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Division of Corporations

N02422 (FAX)

P.001/006

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Florida Department of State
Division of Corporations
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ST. CHARLES HOUSING, INC.**

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April 1, 2016

FLORIDA DEPARTMENT OF STATE
Division of Corporations

ST. CHARLES HOUSING, INC.
2550 EASY STREET
PORT CHARLOTTE, FL 33952

SUBJECT: ST. CHARLES HOUSING, INC.
REF: N02422

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Darlene Connell
Regulatory Specialist III

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15 APR -1 AM 9:30

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PORT CHARLOTTE, FLORIDA

**AMENDMENT TO ARTICLES OF INCORPORATION
OF
ST. CHARLES HOUSING, INC.**

WHEREAS, St. Charles Housing, Inc., developed a housing facility with funds from the U.S. Department of Housing and Urban Development (HUD), having FHA Project No. 066-11180 in Port Charlotte, Florida; and

WHEREAS, the members of the corporation have approved the recommendation of the Board of Directors to amend the Articles of Incorporation subject to approval by HUD, which shall be evidenced below.

NOW, THEREFORE, the Articles of Incorporation are hereby amended as follows:

1. Article X is added as follows:

Article X - HUD Requirements:

So long as HUD, its successors or assigns, is the insurer or holder of the Note secured by the Mortgage on St. Charles Housing, Inc., (FHA Project No. 066-11180), in Port Charlotte, Florida:

Notwithstanding any clause or provision in the Articles of Incorporation or Bylaws to the contrary and so long as the United States Department of Housing and Urban Development ("HUD") or a successor or assign of HUD is the insurer or holder of a loan to St. Charles Housing, Inc., ("the HUD-insured Loan") secured by the mortgage on Villa San Carlos, (FHA Project No. 066-11180), in Port Charlotte, Florida (the "Project") the following provisions shall apply:

1. If any of the provisions of the organizational documents conflict with the terms of the HUD-insured Note, Security Instrument, or HUD regulatory agreement ("HUD Loan Documents"), the provisions of the HUD Loan Documents shall control.
2. No provision required by HUD to be inserted into the organizational documents may be amended without HUD's prior written approval. Additionally, if there is a conflict between any HUD-required provisions inserted into this Agreement and any other provision of this Agreement, the terms of the HUD-required provisions will govern; and if there is a conflict between any of the provisions in the Articles of Organization and any HUD-required provisions of this Agreement, the HUD-required provisions will govern.
3. Unless otherwise approved in writing by HUD, the Borrower entity's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the Project and activities incidental thereto. Borrower shall not engage in any other business or activity. The Project shall be the sole asset of the Borrower entity, which shall not own any other real estate other than the aforesaid Project.
4. 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 Borrower's existence;
 - b. Any amendment that triggers application of the HUD previous participation certification requirements (as set forth in Form HUD-2530, Previous Participation Certification, or 24 CFR § 200.210, *et seq.*);
 - c. Any amendment that in any way affects the HUD Loan Documents;

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- d. Any amendment that would authorize any member, partner, owner, officer or director, other than the one previously authorized by HUD, to bind the Borrower entity for all matters concerning the Project which require HUD's consent or approval;
 - e. A change that is subject to the HUD TPA requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1; or
 - f. Any change in a guarantor of any obligation to HUD (including those obligations arising from violations of the Regulatory Agreement).
- 5. The Borrower entity is authorized to execute a Note and Security Instrument in order to secure a loan to be insured by HUD and to execute the Regulatory Agreement and other documents required by the Secretary in connection with the HUD-insured loan.
 - 6. Any incoming member/partner/owner of Borrower must as a condition of receiving an interest in the Borrower entity 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/partners/owners.
 - 7. 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.
 - 8. The key principals of the Borrower being those individuals/entities identified in Section 50 of the Regulatory Agreement are liable in their individual capacities to HUD to the extent set forth in the Regulatory Agreement.
 - 9. The approved Borrower entity shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.
 - 10. The Borrower entity has designated Rev. John Fitch as its official representative for all matters concerning the Project that require HUD consent or approval. The signature of this representative will bind the Borrower entity in all such matters. The Borrower entity 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 Borrower entity will promptly provide HUD with the name of that person and the nature of that person's management authority.
 - 11. Notwithstanding any provision in the Bylaws to the contrary, any obligation of the Corporation to provide indemnification under the Bylaws shall be limited to (i) amounts mandated by state law, if any, (ii) coverage afforded under any liability insurance carried by the Corporation and (iii) available "surplus cash" of the Borrower as defined in the Regulatory Agreement. Until funds from a permitted source for payment of indemnification costs are available for payment, the Corporation shall not (a) pay funds to any members, partners, officers and directors, or (b) pay the deductible on an indemnification policy for any members, partners, officers and directors.
 - 12. The Term of the corporation is perpetual
 - 13. So long as the Note is insured or held by the Secretary:
 - a. The Borrower shall not make, nor shall any member receive and retain, any distribution of assets or income of any kind from the Project or Project funds, except in accordance with the Regulatory Agreement; and

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- b. The HUD financial requirements as to cash controls and distributions as set forth in the Regulatory Agreement (including requirements which prohibit distributions more often than annually or semi-annually) shall supersede to the extent they are in conflict with any of the financial provisions of the Articles of Incorporation as amended.

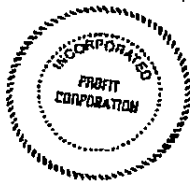
IN WITNESS WHEREOF, we, the undersigned officers of the Corporation do certify that the foregoing Certificate of Amendment to the Articles of Incorporation were adopted and accepted by unanimous vote of the Board of Directors and Members on the 29th day of February, 2016.

St. Charles Housing, Inc.,
a Florida non-profit corporation

By: Rev. John Fitch
Rev. John Fitch, President

CORPORATE SEAL

Attest by: Donald Casterline
Donald Casterline, Secretary



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STATE OF FLORIDA)
COUNTY OF CHARLOTTE)

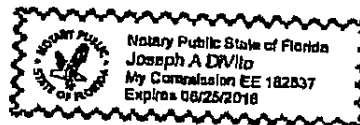
The foregoing instrument was acknowledged before me this 29th day of February, 2016,
by Rev. John Fitch as President and Donald Casterline, as Secretary, respectively, of St. Charles
Housing, Inc., a Florida non-profit corporation, on behalf of the corporation, who are [] personally
known to me or [] produced _____ as identification and who did not take an
oath.

(SEAL)

NOTARY PUBLIC

Print Name: Joseph A. DiVito

My commission expires: 08/25/2018



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