

N20000001754

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(Business Entity Name)

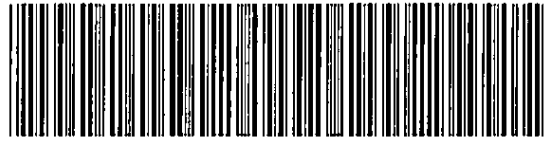
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2023 MAR 14 11:32

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Wynwood Atriums Condominium Association, Inc.

DOCUMENT NUMBER: N20000001754

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

Please return all correspondence concerning this matter to the following:

Bruce M. Bounds, Esq or Cristy Garcia
(Name of Contact Person)

Bounds Law Offices
(Firm/ Company)

2655 S. LeJeune Road, Suite 805
(Address)

Coral Gables, FL 33134-5832
(City/ State and Zip Code)

bruce@bounds.law or assistant@bounds.law
E-mail address; (to be used for future annual report notification)

For further information concerning this matter, please call:

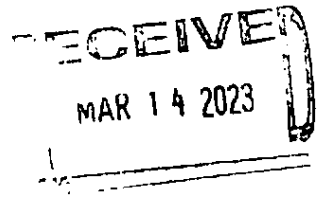
BruceM. Bounds, Esq at 305 728-1350
(Name of Contact Person) (Area Code) (Daytime Telephone Number)

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
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303





FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 22, 2023

BRUCE BOUNDS
2655 S. LEJUNE ROAD, SUITE 805
CORAL GABLES, FL 33134-5832

SUBJECT: WYNWOOD ATRIUMS CONDOMINIUM ASSOCIATION, INC.
Ref. Number: N20000001754

We have received your document for WYNWOOD ATRIUMS CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling \$52.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

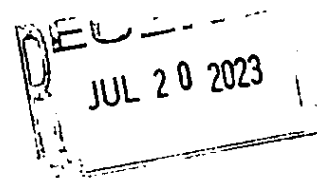
Only one document can be filed. You can either file the amendment and list all the changes in the amendment form or you can file amended and restated articles. You will need to change the title for the other form to amended and restated articles if you want that form filed instead of the amendment form.

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.

Tammi Cline
Regulatory Specialist II Supervisor

Letter Number: 323A00011701



COVER LETTER

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

SUBJECT: Wynwood Atriums Condominium Association, Inc.
CORPORATE NAME

Enclosed are an original and one (1) copy of the restated articles of incorporation and a check for:

\$35.00 Filing Fee
 \$43.75 Filing Fee
& Certificate of Status

<input checked="" type="checkbox"/> \$43.75 Filing Fee & Certified Copy	<input type="checkbox"/> \$52.50 Filing Fee, Certified Copy & Certificate of Status
ADDITIONAL COPY REQUIRED	

FROM: Bruce M. Bounds, Esq
Name (Printed or typed)

2655 S. LeJeune Road, Suite 805
Address

Coral Gables, FL 33134
City, State & Zip

(305) 728-1350
Daytime Telephone number

wynwoodatriums@gmail.com
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the document.

**ARTICLES OF INCORPORATION OF WYNWOOD ATRIUMS
CONDOMINIUM ASSOCIATION, INC.**

The undersigned Subscribers associate themselves for the purpose of forming a not-for-profit corporation, pursuant to the laws of the State of Florida, and hereby adopt the following Articles of Incorporation:

**ARTICLE I
NAME**

The name of the corporation shall be WYNWOOD ATRIUMS CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association"; these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws". The principal location shall be 175 S.W. 7th Street, Miami, Florida 33130.

**ARTICLE II
PURPOSE**

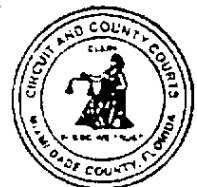
The purpose of the Association is to provide for the operation of that certain Condominium located in Miami-Dade County, Florida known as Wynwood Atriums, a Condominium (the "Condominium").

**ARTICLE III
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Condominium for Wynwood Atriums (the "Declaration") unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE IV
POWERS**

4.1 General. The Association shall have all of the powers and privileges granted under the Florida Not-For-Profit Corporation Law and all of the powers and privileges which may be granted under any other applicable laws of the State of Florida, including the Florida Condominium Act, reasonably necessary to effectuate and implement the purposes of the Association, including the following:



(a) To fix, levy, collect and enforce payment by any lawful means of all assessments and other charges against members as unit owners, and to use the proceeds thereof in the exercise of its powers and duties;

(b) To pay all expenses incident to the conduct of the business of the Association, including all licenses, governmental charges or other expenses incurred, levied or imposed against the Common Elements;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, trade, dedicate for public use or otherwise dispose of the Common Elements on behalf of the membership of the Association.

