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J. BRYAN AUG 15 2006

Howard A. Speigel, P.A.

ATTORNEY AND COUNSELOR AT LAW

1133 Louisiana Avenue
Suite 214
Winter Park, Florida 32789
hspeigel@yahoo.com
(407) 647-5700
FAX (407) 647-8272

August 10, 2006

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

In Re: Harbour Bend , L.L.C.; Document #L02000033990

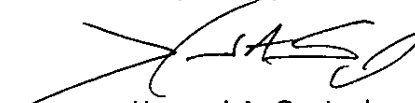
Gentlemen:

Enclosed herein please find a fully executed Second Amended Articles of Incorporation, together with an executed cover sheet.

Also enclosed is my check in the amount of \$55.00 for the filing fee, and the return of a certified copy of the amended articles.

Please file the articles, and return a certified copy to this office.

Very truly yours,


Howard A. Speigel

enclosure
HAS/bah

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**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
FOR
HARBOUR BEND, L.L.C.**

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First: The Articles of Organization were filed on December 17, 2002 and assigned Document number L02000033990.

SECOND: This amendment restates the Articles of Organization and which are attached hereto.

Dated August 10, 2006.



David Meadows, member

SECOND AMENDED ARTICLES OF ORGANIZATION
OF
HARBOUR BEND, L.L.C
A Florida Limited Liability Company

PREAMBLE

We, the undersigned, do hereby associate ourselves under the following Articles, for the purpose of forming a limited liability company under the laws of the State of Florida.

ARTICLE I

NAME

The name of this Limited Liability Company is: HARBOUR BEND, L.L.C.

ARTICLE II

NATURE OF BUSINESS

The purpose of the Company shall be solely to acquire, operate and dispose of that real property described in the attached Exhibit "A", commonly known as Harbour Bend in Longwood, Florida (the "Property"). So long as the Company is obligated on any indebtedness or obligations of any kind whatsoever to LaSalle Bank National Association, a national banking association (and its successors and/or assigns, collectively, "Lender"), except upon the express prior written consent of Lender; (i) the foregoing statement of purpose shall not be amended; and (ii) the Company shall not hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than the Property, or become a shareholder of or member or partner in any entity which acquires or holds any property other than the Property.

ARTICLE III

LIMITED LIABILITY COMPANY POWERS

This Limited liability company shall have all powers now and hereafter granted Limited liability Companies for profit under the laws of the State of Florida, including, but not limited to:

- (1) Make and enter into all contracts necessary and proper for the conduct of its business.
- (2) Conduct business, have one or more Members with interests in the L.L.C., and buy, hold, mortgage, sell, convey, lease or otherwise dispose of real and personal (tangible and intangible) property or any interest therein of any nature whatsoever, in this state and in any of the several states, territories, possessions and dependencies of the United States, the District of Columbia, and foreign countries.
- (3) Purchase the corporate assets of any corporation and engage in the same character of business.
- (4) Acquire, take, hold, sell and dispose of patents, copyrights, trade marks and

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any licenses or other assets or interests thereunder of therein.

(5) Acquire, take, hold, sell and convey such property as may be necessary in order to obtain or secure payment of any indebtedness or liability to it.

(6) Guarantee, endorse, purchase, deal in, hold, sell, transfer, mortgage, exchange, pledge or otherwise dispose of, alone, in syndicate, or otherwise in conjunction with others, the shares of the capital stock of, or any bonds, securities or other evidences of indebtedness created by any other limited liability company, association, partnership, syndicate, entity, person or governmental, municipal or public authority in this state or any other state or government and, while owner thereof, exercise all the rights, powers and privileges of ownership, including voting rights.

(7) Contract debts and borrow money at such rates of interest not to exceed the lawful interest rate and upon such terms as it or its Board of Directors may deem necessary or expedient and shall authorize and agree upon, issue and sell or pledge bonds, debentures, notes and other evidences of indebtedness, whether secured or unsecured, including obligations which are convertible into the capital stock of the limited liability company, and execute such mortgages and other instruments upon or encumbering its property or credit to secure the payment of money borrowed or owing by it, as occasion may require and the Management may deem expedient; and

a. Provide in such instruments for transferring Company property of every kind and nature then belonging to or thereafter acquired by it, as security for any bonds, notes, debenture or other evidence of indebtedness issued or debts or sums of money owing by it; and

b. Provide in case of the sale of any property by virtue of any such instrument of, or any foreclosure, the party acquiring title shall have the same rights, privileges, grants, franchises, immunities and advantages, in and by such instruments enumerated or conveyed, as belonged to and were enjoyed by it.

