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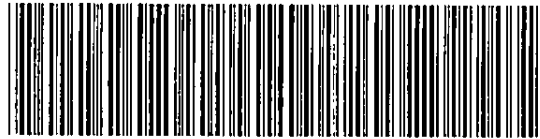
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# CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
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## NONPROFIT HOUSING PRESERVATION, LLC

Please Debit FCA000000003 For: 55

Thank you Seth Neeley

Signature

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\_\_\_\_ Art of Inc. File \_\_\_\_\_  
\_\_\_\_ LTD Partnership File \_\_\_\_\_  
\_\_\_\_ Foreign Corp. File \_\_\_\_\_  
\_\_\_\_ L.C. File \_\_\_\_\_  
\_\_\_\_ Fictitious Name File \_\_\_\_\_  
\_\_\_\_ Trade/Service Mark \_\_\_\_\_  
\_\_\_\_ Merger File \_\_\_\_\_  
\_\_\_\_ Art. of Amend. File \_\_\_\_\_  
\_\_\_\_ RA Resignation \_\_\_\_\_  
\_\_\_\_ Dissolution / Withdrawal \_\_\_\_\_  
\_\_\_\_ Annual Report / Reinstatement \_\_\_\_\_  
\_\_\_\_ ☒ Cert. Copy \_\_\_\_\_  
\_\_\_\_ Photo Copy \_\_\_\_\_  
\_\_\_\_ Certificate of Good Standing \_\_\_\_\_  
\_\_\_\_ Certificate of Status \_\_\_\_\_  
\_\_\_\_ Certificate of Fictitious Name \_\_\_\_\_  
\_\_\_\_ Corp Record Search \_\_\_\_\_  
\_\_\_\_ Officer Search \_\_\_\_\_  
\_\_\_\_ Fictitious Search \_\_\_\_\_  
\_\_\_\_ Fictitious Owner Search \_\_\_\_\_  
\_\_\_\_ Vehicle Search \_\_\_\_\_  
\_\_\_\_ Driving Record \_\_\_\_\_  
\_\_\_\_ UCC 1 or 3 File \_\_\_\_\_  
\_\_\_\_ UCC 11 Search \_\_\_\_\_  
\_\_\_\_ UCC 11 Retrieval \_\_\_\_\_  
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AMENDED AND RESTATED ARTICLES OF ORGANIZATION  
OF NONPROFIT HOUSING PRESERVATION, LLC

2024 SEP 25  
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AM 11:46

Pursuant to the provisions of ' 605.0202, Florida Statutes and Article X of the Company's Articles of Organization in existence immediately prior to the adoption of these Articles, the sole Member of NONPROFIT HOUSING PRESERVATION, LLC (the "Company") hereby amends the Company's Articles of Organization as of June 21, 2024 as follows

**Article I – Name:**

The name of the limited liability company is NONPROFIT HOUSING PRESERVATION, LLC (the "Company"). It is organized as a "manager managed limited liability company" as defined in the Act.

**Article II – Address:**

The mailing, registered street address of the principal office of the Company is 2001 West Blue Herron Blvd., Suite 201, Riviera Beach, FL 33404. The Member(s) of the Company may at any time and from time to time change mailing, registered street address of the principal office of the Company.

**Article III – Duration:**

The period of duration for the Company shall be perpetual, unless dissolved in accordance with the terms of the Operating Agreement of the Company.

**ARTICLE IV - Company Purposes**

The Company is organized, and will be operated, exclusively for charitable purposes within the meaning of Section 501 (c)(3) of the

Internal Revenue Code of 1986, as amended (the "Code") and may transact any and all lawful business for which limited liability companies or non-profit corporations authorized to engage in charitable, religious, scientific, educational, literary or fraternal purposes may be formed or incorporated under the Florida Revised Limited Liability Company Act or Florida Not For Profit Act. The Company shall be disregarded as an entity for federal income tax purposes pursuant to U.S. Treasury Regulation 301.7701-3(b)(1)(ii) and shall also be authorized to engage in such other business activities as may be necessary or permissible for its operation.

#### **Article V – Management:**

The Company shall be a manager managed limited liability company, with its powers exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Manager(s), subject to any limitation set forth in the Operating Agreement of the Company. The officers of the Company shall have general and active management of the business and affairs of the Company and shall see that all orders and resolutions of the Company and the Manager Majority are carried into effect, subject to any limitation set forth in the Operating Agreement of the Company.

