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☐ WAIT

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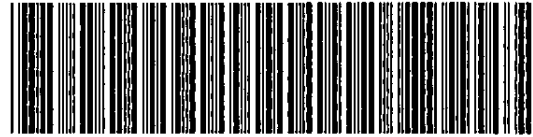
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

S Warren

MAR 28 2017

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: 101 Ficus Tree Dr, LLC

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Harvey Schneider, Esq.

Name of Person

NP Law

Firm/Company

1300 North Federal Hwy / Ste 106

Address

Boca Raton, FL 33432

City/State and Zip Code

dano35@bellsouth.net

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

For further information concerning this matter, please call:

Harvey Schneider, Esq.

561 391-9199
at ()

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☒ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

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New Registered Agent

the limited liability

RETARY OF STATE
FLORIDA

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

| <u>Title</u> | <u>Name</u> | <u>Address</u> | <u>Type of Action</u> |
|--------------|-------------|----------------|---------------------------------|
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D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

See Exhibit 'A' attached hereto adding Article VI to the Company's Articles of Organization.

[illegible]

E. Effective date, if other than the date of filing: _____ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

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.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:

(b) The 90th day after the record is filed.

Dated 3/24/2017

Signature of a member or authorized representative

Signature of a member or authorized representative of a member

Daniel Poje

Daniel Poje 

Typed or printed name of signee

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CLERK OF STATE
TALLAHASSEE, FLORIDA

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AMENDMENT TO
ARTICLES OF ORGANIZATION OF
101 FICUS TREE DR, A FLORIDA LEGAL ENTITY**

Article VI is hereby added to the Articles of Organization of this Company, as follows:

LAST ARTICLE

1. The sole purpose of this limited liability company ("**Single Purpose Entity**") shall be the ownership, operation, management, maintenance, leasing and/or disposition of 5 investment real properties, and improvements situated thereon, which are described as:

(i) Lot 20, Block 2 of SAN CASTLE, according to the plat thereof as recorded in Plat Book 25, Page 162, public records of Palm Beach County, Florida the street address of which is 101 Ficus Tree Drive, Lantana, FL 33462, (ii) Lot 2, Block 9, HAPPY HOME HEIGHTS, according to the plat thereof, as recorded in Plat Book 11, page 30, of the public records of Palm Beach County, Florida the street address of which is 336 NW 12th Ave, Boynton Beach, FL 33435, (iii) Lot 20, NORTH RIDGE ESTATES, according to the plat thereof, as recorded in Plat Book 25, page 144, of the public records of Palm Beach County, Florida the street address of which is 129 Arthur Court, Boynton Beach, FL 33435, (iv) Lot 49, Block 2, of Carver Park Delray Beach, Florida, according to the plat thereof, as recorded in Plat Book 27, page 55, of the public records of Palm Beach County, Florida whose address is 520 SW 15th Ave, Delray Beach, FL 33444, and (v) Lot 37, Block 5, SAN CASTLE FIRST ADDITION, according to the plat thereof recorded in Plat Book 25, page 163, of the public records of Palm Beach County, Florida the street address of which is 3890 Plum Tree Drive, Lantana, FL 33462

(the "**Properties**"), and this Single Purpose Entity shall be restricted, and hereby covenants and agrees, as follows:

(a) not to engage in any business or activity whatsoever other than as aforesaid along with any activities which would be necessarily ancillary thereto;

(b) not to acquire or own any material assets other than (i) the Properties, and (ii) such incidental personal property as may be necessary or appropriate for the use and operation of the Properties;

(c) not to incur any debt other than (i) the indebtedness held by the "**Holders**" (as defined below) secured by the Properties ("**Mortgage Indebtedness**"), and (ii) liabilities incurred by this Single Purpose Entity relating to the Properties;

(d) not to merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets, stock or change its legal structure, while the Mortgage Indebtedness is outstanding without in each case the prior written consent of any and all holders of the Mortgage Indebtedness ("**Holders**");

(e) to preserve its existence as an entity duly organized and validly existing under the laws of the State of Florida and, without the prior written consent of the Holders, not to amend, modify, terminate or fail to comply with the provisions of the Organizational Documents (as defined below) of this Single Purpose Entity, as the same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would materially adversely affect the ability of this Single Purpose Entity to perform its obligations hereunder, under the Mortgage Indebtedness Note or under any of the other loan documents (collectively "**Loan Documents**") which relate to and/or evidence/secure the Mortgage Indebtedness. For purposes of this Amendment, the "**Organizational Documents**" of this Single Purpose Entity shall mean all documents evidencing and/or relating to the formation of this company and the continued existence and good standing of this company; (f) not own any subsidiary or make any investment in, any person or entity without the consent of the Holders.

2. This Single Purpose Entity shall be further restricted and/or required, and further covenants and agrees, as follows, until the Mortgage Indebtedness is fully satisfied of record:

(a) to maintain books and records separate from any other person or entity;

- (b) to maintain its accounts separate from any other person or entity;
- (c) not to commingle assets with those of any other person or entity;
- (d) to maintain financial statements separate from any other person or entity;
- (e) to pay its own liabilities out of its own funds;
- (f) to observe all required corporate formalities;
- (g) to maintain an arm's length relationship with its members, managers, managing members and any affiliates;
- (h) not to guarantee or become obligated for the debts of any other person or entity person or hold out its credit as being available to satisfy the obligations of others;
- (i) not to acquire obligations or securities of its members;
- (j) to use separate stationery, invoices, and checks;
- (k) not to pledge its assets for the benefit of any other person or entity or make any loans or advances to any person or entity;
- (l) to hold itself out solely as a separate Single Purpose Entity;
- (m) to correct any known misunderstanding regarding its separate identity;
- (n) not to make any changes to the structure of its current management or ownership, and
- (o) not to sell the Single Purpose Entity or any interest therein.

3. The unanimous consent of all of the members, managing members or managers, as the case may be of the Single Purpose Entity as well as the prior written consent of the Holders shall be required to:

- (a) file, or consent to the filing of, a bankruptcy or insolvency petition or otherwise institute insolvency proceedings;
- (b) dissolve, liquidate, consolidate, merge, or sell all or substantially all of the assets of this company;
- (c) engage in any other business activity; or
- (d) amend the Organizational Documents of this Single Purpose Entity.

4. To the maximum extent permitted by law, upon the occurrence of any event which will terminate this Single Purpose Entity (as may be provided in the Organizational Documents of this Single Purpose Entity or as otherwise provided by applicable law), a vote of the majority of the remaining members shall be sufficient to continue the life of this Single Purpose Entity. In the event a majority vote to continue the life of this Single Purpose Entity is not obtained, no asset of this Single Purpose Entity that is collateral or that secures the Mortgage Indebtedness may be sold, transferred, conveyed, liquidated or otherwise disposed of (except as permitted under the Loan Documents) without the consent of the Holders. The Holders may continue to exercise all of their rights under the Loan Documents and shall be entitled to retain their lien on the Properties until the Mortgage Indebtedness has been paid in full or otherwise discharged and satisfied of record.

5. To the extent this Article conflicts with any other provisions of the Organizational Documents of the company or any other documents pertaining to this company or any other organizational or formation document of this Single Purpose Entity, this Article shall control.

END OF AMENDMENT

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