(8) Lend and advance money, extend credit, take notes and any kind or nature of evidence of indebtedness therefor.

(9) Make gifts for educational, scientific or charitable purposes.

(10) Indemnify any person made a party, or threatened to be made a party, to any threatened, pending or completed action, suit or proceeding:

a. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the limited liability company to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of director, officer, employee, or agent of the limited liability company, or of any other limited liability company, partnership, joint venture, trust, or other enterprise which he served as such at the request of the limited liability company, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit, proceeding, or any appeal therein, if such person acted in good faith and in the reasonable belief that such action was in the best interest of the limited liability company, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit, or

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proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent shall not in itself create a presumption that any such director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the limited liability company or that he had reasonable grounds for belief that such action was unlawful;

b. By or in the name of the limited liability company to procure a judgment in its favor by reason of his being or having been a director, officer, employee or agent of the limited liability company, or of any other corporation, partnership, joint venture, trust, or other enterprise which he served as such at the request of the limited liability company, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection an appeal therein, if such person acted in good faith and in the reasonable belief that such action was in the best interest of the limited liability company. Such person shall not be entitled to indemnification in relation to matters as to negligence or misconduct in the performance of his duty to the limited liability company unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit, or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

c. To the extent that a director, officer, employee or agent in the L.L.C., management, officer, employee or agent of the company has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph (a) or (b), or in any defense of any claim, issue, or matter therein, he shall be indemnified against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection therewith.

d. If a determination is made that indemnification of the director, officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Paragraph (a) or (b), unless indemnification is ordered by the tribunal before which such action, suit, or proceeding is held. Such determination shall be made by the Members with interest in the L.L.C. who were not parties to such action, suit or proceeding.

(11) Pay expenses incurred in defending any action, suit or proceeding in advance of the final disposition of such action, suit, or proceeding as authorized in the manner provided herein upon receipt of an undertaking by or on behalf of the member, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the limited liability company as authorized by this section.

(12) Indemnify any person, identified in Subsection 10, without affecting any other rights to which those indemnified may be entitled under any provision herein.

(13) Purchase and maintain insurance on behalf of any person who is or was a Member, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against liability asserted against him and incurred by him in any such capacity or arising out of his status as such.

(14) Enter into general partnerships, limited partnerships (whether the limited liability company be a limited or general partner), joint ventures, syndicates, pools, associations, and other arrangements for carrying on one or more of the purposes set forth in

its Articles of Organization, jointly or in common with others, so long as the participating L.L.C., corporation, person, or association would have power to do so alone.

ARTICLE IV

TERMS OF EXISTENCE

This limited liability company shall exist perpetually. Notwithstanding anything to the contrary contained in these Articles of Organization, the Company and its managers and members hereby waive their right to dissolve or terminate, or consent to the dissolution or termination of, the Company, or these Articles of Organization and shall not take any action towards that end so long as the Company is obligated on any indebtedness or obligations of any kind whatsoever to LaSalle Bank National Association, a national banking association, and its successors and/or assigns, collectively "Lender" except upon the express prior written consent of Lender. Further, the death, retirement, incapacity, insanity, expulsion or resignation, bankruptcy, insolvency, dissolution or other similar proceeding of, or pertaining to, any Manager or Member, or any other event or act causing dissolution of the Company pursuant to Chapter 608, Florida Statutes or these Articles of Organization, shall not constitute an event of liquidation, dissolution, or termination of the Company or these Articles of Organization, except upon the express prior written consent of Lender. Any amendments to this provision of Article II – General Nature of Business, or any other article relating either to the business purpose or entitlement to the dissolution of the Articles of Organization or this company, shall require the prior written consent of Lender, provided that such consent shall not be required once the Company no longer has any indebtedness or other obligation of any kind whatsoever owing or due Lender. This provision shall cease to be of further force or effect once the company no longer has any outstanding indebtedness or other obligation of any kind whatsoever owing or due Lender.

ARTICLE V

MEMBERS WITH INTEREST IN L.L.C. AND MANAGEMENT

(1) This company shall be a manager-managed and the business shall be conducted by the following Management Group designated by the Members with interest in the L.L.C. for such purpose. Corporate action shall be approved by a majority vote of members of the Management Group.

