that any insurance policy contains provisions with respect to control of the settlement, the policy of the insurance policy will take precedence.

- (g) Definitions. For purposes of this Article, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; the term "serving at the request of the Association" shall be deemed to include any service as a Voting Member, Director, officer or committee member of the Association that imposes duties on such persons.
- (h) Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment. The provisions of this Article XIV shall be applicable and be deemed as in full force and effect as of February 4, 2016.

EXHIBIT C

**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
WILLIAMS ISLAND PROPERTY OWNERS' ASSOCIATION, INC.
EFFECTIVE FEBRUARY 4, 2016**

As of February 4, 2016 the Board of Directors and the Voting Members (the number of votes cast were sufficient for approval) of **WILLIAMS ISLAND PROPERTY OWNERS' ASSOCIATION, INC.** (the "Corporation"), hereby approves the following amended and restated Articles of Incorporation pursuant to the provisions of §617.1002 and §617.1007 of the Florida Not For Profit Corporation Act. The following amended and restated Articles of Incorporation supersede the original Articles of Incorporation, the Amended and Restated Articles of Incorporation and all amendments to them.

ARTICLE I

The name of the corporation shall be **WILLIAMS ISLAND PROPERTY OWNERS' ASSOCIATION, INC.** (hereinafter referred to as the "Association") with a principal and mailing address of 7900 Island Boulevard, Aventura, Florida 33160. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by applicable law.

ARTICLE II

The capitalized terms used herein shall have the meanings, if any, given to them in the Third Amended and Restated Declaration of Covenants, Restrictions and Easements for Williams Island which has been or will be recorded in the Miami Dade County, Florida Public Records, as hereafter amended and/or supplemented (the "Williams Island Covenants"), unless the context clearly indicates otherwise; provided that the term "Easement Area" as used herein shall mean at any given time only such portions of the "Easement Area" as defined in the Williams Island Covenants as have theretofore been conveyed to the Association and the term "Homeowners' Association" as used herein shall not include any Association whose members all are members of a Condominium Association (as defined below) but which is not itself a Condominium Association. When used herein, the term "Member" shall mean a member of the Association, the term "By-Laws" shall mean the Association's By-Laws, and the term "Condominium Association" shall mean a Condominium Association responsible for administering one or more condominiums within Williams Island.

ARTICLE III

The purposes for which the Association is formed are:

(a) The specific, primary purpose is to own, operate and maintain the Easement Area, including the Club Facilities.

(b) The general purpose and powers are:

- (i) To promote the common good, health, safety and general welfare of all of the Owners;
- (ii) To exercise all of the Association's powers and privileges, and to perform all of its duties and obligations, arising from the Williams Island Covenants, as amended and supplemented from time to time;
- (iii) To have and to exercise any and all powers, rights and privileges, including the power to delegate as permitted by law, which a Not For Profit Corporation organized under Chapter 617, Florida Statutes, may now or hereafter have to exercise.

The foregoing statement of purpose shall be construed as a statement both of purposes and of powers, and such purposes and powers in each clause shall not be limited or restricted by reference to or interference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers.

ARTICLE IV

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the property within Williams Island by virtue of which the member is an Owner.

The members of each Homeowners' Association and Condominium Association shall be entitled to choose from among themselves one "Voting Member". The Owner of any club complex within Williams Island shall be entitled to designate one "Voting Member", and the Owner of any non-condominium marina or other independent parcel within Williams Island shall be entitled to designate one "Voting Member". The first election of such a Voting Member for a particular Homeowners' Association or Condominium Association shall be conducted immediately following the meeting at which control of that Homeowners' Association or Condominium Association is turned over to Owners other than the developer of the units whose Owners are members of that Homeowners' Association or Condominium Association. At that time, each Owner who is a member of that Homeowners' Association or Condominium Association shall cast one vote for each condominium or cooperative parcel or non-

