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N20827

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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
J.H. FLOYD SUNSHINE VILLAGE, INC.**

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: J.H. FLOYD SUNSHINE VILLAGE, INC.

DOCUMENT NUMBER: N20827

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

Please return all correspondence concerning this matter to the following:

GEORGE B. BUMBRAY

(Name of Contact Person)

J.H. FLOYD SUNSHINE VILLAGE, INC.

(Firm/ Company)

1777 18TH STREET

(Address)

SARASOTA, FLORIDA 3424

(City/ State and Zip Code)

gbum27@verizon.net

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

For further information concerning this matter, please call:

Robert E. Messick, Esq.

(Name of Contact Person)

at (941) 366-8100 ext 114

(Area Code & Daytime Telephone Number)

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

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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

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ARTICLES OF AMENDMENT OF J.H. FLOYD SUNSHINE VILLAGE, INC.

These Articles of Amendment to the Articles of Incorporation of J.H. Floyd Sunshine Village Inc., a Florida non profit corporation (hereinafter the "Corporation") are hereby adopted. These Articles of Amendment shall, effective November 17, 2009, amend the Articles of Incorporation of the Corporation dated May 25, 1987, as filed May 26, 1987 with the Secretary of State of the State of Florida, as previously amended by Articles of Amendment dated October 27, 1987 and all subsequent amendments (collectively the "Articles of Incorporation").

I. The Articles of Incorporation of the Corporation are hereby amended in the following respects:

a. So long as the Department of Housing and Urban Development ("HUD") or HUD's successor or assign is the insurer or holder of the note secured by the mortgage/deed of trust on that certain multifamily housing project commonly known as J.H. Floyd Sunshine Village, situate on property located at 1777 18th Street, Sarasota, Florida 34234 (FHA Project No. 067-11127) (the "Project"), no amendment to the Articles of Incorporation that results in any of the following will have any force or effect without the prior written consent of HUD:

- (1) Any amendment that modifies the term of the Corporation;
- (2) Any amendment that activates the requirement that a HUD previous participation certification be obtained from any officer, director or member;
- (3) Any amendment that in any way affects the note, mortgage/deed of trust or security agreement on the Project or the Regulatory Agreement between HUD and the Corporation (the "Regulatory Agreement");
- (4) Any amendment that would authorize any member other than the Corporation's officers to bind the Corporation for all matters concerning the Project which require HUD's consent or approval;
- (5) A change in the members of the Corporation, or
- (6) Any change in a guarantor of any obligation to HUD.

b. Article IV of the Articles of Incorporation subparagraph A, General Purposes, is amended to provide as follows:

A. General Purposes. The Corporation may engage in any lawful purpose or purposes permitted under the laws of the State of Florida and Section 501(c)(3) of the Internal Revenue Code of 1980, as amended; provided, however, that such purpose or purposes shall be solely in connection with its ownership of the Project and for the development, ownership and operation of housing elderly and/or handicap, low and moderate income families on the Property located at 1777 18th Street, Sarasota, Florida 34234 which is zoned, of public record in the name of the Corporation (collectively, together with the building improvements and all personal property located thereon, the "Property"). The Property and Project shall be the sole assets which the Corporation is authorized to own and to operate.

Subparagraph B, Specific Purpose of Article IV of the Articles of Incorporation are hereby amended as follows:

B. Specific Purpose. The sole and specific purpose of the Corporation shall be the ownership of the Property and Project in order to provide elderly persons and handicap persons with housing facilities and services specifically designed to meet their physical, social and psychological needs and to promote their health, security, happiness and usefulness and longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a not for profit basis.

c. Article V, Powers of the Corporation, of the Articles of Incorporation subparagraph A, is amended to provide as follows:

A. To buy, own, sell, convey, assign, mortgage or lease any interest with respect to the Property and Project including the construction, maintenance and operation of the improvements as located thereon as necessary or incidental to the accomplishment of its purposes as set forth in the Articles of Incorporation, as amended.