(2) The names and street addresses of the members are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jessica Locke	2626 Tryon Place, Windermere, FL 34786
Whitney Woods	2907 Bayshore Vista Dr., Tampa, FL 33649
David Meadows Trustee of the JWJ Trust Agreement dated December 2, 1986, as amended December 30, 1999	400 Saddleworth Place, Heathrow, FL 32746

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(3) The management of the Harbour Bend, L.L.C. shall be as follows:

<u>NAME</u>	<u>MANAGEMENT POSITION</u>	<u>ADDRESS</u>
David Meadows	Manager	400 Saddleworth Place Heathrow, FL 32746

(4) Matters Affecting Management:

- i. Any matter relating to the business of this limited liability company may be exclusively decided by the manager.
- ii. The manager must be designated, appointed, elected, removed, or replaced by a vote, approval, or consent of a majority-in-interest, of the members, and, the manager shall hold office until a successor has been elected and qualified, unless the manager sooner resides or is removed.
- iii. Actions requiring the consent of the manager may be taken without a meeting.

ARTICLE VI

STREET ADDRESS AND DESIGNATION OF REGISTERED AGENT

Harbour Bend, L.L.C., desiring to organize under the laws of the State of Florida, has designated its principal office and mailing address at 400 Saddleworth Place, Heathrow, FL 32746 and has named as its initial Registered Agent, David Meadows, whose address is 400 Saddleworth Place, Heathrow, FL 32746.

ARTICLE VII

ORGANIZING MEMBERS OF THE L.L.C.

The name and address of the persons signing these Articles of Organization on behalf of the organizing members are:

<u>ORGANIZING MEMBER</u>	<u>ADDRESS</u>
Jessica Locke	2626 Tryon Place, Windermere, FL 34786
Whitney Woods	2907 Bayshore Vista Dr., Tampa, FL 33649
David Meadows Trustee of the JWJ Trust Agreement dated December 2, 1986, as amended December 30, 1999	400 Saddleworth Place, Heathrow, FL 32746

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ARTICLE VIII

ADMISSION OF NEW MEMBERS

The Company shall admit new members as follows:

All existing members shall have first received notice of the intent to admit a new member. Such notice shall be in writing and sent out ten (10) days prior to the date which the new member intends to join. Upon the 10th day or any time set in the written notice, all the existing members shall vote to allow the new member to join. It is agreed that a vote of 66% of the existing members of record shall be necessary to ratify the acceptance of the new member. It shall be a condition that such new member deposit a sum equal to the percentage of paid-in-capital the new member is to be assigned.

Such deposit shall be made before said new member shall be considered for membership in escrow with the attorneys designated by the company at the time notice is sent to the existing members of record. Acceptance of the new member shall constitute immediate authority of the company attorney to deposit all the sums into the company's account and said amount shall be designated (additional) paid-in-capital.

ARTICLE IX

CONTINUANCE OF MEMBERSHIP

In case of death, retirement, resignation or dissolution of a member or the occurrence of any event which terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue operating the company as if the member were still a participating member. Upon such occurrence the former member or his heirs, designee, trustee or designee shall be entitled to receive the percentage of profit or losses as existed prior to such event.

By: Whitney Woods
Whitney Woods

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, WHITNEY WOODS, to me well known, and known to me to be the individual described in and who executed the foregoing, and whose identity was further established by presentation to me of the known (form of identification) and who acknowledged before me that all of their statements herein are true and correct, and that he/she executed the same freely and voluntarily for the purposes therein expressed.

SWORN TO AND SUBSCRIBED for me this 10th day of AUGUST, 2006. WITNESS my hand and official seal in the county and state last aforesaid.

Donna Jean Nelson
Notary

My Commission Expires:



Donna-Jean Nelson
Commission #DD169574
Expires: Dec 30, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

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By: Jessica Locke
Jessica Locke

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, JESSICA LOCKE, to me well known, and known to me to be the individual described in and who executed the foregoing, and whose identity was further established by presentation to me of the known (form of identification) and who acknowledged before me that all of their statements herein are true and correct, and that he/she executed the same freely and voluntarily for the purposes therein expressed.

SWORN TO AND SUBSCRIBED for me this 10th day of August, 2006. WITNESS my hand and official seal in the county and state last aforesaid.

Donna-Jean Nelson
Notary

My Commission Expires:



Donna-Jean Nelson
Commission #DD169574
Expires: Dec 30, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

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By: David Meadows

David Meadows Trustee
of the JWJ Trust Agreement
dated December 2, 1986,
as amended December 30, 1999

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, DAVID MEADOWS as trustee, to me well known, and known to me to be the individual described in and who executed the foregoing, and whose identity was further established by presentation to me of the known (form of identification) and who acknowledged before me that all of their statements herein are true and correct, and that he/she executed the same freely and voluntarily for the purposes therein expressed.