condominium and non-cooperative unit owned by him, except parking units (in accordance with, except as provided below, the same rules as are set forth in the By-Laws) and the member from each such Homeowners' Association or Condominium Association having a plurality of the votes cast shall be the initial Voting Member for such Homeowners' Association or Condominium Association. Thereafter, the election of the Voting Member for each Homeowners' Association or Condominium Association shall be conducted every other year at the end of its annual meeting (unless its members call a special meeting for the purpose of conducting such an election) and the Voting Member so elected shall serve until his/her successor has been duly elected and has taken office. A member may not hold more than one (1) Voting Member position. An Owner who is a member of more than one Homeowners' Association or Condominium Association may only represent the Homeowners' Association or Condominium Association for their primary declared residence. During the 2011 term only, Voting Members from five of the eleven Condominium Associations were elected, for a one (1) year term, for 2011. Voting Members from the other six Condominium Associations were elected for a two (2) year term, for 2011 and 2012. The determination of which five of the Condominium Associations elected their Voting Members for a one (1) year term was decided by the Voting Members, some of whom volunteered, by drawing lots, or in such other manner as the Voting Members decided. The five Condominium Associations which elected their Voting Members for a one (1) year term for 2011, at their annual meetings in 2011, elected their Voting Members for a two (2) year term, for 2012 and 2013. After the 2011 elections, all elections of Voting Members have been and shall now continue to be for two (2) year terms, or to fill the remainder of a two (2) year term. For purposes hereof, the Voting Members so elected shall be subject to the same rules regarding duration of office, removal from office and the like as are set forth in the By-Laws for the Board of Directors of the Association. If the Voting Member for a particular Homeowners' Association or Condominium Association ceases for any reason to hold that position, he/she may only be replaced by a Member from that Homeowners' Association or Condominium Association and until a special or the annual meeting of members of that Homeowners' Association or Condominium Association results in the election of a new Voting Member, one of the members of the board of directors of the Homeowners' Association or Condominium Association (to be selected at a special meeting of such board of directors within five (5) days of such vacancy) shall serve as the interim Voting Member for that Homeowners' Association or Condominium Association with all of the rights and responsibilities of a Voting Member duly elected by such members as aforesaid.

With respect to any remaining Development Sites within Williams Island which are now or hereafter administered through a Homeowners' Association or Condominium Association, the members of such Homeowners' Association or Condominium Association shall be entitled to choose from among themselves and designate one Voting Member from and after the date that one or more Assessable Units has been constructed upon the site and received a temporary or permanent Certificate of Occupancy, anything to the contrary herein notwithstanding. With respect to any remaining Development Sites within Williams Island which are not administered

through a Homeowners' Association or Condominium Association, the Owner of each subsequent development site shall be entitled to designate one (1) Voting Member from and after the date that one or more Assessable Units has been constructed upon the site and received a temporary or permanent Certificate of Occupancy, anything to the contrary herein notwithstanding. The Owner of the marinas on Williams Island (or Owners, who shall choose from among themselves if any portion of the marinas is converted to a condominium or cooperative) shall be entitled to designate one Voting Member. The Voting Members for such remaining Development Sites shall thereafter be elected and reelected in accordance with the procedures set forth in the preceding paragraph of this Article IV. The provisions of this paragraph of Article IV may not be amended without the written consent of any Owner or Developer whose rights would be substantially and adversely affected by the amendment.

ARTICLE V

The Association shall have one (1) class of Voting Members as follows:

Class A: Class A Voting Members shall be all Voting Members chosen in accordance with provisions of Article IV hereof. Each Class A Voting Member shall be entitled to a number of votes equal to the aggregate number of Assessable Units (as determined pursuant to §9(e) of the Williams Island Covenants) which the properties owned by the Homeowners' Association or Condominium Association members he/she represents have assigned to such properties at the time the vote is taken (if he/she represents members of the a Homeowners' Association or Condominium Association) or which the properties owned by the Owner he/she represents has assigned to such properties at that time (if he/she represents other than Homeowners' Association members or Condominium Association members).

ARTICLE VI

The Association shall have perpetual existence.

ARTICLE VII

The affairs of the Association shall be managed by a Board of Directors which shall consist of the number of Class A Voting Members in the Association. Each Class A Voting Member shall automatically be a member of the Board of Directors of the Association (the "Class A Directors"). Each Class A Director shall serve on the Board of Directors only for a term commensurate with his/her term as a Class A Voting Member, and upon his/her resignation and/or removal as a Class A Voting Member shall automatically be deemed to have resigned from the Board of Directors. Any successor Class A Voting Member shall thereafter automatically be deemed a Class A Director upon being duly elected or otherwise duly designated and/or selected as a Class A Voting Member. Accordingly, any Class A Director may only be removed from the Board of Directors by being unseated as the Class A Voting

Member by the Homeowners' Association, Condominium Association or other constituency which such Class A Voting Member represents.

