

LO1000020374

(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:

3/2 amend

LO1-20374

Office Use Only



400029480124

03/02/04--01051--002 **25.00

MJH

FILED
04 MAR -2 PM 4:36
TOLSON, J. E.

Everett H. Van Hoesen
Vanguard Development Group, LLC
1100 S. Collier Blvd. #1123
Marco Island, FL 34145-6465
Ph: 239-642-7088 Fax 239-394-4043
E-mail ehvh@sprynet.com

March 1, 2004

Division of Corporations
State of Florida
409 E. Gains Street
Tallahassee, FL 32399

Re: Articles of Amendment to Articles of Incorporation, Vanguard Development Group L01000020374

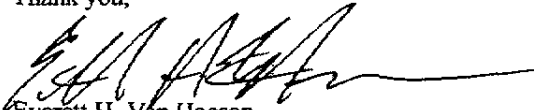
Enclosed is an Amendment of our Articles of Incorporation.

Robert A. Van Winkle has been designated a Special Manager and assigned a 10% interest in the corporation.

A \$25.00 check to cover the filing fee is also enclosed.

Please update the Corporations Online web site ASAP

Thank you,


Everett H. Van Hoesen
Primary Manager

**ARTICLES OF AMENDMENT
TO ARTICLES OF ORGANIZATION
OF**

FILED
APR 14 2004 PM 4:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

VANGUARD DEVELOPMENT GROUP, LLC

- FIRST:** The date of filing of the articles of organization was 11/27/2001
- SECOND:** The following amendments to the articles of organization were adopted by the limited liability company:

Effective 02/24/04 Robert A. Van Winkle, an owner of 10% of the LLC has been elected, designated and appointed a Special Manager-Construction of Vanguard Development Group, LLC.

Effective 03/08/04 David W. Van Hoesen, an owner of 10% of the LLC has been designated and appointed a Special Manager-Qualifier of Vanguard Development Group, LLC.

Dated: March 8, 2004


Everett H. Van Hoesen, Manager

**ARTICLES OF AMENDMENT
TO ARTICLES OF ORGANIZATION
OF**

VANGUARD DEVELOPMENT GROUP, LLC

FIRST: The date of filing of the articles of organization was 11/27/2001

SECOND: The following amendment to the articles of organization was adopted by the limited liability company:

FILED
04 MAR -2 PM 4:36
TALLAHASSEE, FLORIDA

ASSIGNMENT OF INTEREST

THAT EVERETT H. VAN HOESSEN (hereinafter referred to as "Assignor"), for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Assignor in hand paid by ROBERT A. VAN WINKLE (hereinafter referred to as "Assignee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has **SOLD, TRANSFERRED, ASSIGNED AND CONVEYED**, and does hereby **SELL, TRANSFER, ASSIGN AND CONVEY** unto Assignee absolutely all of Assignor's right, title and interest in and to a TEN PERCENT (10%) beneficial interest in VANGUARD DEVELOPMENT GROUP, LLC, (the "LLC") a Florida limited liability company.

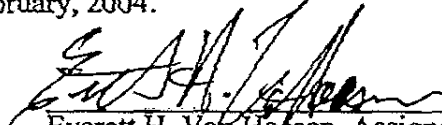
This Assignment results in Assignee's receiving a ten percent interest in the LLC as such is more fully described in that certain Operating Agreement dated November 20, 2001, as subsequently amended (the "Agreement").

Assignee covenants and agrees to be bound by all the terms and provisions of the Agreement. Without limiting the foregoing, Assignee assumes all Assignor's obligations under the Agreement, and covenants and agrees to perform all such obligations and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, at any time or from time to time at the request of Assignor, such other and further separate and specific undertakings, documents and instruments, and to take, or cause to be taken, such other action, as Assignor may reasonably request, all in order more effectively to effect the assumption and undertaking of Assignee to perform the obligations of Assignor under the Agreement to the extent of the interest of Assignor assigned to Assignee hereunder.

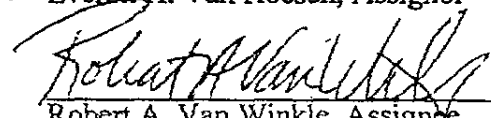
Assignor warrants to Assignee (i) that Assignor has good and absolute title to all of the interest herein assigned, subject to no defect of title, lien, mortgage, claim or encumbrance whatsoever; (ii) that Assignor has full power and authority to sell, assign, transfer, convey and deliver said interest to Assignee and (iii) that the transfer of said interest in the manner herein provided will not cause a default under any agreement respecting said interest. Assignor further warrants that Assignor will defend said interest against the claims and demands of all persons or the benefit of Assignee.

Assignor covenants and agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, at any time or from time to time at the request of Assignee, such other and further separate and specific assignments, documents and instruments, and to take, or cause to be taken, such other action as Assignee may reasonably request, all in order more effectively to sell, transfer, assign and convey the interest intended to be sold, transferred, assigned and conveyed by this Assignment.

EXECUTED this 24th day of February, 2004.

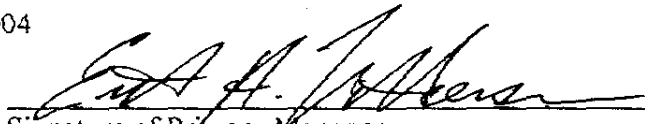


Everett H. Van Hoesen, Assignor

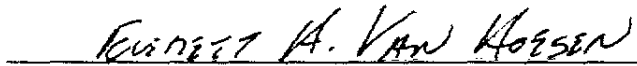


Robert A. Van Winkle, Assignee

Dated 03/02/2004



Signature of Primary Manager



Everett H. Van Hoesen, Primary Manager