d. The Corporation is authorized to execute a note, mortgage/deed of trust and security agreement in order to secure a loan to be insured by HUD and to execute the Regulatory Agreement and other documents required by HUD in connection with the HUD-insured loan.

e. Any incoming member must, as a condition of receiving an interest in the Corporation, agree to be bound by the note, mortgage/deed of trust, security agreement, Regulatory Agreement and any other documents required in connection with the HUD-insured loan (the "HUD Loan Documents") to the same extent and on the same terms as the other members.

f. Notwithstanding any other provision of the Articles of Incorporation, 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 who is not bound by the Regulatory Agreement in a manner satisfactory to HUD.

g. The members, directors and officers, and any assignee of the members agree to be liable in their individual capacities to HUD with respect to the following matters:

- (1) For funds or property of the Project coming into their hands, which by the provisions of the Regulatory Agreement, they are not entitled to retain;
- (2) For their own acts and deeds, or acts and deeds of others which they have authorized, in violation of the provisions of the Regulatory Agreement;
- (3) For the acts and deed of affiliates, as defined in the Regulatory Agreement, which the persons or entity has authorized in violation of the provisions of the Regulatory Agreement; and
- (4) As otherwise provided by law.

h. So long as HUD or HUD's successor or assign is the insurer or holder of the note secured by the Project, the Corporation shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.

i. The Corporation has designated George B. Bumbray, as President, as its official representative for all matters concerning the Project which require HUD consent or approval. The signature of this person will bind the Corporation in all such matters. The Corporation may from time to time appoint new representatives to perform this function, but within three (3) business days of doing so, will provide HUD with written notification of the name, address and telephone number of the new representative. When a person, other than the person identified above has full or partial authority of 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.

j. Notwithstanding any other provisions of the Articles of Incorporation, in the event that any provision of the Articles of Incorporation conflicts with the HUD Loan Documents the provision of the HUD Loan Documents shall control.

k. So long as HUD or HUD's successor or assign is the insurer or holder of the note secured by the Project, no provision of this Article I to these Articles of Amendment, as well as to the Articles of Incorporation, shall be amended without prior approval by HUD.

l. Notwithstanding any other provisions of the Articles of Incorporation and amended hereunder, the Corporation shall not be responsible for indemnifying its members, except to the extent required by state law, and/or to the extent that such indemnification is limited to liability insurance coverage or distribution approved by HUD from residual receipts or surplus cash.


II. The foregoing Articles of Amendment have been adopted and approved by all of the Directors and Officers of the Corporation and by the Trustees of the Corporation. There are no member(s) entitled or required to vote.

The parties hereto have executed these Articles of Amendment on or as of the date first above written. A facsimile or electronic signature to this document shall be deemed an original. This document may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall be constituted one document.

(Signatures on following page)

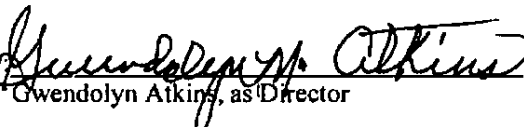
IN WITNESS WHEREOF, the undersigned have hereunto executed these Articles of Amendment
this 17th day of November, 2009.


J.H. FLOYD SUNSHINE VILLAGE, INC., a
Florida non profit corporation

By: 
George A. Bumbray, as President and Chairman

By: 
Rev. Johnnie Dailey, as Vice Chairman and Director

By: _____
James C. Brown, as Treasurer/Secretary and Director

By: 
Gwendolyn Atkins, as Director

By: 
Dannie Frazier Brown, as Director

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ICARD MERRILL et al
ICARD MERRILL et al


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IN WITNESS WHEREOF, the undersigned have hereunto executed these Articles of Amendment
this 17th day of November, 2009.

J.H. FLOYD SUNSHINE VILLAGE, INC., a
Florida non profit corporation

By: _____
George A. Bumbray, as President and Chairman

By: _____
Rev. Johnnie Dailey, as Vice Chairman and Director

By:  _____
James C. Brown, as Treasurer/Secretary and Director

By: _____
Gwendolyn Atkins, as Director

By: _____
Dannie Frazier Brown, as Director

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