

K21 0000 84429

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500366343715

05/21/21--01012--028 **25.00

FILED
2021 MAY 21 AM 2:25
TALLAHASSEE, FLORIDA

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: 843 DENERY LANE DEVELOPMENT, 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

22935 Clear Echo Dr., # 89

Address

Boca Raton, FL 33433

City/State and Zip Code

sgale@galewhale.com

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

For further information concerning this matter, please call:

Harvey Schneider, Esq.

561 789-0282
at (_____) _____
Area Code Daytime Telephone Number

Name of Person

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 Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

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

843 DENERY LANE DEVELOPMENT, 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 02/19/2021 and assigned
Florida document number L21000084429.

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 "LLC."

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

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>
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove
		_____	<input type="checkbox"/> Change
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove
		_____	<input type="checkbox"/> Change
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove
		_____	<input type="checkbox"/> Change
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove
		_____	<input type="checkbox"/> Change
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove
		_____	<input type="checkbox"/> Change
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove
		_____	<input type="checkbox"/> Change

FILED
2020 MAY 25 AM 8:25
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

SEE EXHIBIT 'A' ATTACHED AMENDING THIS LIMITED LIABILITY COMPANY'S ARTICLES OF
ORGANIZATION BY ADDING ARTICLE VI THERETO.

2021 MAY 21 AM 12:25
FILED
TALLAHASSEE, FLORIDA

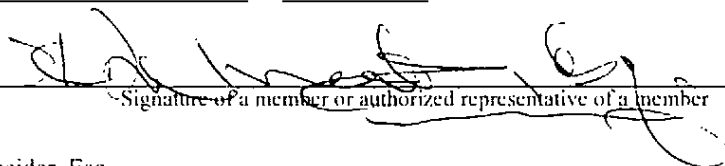
E. Effective date, if other than the date of filing: _____ **(optional)**

(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 05/17 2021



Signature of a member or authorized representative of a member

Harvey Schneider, Esq.

Typed or printed name of signer

EXHIBIT 'A' COVER PAGE

Single Purpose Entity Amendment to Articles of Organization of
837 Denery Lane Development, LLC, and 843 Denery Lane Development, LLC, both
Florida legal entities

**AMENDMENT TO
ARTICLES OF ORGANIZATION OF
837 DENERY LANE LLC, AND 843 DENERY LANE LLC, BOTH FLORIDA LEGAL ENTITIES**

The next consecutive Article is hereby added as Article VI to the Articles of Organization of the two foregoing entities, as follows:

ARTICLE VI

1. The sole purpose of these limited liability companies ("**Single Purpose Entities**") shall be the ownership, operation and management of commercial real property, and improvements situated thereon, which is legally described as:

A portion of Tract 5 as shown on Correction Map showing Subdivision of Property of Harry Seemiller situated in Lots 36, 1, 2, & 3, Section 9 Township 46 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 9, Page 72, and described as follows: Commencing at a point where the North line of Tract 5 and the Northerly extension of the center line of 9th Avenue, as shown on the Plat of Kenmont Subdivision, as recorded in Plat Book 20, Page 65, intersect; thence Westerly along said North line of Tract 5 a distance of 82.5 feet, to the point of beginning; thence Southerly, along a line parallel to said Northerly extension of the center line of 9th Avenue, a distance of 114.35 feet; thence Westerly, along a line parallel to the South line of said Tract 5, a distance of 82.5 feet, more or less, to a point which is 165 feet East of the center line of 8th Avenue as shown of the Plat of Kenmont aforesaid, if extended Northward; thence Northerly, along a line which is 165 feet East of and parallel to said extension of the center line of said 8th Avenue, a distance of 114.27 feet, more or less, to the intersection of said parallel line with the North line of the aforesaid Tract 5; thence Easterly, along said North line a distance of 82.5 feet, more or less, to the point of beginning. TOGETHER with an easement 22 feet wide for ingress and egress purposes and/or public utilities, the center line of said easement described as follows: Commence at the Southwest corner of the above described parcel and run Easterly, along the South line of said parcel and the Easterly extension of same, to its intersection with the Northerly extension of the center line of 9th Avenue, as above described. SUBJECT to an easement for roadway and public utilities over the Southerly eleven feet of the first above described parcel, the street address of which real property is **837 Denery Lane, Delray Beach, FL 33483**. NOTE: All recording information in this property description relates to public records of Palm Beach County, Florida.

AND

A portion of Tract 5 as shown on Correction Map showing Subdivision of Property of Harry Seemiller situated in Lots 36, 1, 2, & 3, Section 9 Township 46 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 9, Page 72 and described as follows: Commencing at a point where the North line of Tract 5 intersects the Northerly extension of the center line of 9th Avenue, as shown on the Plat of Kenmont Subdivision as recorded in Plat Book 20, Page 65, to the point of beginning; thence Westerly along said North line of Tract 5 a distance of 82.5 feet; thence Southerly and parallel to said Northerly extension of the center line of 9th Avenue, a distance of 114.35 feet; thence Easterly and parallel to the South line of Tract 5, a distance of 82.5 feet to a point in the aforementioned Northerly extension of 9th Avenue; thence Northerly along said extension of the center line of 9th Avenue, a distance of 114.45 feet to the Point of Beginning, the street address of which real property is **843 Denery Lane, Delray Beach, FL 33483**. NOTE: All recording information in this property description relates to the public records of Palm Beach County, Florida.

The foregoing two parcels are collectively the "**Property**". These Single Purpose Entities 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 Entities 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 these Single Purpose Entities, 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 these Single Purpose Entities 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 these Single Purpose Entities 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. These Single Purpose Entities 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 separate Single Purpose Entities;
- (m) to correct any known misunderstanding regarding its separate identities;
- (n) not to make any changes to the structure of it current management or ownership, and
- (o) not to sell the Single Purpose Entities or any interest therein.

3. The unanimous consent of all of the members, managing members or managers, as the case may be of these Single Purpose Entities 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 these Single Purpose Entities.

4. To the maximum extent permitted by law, upon the occurrence of any event which will terminate these Single Purpose Entities (as may be provided in the Organizational Documents of these Single Purpose Entities or as otherwise provided by applicable law), a vote of the majority of the remaining members shall be sufficient to continue the life of these Single Purpose Entities. In the event a majority vote to continue the life of these Single Purpose Entities is not obtained, no asset of these Single Purpose Entities 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 these Single Purpose Entities, this Article shall control.

END OF AMENDMENT