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SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 OCT 29 AM 11:59

Amend/CC
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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Wesley Haven Villa, Inc.

DOCUMENT NUMBER: NO2000008708

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Christopher W. Tomlin

(Name of Contact Person)

Wesley Haven Villa, Inc.

(Firm/ Company)

1520 Cooper Hill Road

(Address)

Birmingham, Alabama 35210

(City/ State and Zip Code)

ctomlin@methodisthomes.org

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

For further information concerning this matter, please call:

Christopher W. Tomlin

(Name of Contact Person)

at (205) 951.2442

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☒ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

Wesley Haven Villa, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N02000008708

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

Not applicable

The new

name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Not applicable

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

Not applicable

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

Not applicable

(Florida street address)

New Registered Office Address:

(City)

Florida

(Zip Code)

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

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

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DIVISION OF CORPORATIONS
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If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

Article XII, HUD Provisions, as added by Amendment filed on 12-16-03 is hereby
deleted and the attached Article XII, HUD Provisions, is inserted in its place.

AMENDMENT TO
ARTICLES OF INCORPORATION OF WESLEY HAVEN VILLA, INC.

The following Article XII is added to the Corporation's Articles of Incorporation:

Article XII. HUD Provisions

So long as the Secretary of the Department of Housing and Urban Development ("HUD" or the "Secretary") or HUD's successors or assigns, is the insurer or holder of a loan from Grandbridge Real Estate Capital LLC to the Corporation (the "HUD-Insured Loan") evidenced by a note in the original principal amount of \$3,676,500.00 (the "Note") and secured by a mortgage, security deed, deed of trust or other security instrument (the "Mortgage") on Wesley Haven Villa, FHA Project Number 063-43069 (the "Project") the following provisions shall apply, provided that such provisions may automatically terminate when the loan on the Project is no longer insured or held by HUD:

1. If any of the provisions of the Articles of Incorporation or By-Laws of the Corporation, or the Corporation's other organizational documents, if any (the "Organizational Documents"), conflict with the terms of the Note, the Mortgage, Security Agreement or the Regulatory Agreement between the Corporation and HUD (the "HUD Loan Documents"), the provisions of the HUD Loan Documents shall control.
2. So long as HUD is the insurer or holder of the Note, no provision required by HUD to be inserted into the Organizational Documents may be amended without HUD's prior written approval.
3. None of the following will have any force or effect without the prior written consent of HUD:
 - a. Any amendment that modifies the term of Corporation;
 - b. Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional person or entity;
 - c. Any amendment that in any way affects the HUD Loan Documents;
 - d. Any amendment that would authorize any member, partner, owner, officer or director, other than the one previously authorized by HUD, to bind the Corporation for all matters concerning the project which require HUD's consent or approval;
 - e. A change in the President or Vice-President or preapproved Successor President or Vice-President; or
 - f. Any change in a guarantor of any obligation to HUD.
4. The Corporation is authorized to execute the HUD Loan Documents in order to evidence and secure the HUD-Insured Loan and to execute the Regulatory Agreement and other documents required by HUD in connection with the HUD-insured loan.

5. Any incoming member/shareholder must as a condition of receiving an interest in the Corporation agree to be bound by the HUD Loan Documents and all other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other members.
6. Notwithstanding any other provisions in the Organizational Documents, upon any dissolution, no title or right to possession and control of the project, and no right to collect the rents from the project, shall pass to any person or entity that is not bound by the Regulatory Agreement in a manner satisfactory to HUD.
7. The members, officers and directors and any assignee of a member, officer or director, agree to be liable in their individual capacities to HUD for:
 - (1) Funds or property of the Project coming into its or their possession, which by the provisions of the Regulatory Agreement, the person or entity is not entitled to retain;
 - (2) Their own acts and deeds, or acts and deeds of others which it has or they have authorized, in violation of the provisions of the Regulatory Agreement;
 - (3) The acts and deeds of affiliates, as defined in the Regulatory Agreement, which the person or entity has authorized in violation of the provisions of the Regulatory Agreement; and
 - (4) As otherwise provided by law.
8. The Corporation shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.
9. The Corporation has designated Christopher W. Tomlin as its official representative for all matters concerning the project that require HUD consent or approval. The signature of this representative will bind the Corporation in all such matters. The Corporation may from time to time appoint a new representative to perform this function, but within three business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority with respect to management of the project, the Corporation will promptly provide HUD with the name of that person and the nature of that person's management authority.
10. Unless otherwise approved in writing by HUD, the Corporation's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the Project and activities incidental thereto. The Corporation shall not engage in any other business or activity. The Project shall be the sole asset of the Corporation, which shall not own any other real estate other than the aforesaid project.

11. Notwithstanding any provision in this Operating Agreement or other Organizational Documents to the contrary for so long as the Project is subject to a loan insured or held by HUD, any obligation of the Corporation to provide indemnification under this Operating Agreement or other Organizational Documents shall be limited to (i) coverage afforded under any liability insurance carried by the Corporation, or (ii) available "Surplus Cash" or "Residual Receipts," as applicable, of the Project as defined in the Regulatory Agreement. Until funds from a permitted source for payment of indemnification are available for payment, the Corporation shall not (a) pay funds to any members, partners, owners, officers and directors, or (b) pay the deductible on an indemnification policy for any members, managers, partners, officers and directors.
12. Notwithstanding any provision in this Operating Agreement or other Organizational Documents to the contrary, any amounts distributed to members under this Operating Agreement shall be made solely from "Surplus Cash" or "Residual Receipts," as applicable, on an annual or semi-annual basis as permitted under the Regulatory Agreement and applicable HUD requirements.

The date of each amendment(s) adoption: October 1, 2013

Effective date if applicable: October 1, 2013
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- ☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated October 1, 2013

Signature Betty G. Salter

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Betty Salter

(Typed or printed name of person signing)

President

(Title of person signing)