SWORN TO AND SUBSCRIBED for me this 10th day of AUGUST, 2006. WITNESS my hand and official seal in the county and state last aforesaid.

Donna Jean Nelson
Notary

My Commission Expires:



Donna-Jean Nelson
Commission #DD169574
Expires: Dec 30, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

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CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 OR 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: Harbour Bend, L.L.C.
2. The name and the Florida street address of the registered agent are:
David Meadows, 400 Saddleworth Place, Heathrow, Fl 32746

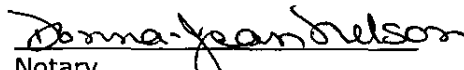
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


David Meadows, as trustee

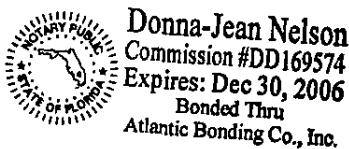
STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, David Meadows as trustee of the JWJ Trust Agreement, to me well known, and known to me to be the individual described in and who executed the foregoing, and whose identity was further established by presentation to me of the personally known (form of identification) and who acknowledged before me that all of their statements herein are true and correct, and that he/she executed the same freely and voluntarily for the purposes therein expressed.

SWORN TO AND SUBSCRIBED for me this 10th day of August, 2006.
WITNESS my hand and official seal in the county and state last aforesaid.


Notary

My Commission Expires:



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**Harbour Bend Office Condominiums Phase Three
Legal Description**

From the Southwest Corner of the Southeast 1/4 of Section 4, Township 21 South, Range 29 East, Seminole County, Florida, run North along the West Line of said Southeast 1/4, a distance of 138.49 feet; thence run $89^{\circ}50'00''$ E, 50.00 feet, thence run North 420.02 feet to the Southwest Corner of BRANTLEY HARBOR EAST SECTION OF MEREDITH MANOR, as recorded in Plat Book 22, Page 42, of the Public Records of Seminole County, Florida, said Point being on a curve concave Southeastery, having a radius of 1682.40 feet and a tangent bearing of $N.34^{\circ}56'17''$ E at said Point; thence run Northeastly, along the arc of said curve and the Southeastery Line of said BRANTLEY HARBOR EAST SECTION OF MEREDITH MANOR, 365.00 feet through a central angle of $12^{\circ}25'49''$ to the POINT OF BEGINNING; thence continue Northeastly, along the arc of said curve and said Southeastery Line of BRANTLEY HARBOR EAST SECTION OF MEREDITH MANOR, 424.89 feet through a central angle of $14^{\circ}27'48''$ to the Southeast Corner of said BRANTLEY HARBOR EAST SECTION OF MEREDITH MANOR; thence run South 231.44 feet to a Point on the Northwestery Right-of-Way Line of State road 434, said Point being on a curve concave Southeastery, having a radius of 1482.40 feet and a tangent bearing of $S57^{\circ}36'19''$ W at said Point, thence run Southwestery, along the arc of said curve, 253.67 feet through a central angle of $09^{\circ}48'16''$ to a Point; thence run $N.45^{\circ}49'59''$ W 200.35 feet to the Point of Beginning.

ALSO BEING DESCRIBED AS:

That certain Condominium Parcel known as Units 30 through 50, HARBOUR BEND, PHASE III, together with an undivided interest in the land, common elements and common expenses appurtenant to said Units, all in accordance with and subject to the Covenants, Conditions, Restrictions, Terms and other provisions of that certain Declaration of Condominium of Harbour Bend, Phase I, recorded in Official Records Book 1547, Page 927; as amended by that certain Amendment to Declaration of Condominium of Harbour Bend, Phase I, recorded in Official Records Book 1616, Page 939; and the Declaration of Condominium of Harbour Bend, Phase III, recorded in Official Records Book 3385, Page 608; all of the Public Records of Seminole County, Florida.

ALSO TOGETHER WITH:

Any and all interest whatsoever held by J. Cheney Mason as a joint venturer under that certain Notice of Joint Venture Agreement dated March 31, 1988 and recorded in Official Records Book 1948, Page 923 through 932, inclusive, and that certain Second Notice of Joint Venture Agreement dated January 8, 1999 and recorded in Official Records Book 3588, Page 1102; all of the Public Records of Seminole County, Florida.

EXHIBIT A

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