The names and addresses of the current Managers are:

JOHN CORBETT  
c/o The Partnership, Inc.  
2001 West Blue Herron Blvd., Suite 201  
Riviera Beach, FL 33404

#### **Article VI – Membership**

The sole member of the Company is The Partnership, Inc., a Florida nonprofit corporation that is exempt from federal income tax

under section 501(c)(3) of the Code, whose exempt charitable purposes are identical to that of this Company. As such, the Company shall make the federal tax elections needed to be treated as a disregarded as an entity for federal income tax purposes pursuant to U.S. Treasury Regulation 301.7701-3(b)(1)(ii).

#### **Article VII – Admission of Additional Members:**

The Company may admit new Members only upon the unanimous consent of all the then existing Members of the Company.

#### **Article VIII – Adoption of Operating Agreement:**

The Company shall adopt an Operating Agreement for the Company, which may contain any provisions for the regulation and management of the affairs of the Company not inconsistent with these Articles of Organization, Chapter 605, Fla. Stat., Ga. Code Ann., § 48-5-41(a)(4) and 26 U.S.C. § 501(c)(3)

#### **Article IX – Registered Agent and Office:**

The name and the Florida street address of the registered agent are: The Partnership, Inc., 2001 W. Blue Heron Blvd., Suite 201, Riviera Beach, FL 33404. 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 in the name and on behalf of The Partnership, Inc. and agree to cause The Partnership, Inc to act in this capacity. I further agree to cause The Partnership, Inc to comply with the provisions of all statutes relating to the proper and complete performance of its duties as registered agent, and I am familiar with and accept the obligations of the position as registered

agent in the name and on behalf of The Partnership, Inc. as provided for in Chapter 605, F.S.

**THE PARTNERSHIP, INC.**, a  
Florida corporation

By: Hugh Jacobs  
Hugh Jacobs, its Executive Vice  
President

#### **Article IX – Amendments:**

The Company reserves the right to amend any provision of these Articles of Organization, which amendment shall only be effectuated by the unanimous approval of all Members of the Company.

#### **Article X – Indemnification:**

Each individual or entity who is or was a Manager, Officer, or Member of the Company (and the heirs, executor, personal representatives, administrators, successors or assigns of such individual or entity) who was or is made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Manager or Member of the Company ("Indemnatee"), shall be indemnified and held harmless by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended. In addition to the indemnification conferred in this Article, the Indemnatee shall also be entitled to have paid directly by the Company the expenses, including attorney fees and costs, reasonably incurred by the Indemnatee in defending any such proceeding against such Indemnatee, whether by

reason of the Indemnatee's former or present capacity as a member, manager or officer of the Company, in advance of its final disposition to the fullest extent authorized by applicable law, as the same exists or may hereafter be amended. The rights and authority conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Organization or Operating Agreement of the Company, agreement, vote of Members or otherwise. Any repeal or amendment of this Article by the Members of the Company shall not adversely affect any right or protection of a member or officer existing at the time of such repeal or amendment.

#### **Article XI – Prohibition on Private Inurement:**

No part of the net earnings of the Company will inure to the benefit of, or be distributable to any person, except that the Company will be authorized and empowered (a) to pay reasonable compensation to a person or entity for services rendered to it, and (b) to make distributions other organizations that are exempt from federal income tax under Code Section 501(c)(3) in furtherance of the purposes of the Company. No substantial part of the activities of the Company will be the carrying on of propaganda or otherwise the attempting to influence legislation, and the Company will not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provision of these Articles of Organization, the Company will not carry on any other activities not permitted to be carried on by an Exempt Organization, or by an organization, contributions to which are deductible under Code Section 170(c)(2) (or the corresponding provisions of any subsequent law).

#### **Article XII – Liquidating Distributions**

Upon the dissolution of the Company, its assets that remain after the paying of, or the reserving for the payment of, all debts, obligations, liabilities, costs, and expenses of the Company will be distributed to (a) its sole member, which will be an organization exempt from federal income tax under Code Section 501(c)(3), (b) one or more exempt purposes for which the Company was created, or (c) the federal, a state, or a local government for a public purpose. Any assets that are not disposed of pursuant to the preceding sentence will be disposed of by a court of competent jurisdiction for the county in which the principal office of the Company is then located, exclusively for exempt purposes within the meaning of Code Section 501(c)(3) or to organizations that are organized and operated exclusively for exempt purposes within the meaning of Code Section 501(c)(3), as the court determines.

IN WITNESS WHEREOF, the undersigned, being the duly elected and serving executive vice president of the Company's sole Member, has hereunto set his hand in certification that these articles of amendment were adopted and approved by unanimous written consent of the Board of Directors of sole Member of the Company on the 21<sup>st</sup> day of June, 2024.

The Partnership, Inc.

As sole Member of Nonprofit Housing Preservation, LLC

By: Hugh Jacobs  
Hugh Jacobs, Executive Vice President  
2001 W Blue Heron Blvd. Suite 201  
Riviera Beach, FL 33404