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Sunshine State Corporate Compliance Company

3458 Lakeshore Drive, Tallahassee, Florida 32312

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DATE 08/22/2024

****WALK IN****

ENTITY NAME Whispering Palms MHC, LLC

DOCUMENT NUMBER _____

****PLEASE FILE THE ATTACHED AND RETURN****

XXXXXXXXXX

Plain Copy

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Certificate of Status

****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

Certified Copy of Arts & Amendments

Certificate of Good Standing

****APOSTILLE' / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED \$25

ACCOUNT #: I20160000072

S R M

Please call Tina at the above number for any issues or concerns. Thank you so much!

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**THIRD AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
WHISPERING PALMS MHC, LLC**

Whispering Palms MHC, LLC, a limited liability company organized and existing under and by virtue of the provisions of the Florida Revised Limited Liability Company Act (the "Act").

DOES HEREBY CERTIFY:

That the name of this limited liability company is Whispering Palms MHC, LLC, and that this limited liability company was originally organized under the name Whispering Palms MHC, LLC, by the filing of articles of organization pursuant to the Act, on August 25, 2003, as amended and restated as of July 13, 2007, and as further amended and restated as of July 23, 2014.

That the Manager of this limited liability company duly adopted resolutions proposing to amend and restate the Second Amended and Restated Articles of Organization of this limited liability company, declaring said amendment and restatement to be advisable and in the best interests of this limited liability company and its members, and authorizing the appropriate officers of this limited liability company to solicit the consent of the members therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Second Amended and Restated Articles of Organization of this limited liability company be amended and restated in their entirety to read as follows:

ARTICLE I

NAME

The name of the limited liability company shall be WHISPERING PALMS MHC, LLC (the "**Company**").

ARTICLE II

ADDRESS

The mailing address and street address of the principal office of the Company is c/o Evergreen Communities, 321 North Pass Avenue, Suite 300, Burbank, California 91505.

ARTICLE III

DEFINITIONS

The following definitions shall apply for all purposes of these Articles of Organization:

"Operating Agreement of the Company" shall mean the operating agreement (as defined in the Act) duly adopted by the Members of the Company, as in effect as of the date hereof, and as the same may be amended or modified from time to time.

"Member" or **"Member of the Company"** shall mean a person holding a membership interest issued by the Company and admitted to the Company as a member pursuant to the Operating Agreement of the Company.

ARTICLE IV

DURATION AND DISSOLUTION

The Company shall continue in existence perpetually, unless the Company is dissolved and its affairs wound up in accordance with the provisions of these Articles of Organization, Chapter 605 of the Florida Statutes, or under the Operating Agreement of the Company. The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company interest shall be subject to all of the restrictions as may be set forth in the Operating Agreement of the Company to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member.

ARTICLE V

INDEMNIFICATION

The Company shall indemnify the Manager and Members to the fullest permitted by the Act, as amended from time to time. The Company may also indemnify its employees and other representatives or agents up to the fullest extent permitted under Chapter 605 of the Florida Statutes or other applicable law.

ARTICLE VI

COMPANY PROPERTY; PARTITION

All property owned by Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each Member's limited liability company interest shall be personal property for all purposes.

To the fullest extent permitted by law, no Member shall have any right or power to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company, and no Member shall have the status of a creditor with respect to any distribution pursuant to the Operating Agreement of the Company. The interest of each Member in the Company is personal property.

ARTICLE VII

CONTINUATION OF THE COMPANY

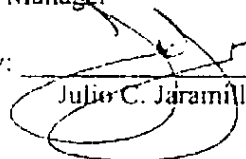
Upon the occurrence of any event that causes the last remaining Member of the Company to cease to be a Member of the Company or that causes the Member to cease to be a Member of the Company, to the fullest extent permitted by law, the personal representative of such member is hereby authorized to, and shall, within ninety (90) days after the occurrence of the event that terminated the continued membership of such Member in the Company, agree in writing (i) to continue the Company, and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member of the Company.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has made, subscribed and affirmed these Third Amended and Restated Articles of Organization, under penalties of perjury, as the duly authorized Manager of the Company, and representative of the Members of the Company, that the foregoing Third Amended and Restated Articles of Organization have been duly adopted by the Members of the Company.

WHISPERING PALMS MHC, LLC,
a Florida limited liability company

By: Evergreen Communities, LLC,
a California limited liability company,
its Manager

By: 
Julio C. Jaramillo, Manager

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TALLAHASSEE, FLORIDA