

L99000003747

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

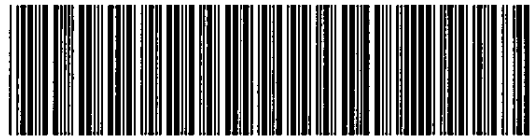
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

*BR*

Office Use Only



600102089106

FILED

07 JUL 11 AM 8:26

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED

07 JUL 11 PM 2:45

DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

FILED

07 JUL 11 AM 8:26

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 992461 4311487

AUTHORIZATION

COST LIMIT : \$ 25.00

FILED  
07 JUL 11 AM 8:26  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ORDER DATE : July 11, 2007

ORDER TIME : 12:21 PM

ORDER NO. : 992461-005

CUSTOMER NO: 4311487

DOMESTIC AMENDMENT FILING

NAME: M.J. OF MERRILL CROSSINGS,  
L.C.

XX ARTICLES OF AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Kimberly Moret -- EXT# 2949

EXAMINER'S INITIALS: \_\_\_\_\_

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF

FILED  
07 JUL 11 AM 8:26  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

M.J. OF MERRILL CROSSINGS, L.C.

(Present Name)  
(A Florida Limited Liability Company)

**FIRST:** The Articles of Organization were filed on 06/24/1999 and assigned  
document number L99000003747.

**SECOND:** This amendment is submitted to amend the following:

The Manager of the entity shall be Sally A. Carroll whose address is:

5427 Monterray Club Court, Windermere, Florida 34786.

"Articles VII - Management of the Company" is hereby deleted in its entirety  
and replaced with the language on the Exhibit A attached hereto.

Dated June 20, 2007.

Marie Jewell

Signature of a member or authorized representative of a member

Marie Jewell, Member

Typed or printed name of signee

Filing Fee: \$25.00

**FIRST AMENDMENT TO**  
**ARTICLES OF ORGANIZATION**  
**OF M.J. OF MERRILL CROSSINGS, L.C.**

MARIE JEWELL, the sole Member of M.J. of MERRILL CROSSINGS, L.C., a Florida limited liability company (the "Company"), hereby amends the Articles of Organization of the Company as follows:

1. The principal office and mailing address of the Company shall be: 5427 Monterrey Club Court, Windermere, Florida 34786.
2. "Article VII – Management of the Company" is hereby deleted in its entirety and replaced with the following:

**"ARTICLE VII – MANAGEMENT OF THE COMPANY"**

7.1 **Management.** The business and affairs of the Company shall be managed by its Manager. The Manager shall direct, manage and control the business of the Company. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by non-waivable provisions of the laws of the state of Florida, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, without the necessity of verbal or written authorization or consent by the Members.

7.1.1 Specifically (but not by way of limiting the authority granted in Section 7.1 above), as to the properties owned or operated by the Company in Jacksonville, Florida, or any other real estate acquired by the Company, the Manager is authorized to sell or trade said properties, enter into and execute any financing, refinancing, or other loan documents generally requested by lenders in connection with any borrowing and placing of mortgage lien on said properties, enter into leases or modifications to leases for said properties, and enter into management agreements, for said properties, on such terms and conditions as the Manager sees fit, in the Manager's sole discretion, all without the necessity of verbal or written authorization or consent by the Members.

7.2 **Number, Tenure and Qualifications.** The Company shall have one Manager. The Member hereby names Sally A. Carroll to be the Manager. The Manager shall hold office until her successor shall have been elected and qualified. The Manager need not be a Member of the Company.

7.3 **Certain Powers of Managers.** Without limiting the generality of Sections 7.1 and 7.1.1 above, the Manager shall have power and authority, on behalf of the Company, to take any of the following actions, on such terms and conditions as the Manager sees fit, in the Manager's sole discretion, all without the necessity of verbal or written authorization or consent by the Members:

(a) **Sell/Acquire Property.** To sell, lease or acquire property to or from any Person as the Manager may determine, whether or not such Person is directly or indirectly affiliated or connected with any Manager or Member;

(b) **Borrow.** To borrow money for the Company from banks, other lending institutions, the Manager, Members, or affiliates of the Manager or Members on such terms as the Manager deems appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Manager;

(c) **Insurance.** To purchase liability and other insurance to protect the Company's property and business;

(d) **Real and Personal Property.** To purchase, sell, manage, sell, lease, hold, and own Company real and personal properties in the name of the Company;

(e) **Invest.** To invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) **Bulk Disposition of Assets.** To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(g) **Documents, Bills, Notes, Etc.** To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; deeds, assignments, bills of sale; leases; directions to any title holding Trustee; and any other instruments or documents necessary to the business of the Company or to the sale, lease or financing of any real estate or real estate interest owned in whole or in part by the Company;

(h) **Accountants, Agents, Attorneys.** To employ accountants, legal counsel, managing agents or other experts to perform services for the Company;

(i) **Agreements Generally.** To enter into any and all other agreements on behalf of the Company, in such forms as the Manager may approve;

(j) **Other Acts.** To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

7.4 **No Authority.** Unless authorized to do so by this Operating Agreement or by the Manager, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member

has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

7.5 **Liability for Certain Acts.** The Manager shall perform his duties as Manager in good faith, in a manner she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by the Manager.

7.6 **Managers Have No Exclusive Duty to Company.** A Manager shall not be required to manage the Company as her sole and exclusive function and she may have other business interests and engage in activities in addition to those relating to the Company including activities which may be competitive with the business of the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom.

7.7 **Bank Accounts.** The Manager may from time to time open bank accounts in the name of the Company, and the Manager may designate who shall be the signatory or signatories (including persons other than the Manager) thereon.

7.8 **Indemnity of the Managers, Employees and Other Agents.** The Company shall, to the maximum extent permitted under the law, indemnify and make advances for expenses to the Manager, its employees, and other agents.

7.9 **Resignation.** The Manager may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

7.10 **Removal/Vacancies.** A manager may be removed only upon the affirmative vote of Members holding not less than Sixty-Seven Percent (67%) of the ownership interests in the Company. Any vacancy occurring for any reason in the office of Manager of the Company may be filled by the affirmative vote of Members holding not less than Sixty-Seven Percent (67%) of the ownership interests in the Company.

7.11 **Salaries.** No salary shall be paid to a Manager, but the Manager shall be reimbursed for out-of-pocket expenses incurred in the performance of his duties hereunder.

7.12 **Disclosures.** The Manager may engage an affiliate of the Manager or any Member to perform services or provide goods for the Company at reasonable charges and prices. In particular, and without limiting the foregoing, the Manager may retain Essex Property Management, Inc. ("Essex") to manage any real property owned by the Company and to act as

exclusive agent for the leasing and sale thereof, paying Essex such commissions and fees as are usual and customary for such services."

3. All other terms and provisions of the Articles of Organization of the Company which are not modified or amended by this First Amendment shall remain in full force and effect.

Date: June 20, 2007

MEMBER:

Marie Jewell  
Marie Jewell