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S TALLENT

JUN 11 2020

Handwritten signature

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NP_{LAW}

Harvey R. Schneider, P.A.
22935 Clear Echo Dr
#89
Boca Raton, FL 33433

C: 561 789 0282
herschneider@gmail.com
nplawflorida.com

June 2, 2020

Re: Letter Number 720A00007258 / Ref. Number L20000054368
47 Ridgewood LLC AND Optimum Development & Construction LLC

Dear Ms. Tallent:

Attached are the revised filings for the two LLCs specified above wherein I've corrected the LLC names so, hopefully that is no longer an issue. However, I am resubmitting without using a different form as you're seeming to require because I do not understand the rejection on that basis. I submitted the Florida form along with an Exhibit 'A' attachment on each of the two LLCs simply because the amendment language wouldn't fit in the space provided in Section 'D'. I haven't submitted two different forms but instead the Florida form along with an attachment, which is permitted by the parenthetical instructions contained in Section 'D'. I have submitted the exact same amendment the exact same way to the Division, dozens of times over the past 10 years or so and never has one been returned for the need to file a different form or in a different manner. Kindly reconsider your position and, if necessary, speak with your supervisor regarding your concern. If anyone would like to speak with me, or if you think I misunderstood your point, my direct line is listed in the letterhead Should I fail to answer, please leave a message so I can return the call. Thank you.

Very Truly Yours,
NP LAW

By: /s/ Harvey Schneider
Harvey Schneider, Esq.

2020/6/5/20



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 3, 2020

HARVEY SCHNEIDER, ESQ.
NP LAW
5301 NORTH FEDERAL HWY, #265
BOCA RATON, FL 33487

SUBJECT: 47 RIDGEWOOD, LLC
Ref. Number: L20000054368

*Should ref Optimum
Development & Construction
LLC.*

We have received your document and check(s) totaling \$41.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

YOU MUST EITHER FILE OUR FORM OR YOUR AMENDMENT FORM, BUT NOT BOTH. PLEASE NOTE THAT TWO DIFFERENT LIMITED LIABILITY COMPANIES WERE MENTIONED. PLEASE AMEND ACCORDINGLY.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Susan Tallent
Regulatory Specialist II

Letter Number: 720A00007258

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

OPTIMUM DEVELOPMENT & CONSTRUCTION LLC.

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 11/26/2014 and assigned
Florida document number L14000182862.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.C."

Enter new principal offices address, if applicable: _____

(Principal office address MUST BE A STREET ADDRESS) _____

Enter new mailing address, if applicable: _____

(Mailing address MAY BE A POST OFFICE BOX) _____

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: _____

New Registered Office Address: _____

Enter Florida street address

_____. **Florida**

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

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 relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

MGR = Manager
AMBR = Authorized Member

AMBR = Authorized Member

[illegible]

See Exhibit 'A' attached hereto for last article to be added to the LLC's Articles of Organization.

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1

(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)

(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)

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.

Signature of a member or authorized representative of a member

Typed or printed name of signer

[EXHIBIT 'A']

AMENDMENT TO
ARTICLES OF ORGANIZATION OF
OPTIMUM DEVELOPMENT & CONSTRUCTION LLC., A FLORIDA LEGAL ENTITY

The next consecutive Article is hereby added as a last Article to the current 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 ultimate sale to a third party of investment real property, and improvements situated thereon or to be situated thereon, which property is legally described as Lot 50, Plat No. 3 of Lewis Shore Estates, according to the map or plat thereof as recorded in Plat Book 24, page 176 of the public records of Palm Beach County, Florida the street address of which real property is 8009 Flagler Court, West Palm Beach, FL 33405 ("**Property**"), 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 Property, and (ii) such incidental personal property as may be necessary or appropriate for the use and operation of the Property;

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

(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
- (c) not to sell the Single Purpose Entity or any interest therein.

3. The unanimous consent of all of the 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 Property 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