(d) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and other property acquired or leased by the Association for use by unit owners;

(e) To borrow money and mortgage, pledge or hypothecate any or all of the assets of the Association as security for money borrowed or debts incurred;

(f) To purchase insurance upon the Condominium Property and its recreation areas, and insurance for the protection of the Association, its officers, directors, and members as unit owners;

(g) To make, adopt and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the unit owners;

(h) To approve or disapprove the leasing, transferring, mortgaging, ownership and possession of units as may be provided by the Declaration;

(i) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws and the rules and regulations for the use of the Condominium Property; and

(j) To contract for the management of the Condominium and maintenance of the Condominium Property including the Common Elements and any and all of the equipment, machinery, elevators, air conditioning units and other such items, and any facilities used by the unit owners.

42 Condominium Property. All funds and titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

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4.3 Distribution of Income. The Association shall make no distribution of income to its members, directors or officers.

4.4. Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

ARTICLE V
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VI
SUBSCRIBERS

The name and address of the Subscriber to these Articles is as follows:

Name: 136 NW 26 ST Project, LLC
Address: 175 SW 7th Street, Suite 2201-24
MIAMI, FL 33130

ARTICLE VII
MEMBERS

7.1 Membership. Every person or entity who is a record owner of any Unit in the Condominium shall be a member of the Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. Change of membership in the Association shall be established by recording in the Public Records of Florida, a deed or other instrument establishing record title in any Unit in a transferee and the delivery to the Association of a certified copy of such instrument. Upon such delivery, the transferee designated by such instrument shall become a member of the Association and the membership of the transferee shall be terminated.

7.2 Assignment. The member(s) share of the funds and any assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the member(s) unit.

7.3. Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Residential Unit, and nine (9) votes for the Commercial Unit. All votes shall be exercised or cast in the manner provided by the



Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

7.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE VIII BOARD OF DIRECTORS

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of directors determined by the By-Laws, but which shall consist of not fewer than three (3) directors. Except for directors appointed by Developer, at least a majority of the directors must be members of the Association.

8.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

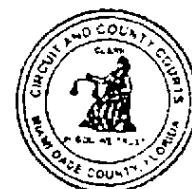
8.3 Election; Removal. Directors shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

8.4 First Directors. The names and addresses of the first Board who shall hold office until their successors are elected and have qualified are as follows:

Hernando Carrillo, President – 175 SW 175th Street, Suite 2201, Miami, Florida 33130

Sherry Carrillo, Vice President – 175 SW 175th Street, Suite 2201, Miami, Florida 33130

The Directors named above shall serve until the first election of Directors, as determined by the By-Laws and any vacancies in their number occurring before the first election of Directors shall be filled by the Developer by vote, in person or by limited proxy, to fill a vacancy on the board previously occupied by a board member elected or appointed by the Developer.



ARTICLE IX
OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board at its first meeting following each annual meeting of the members of the Association and they shall serve at the pleasure of the Board. The By-Laws may provide for the removal of officers, for filling vacancies and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

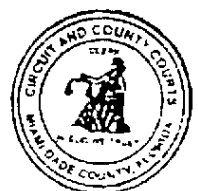
President:	Hernando Carrillo
Vice President/Secretary/Treasurer:	Sherry Carrillo

ARTICLE X
INDEMNIFICATION

10.1 Indemnities. The Association shall indemnify any person who was or is as a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he or she is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in manner which he reasonably believe to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

10.2 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

10.3 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment



of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under the Article II in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

104 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 10.1 or 10.3, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.

105 Determination of Applicability. Any indemnification under subsection 10.1 or subsection 10.3, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in subsection 10.1 or subsection 10.3. Such determination shall be made:

- (a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
- (c) By independent legal counsel:
 - 1. selected by the Board of Directors prescribed in paragraph 10.5(a) or the committee prescribed in paragraph 10.5(b); or
 - 2. if a quorum of the Directors cannot be obtained for paragraph 10.5(a) and the Committee cannot be designated under paragraph 10.5(b), selected by a majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

106 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the



determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph 10.5(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

10.7 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

10.8 Exclusivity, Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as action in his or her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;
- (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
- (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

10.9 Continuing Effect. Indemnification and advancement of expenses as provided in this Article 10 shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

10.10 Application to Court. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding, may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking



court-ordered indemnification or advancement of expenses, if it determines that:

- (a) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection 10.4, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
- (b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 10.8; or
- (c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstance, regardless of whether such person met the standard of conduct set forth in subsection 10.1, subsection 10.3, or subsection 10.8, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee that he or she did not act in good faith or acted in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had a reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he or she reasonably believe to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had and reasonable cause to believe that his or her conduct was unlawful.