Each member of the Board of Directors of the Association shall have the following number of votes in all matters of, or to be determined by, the Board:

Each Class A Director shall be entitled to one (1) vote.

A Director shall discharge his/her duties as a Director, including any duties as a member of a Committee, in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge, concerning a matter in question that makes reliance unwarranted, a Director, in discharging his/her duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented, legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence, or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a Director or any failure to take action, if he performed the duties of his/her office in compliance with the foregoing standards.

ARTICLE VIII

The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect. One person may hold more than one office, subject to the limitations set forth in the By-Laws.

The officers of the Association, in accordance with applicable provisions of the By-Laws, shall be elected by the Board of Directors annually for terms of one (1) year and until qualified successors are duly elected and have taken office.

ARTICLE IX

The By-Laws of the Association may be made, altered, or rescinded at any regular meeting of the Directors, or any special meeting duly called for such purpose, upon the vote of the Directors as provided in the By-Laws.

ARTICLE X

Amendments to these Articles of Incorporation shall be proposed by a member of the Board of Directors of the Association and after notice to Voting Members within the time and in the manner provided for in Chapter 617 of the Florida Statutes, as amended, setting forth the proposed amendment or a summary of the changes to be effected thereby, thereafter shall be submitted to a meeting of the membership of the Association for adoption or rejection (by affirmative vote of a majority of the Voting Members).

ARTICLE XI

The registered office of this Not For Profit Corporation shall be at 7900 Island Boulevard, Aventura, Florida 33160, with the privilege of having its office and branch offices at other places within or without the State of Florida. The registered agent of the Association shall be Gary M. Mars, Esquire, Siegfried, Rivera, Hyman, Lerner, De La Torre, Mars & Sobel, P.A., 201 Alhambra Circle, 11th Floor, Coral Gables, Florida 33134.

ARTICLE XII

The Association shall not pay a dividend to its members and shall make no distribution of income to its Members, Directors or officers, and upon dissolution of the Association, all of its assets shall be conveyed to another non-profit corporation, unincorporated association or public agency.

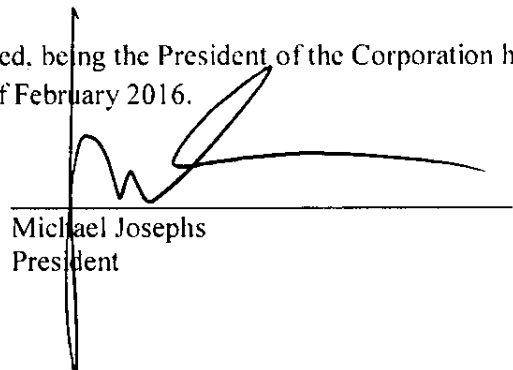
ARTICLE XIII

In addition to the powers set forth in these Articles of Incorporation, the Association shall have all of the powers and duties reasonably necessary to operate pursuant to the Williams Island Covenants and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect assessments and other charges against Members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Williams Island Covenants and By-Laws.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Easement Area and other property acquired or leased by the Association in accordance with the provisions of the Williams Island Covenants.

- (d) To purchase insurance upon the Easement Areas and other property and insurance for the protection of the Association, its officers, directors and Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Easement Area and other property and for the health, comfort, safety and welfare of the Owners.
- (f) To enforce by legal means the provisions of the Williams Island Covenants, these Articles, the By-Laws and the rules and regulations for the use of the Easement Area and other property under applicable law.
- (g) To contract for the management and maintenance of the Easement Area and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Easement Area which such funds as shall be made available by the Association for such purposes. The Association shall, however, retain at all times the powers and duties to make assessments, promulgate rules and execute contracts on behalf of the Association.
- (h) To employ personnel to perform the services required for the proper operation of the Easement Area.
- (i) To execute all documents and consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.) and in that regard, each Owner, by acceptance of the deed to such Owner's unit, and each mortgagee of a unit by acceptance of a lien on said unit, appoints and designates the President of the Association as the Owner's and mortgagee's agent and attorney-in-fact to execute any and all such documents or consents.

IN WITNESS WHEREOF, the undersigned, being the President of the Corporation has signed these Articles of Incorporation this 4th day of February 2016.



Michael Josephs
President

The date of each amendment(s) adoption: March 3, 2016, if other than the date this document was signed.

Effective date if applicable: March 3, 2016
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated

4/19/2016

Signature

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

MICHAEL JOSEPH

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)