10.11 Definitions. For purpose of this Article 10, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

10.12 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 10 shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.

10.13 Agreement. Unit Owners shall execute the attached Indemnity Agreement and abide by its terms and conditions.



ARTICLE XI
BY-LAWS

The first By-Laws of the Association shall be adopted by the Board designated herein. Thereafter, the By-Laws may be altered, amended or rescinded by the directors and members in the manner provided by the By-Laws.

ARTICLE XII
AMENDMENTS

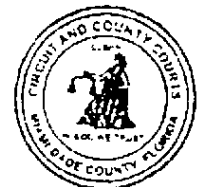
Amendments to these Articles may be considered at any regular or special meeting of the members and may be adopted in the following manner:

12.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and said notice shall be made as required by the By-Laws.

12.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board or by a majority of the voting members of the Association. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum. The approvals must be approved by sixty-seven (67%) percent of the voting members of the Association.

12.3 Anything herein to the contrary notwithstanding, no amendment shall make any changes in the qualifications for membership or in the voting rights or property rights of members, or any changes in Sections 4.2, 4.3 and 4.4 of Article IV, entitled "Power", without approval in writing by all members and the joinder of all record owners of the mortgages upon units. No amendment shall be made that is in conflict with the Act or Declaration, nor shall any amendments make any changes which would in any way affect any of the rights, privileges, powers or position in favor of or reserved by Developer, or any Institutional Lender, or an affiliate of Developer, unless Developer, such Institutional Lender or affiliate shall join in the execution of the amendment.

12.4 A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Miami-Dade County, Florida.



ARTICLE XIII
TERM

The term of the Association shall be perpetual.

ARTICLE XIV
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five (75%) percent of the voting members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication shall be refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XV
MISCELLANEOUS

15.1 Stock. The Association shall issue no shares of stock of any kind or nature whatsoever.

15.2 Severability. In addition of any one or more of the provisions hereof shall in no way affect any other provision, which shall remain in full force and effect.

ARTICLE XVI
REGISTERED AGENT

The name and street address of the first registered agent authorized to accept service of process within Florida for the Association is:

Bruce M. Bounds, Esq.
Bounds Law Offices
2655 S. LeJeune Rd. #805
Coral Gables, FL 33134

2022 JUN 27 11:22



IN WITNESS WHEREOF, the Subscribers have affixed their signatures this day of October, 2019.

25th
Hernando Carrillo
Sherry Carrillo

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, THE UNDERSIGNED AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF ITS DUTIES.

BY: [Signature]
Bruce M. Bounds

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }

The foregoing instrument was sworn to subscribed and acknowledged before me this 25 day of October, 2019, by Hernando Carrillo. He is (check one)
 personally known to me or has produced a _____ as

identification. My Commission Expires:

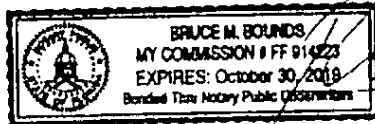


[Signature]
Notary Public, State of Florida

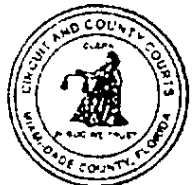
STATE OF FLORIDA }
COUNTY OF MIAMI DADE }

The foregoing instrument was sworn to subscribed and acknowledged before me this 25 day of October, 2019, by Sherry Carrillo. She is (check one)
 personally known to me or has produced a _____ as identification.

My Commission Expires:
Notary Public, State of Florida



[Signature]



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:

Change PT John Doe

Remove V Mike Jones

Add SV Sally Smith

<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	_____	_____	_____
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4) <input type="checkbox"/> Change	_____	_____	_____
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<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			_____

The name and Florida street address (P.O. Box NOT acceptable) of the registered agent is:

Name: _____

Address: _____

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

Required Signature/Registered Agent

Date

ARTICLE VI ARTICLE CONSOLIDATION

These adopted restated articles of incorporation supersede the original articles of incorporation and all amendments to them.

ARTICLE VII REQUIRED ADOPTION INFORMATION

Adoption of Amendment(s) (CHECK ONE)

These restated articles of incorporation contain an amendment to the articles of incorporation which required member approval. The date of adoption of the amendments was _____, and the votes cast were sufficient for approval

These restated articles of incorporation were adopted by the board of directors.

2007 08 01 10:00

ARTICLE VIII EFFECTIVE DATE:

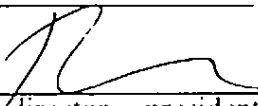
Effective date, if other than the date of filing: _____ (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than 90 days after the filing.)

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.

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Dated: July 18, 2023

Signature: 
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee or other court appointed fiduciary by that fiduciary)

Bruce M. Bounds,
(Typed or printed name of person signing)

incorporator
(Title of person signing)

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