

P02000081279



ACCOUNT NO. : 072100000032

REFERENCE : 696108 81495A

AUTHORIZATION : *Patricia Pigute*

COST LIMIT : \$ 43.75

FILED  
2002 AUG -7 PM 3:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ORDER DATE : August 7, 2002

ORDER TIME : 1:16 PM

ORDER NO. : 696108-005

CUSTOMER NO: 81495A

CUSTOMER: Stephen J. Straley, Esq  
Straley & Otto, P.a.  
Suite 109  
3990 Sheridan Street  
Hollywood, FL 33021

400006952014--2

DOMESTIC AMENDMENT FILING

NAME: CREEKSIDE FORTY, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

C. Coulllette AUG 07 2002

CONTACT PERSON: Norma Hull -- EXT# 1115

EXAMINER'S INITIALS:

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02 AUG -7 PM 2:17  
DIVISION OF CORPORATION

**FIRST AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
CREEKSIDE FORTY, INC., a Florida corporation**  
(present name)

P02000081279

(Document Number of Corporation (If known))

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*Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:*

**FIRST:** Amendment(s) adopted:

**ARTICLE III – PURPOSE**

(a) is hereby modified to change the word “Managemen” to “Management” in line 1.

**ARTICLE IV – LIMITATIONS**

(a) is amended by deleting the term “Article One” and substituting therefor the term “Article Three” in line 1.

(c) is amended by deleting subsection (c) and inserting in lieu thereof the following:

“(c) cause or permit the Partnership to grant consensual liens on the Partnership’s Property other than to secure the loan in the amount of \$40,000,000.00 to be secured by an Open End Mortgage and Security Agreement in favor of Column Financial, Inc. (the “Mortgage,”), or cause or permit the LLC or the Partnership to incur any indebtedness or to assume or guarantee any indebtedness of any other entity other than the following indebtedness specifically permitted by Section 5.3(v) of the Limited Partnership Agreement governing the Partnership: the loan secured by the Mortgage, liabilities incurred in the ordinary course of business relating to the ownership and operation of the Property and the routine administration of the Partnership, in amounts not to exceed \$200,000.00 in the aggregate, which liabilities are not more than sixty (60) days past the date incurred, are not evidenced by a note, and are paid when due, and which amounts are normal and reasonable under the circumstances.”

(f) is amended by deleting the term “conveyor” and substituting therefor the term “convey or”.

(h) is amended by deleting the term “or Bankruptcy” and substituting therefor the term “of Bankruptcy” in line 2.

Article IV is further amended to add the following new subsections (k)<sup>9</sup> and (l) as follows:

“(k) comply with all of the assumptions made in the nonconsolidation opinion delivered by Ballard Spahr Andrews & Ingersoll, LLP to the holder of the Mortgage in connection with the closing of the loan secured by the Mortgage.”

“(l) cause the LLC to comply with its Amended and Restated Articles of Organization, as amended (including, without limitation, Articles VII through XI thereof) and its Operating Agreement, as amended (including, without limitation, Articles I, III, VII and IX thereof), and cause the Partnership to comply with its Agreement of Limited Partnership, as amended, including, without limitation, Section 1.3, Section 5.3, and Articles XIV and XV thereof.”

**SECOND:** The date of each amendment's adoption: August 5, 2002.

**THIRD:** Adoption of Amendment(s)

The amendment( s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signed this 5 day of August, 2002.

CREEKSIDE FORTY, INC., a Florida corporation

By: \_\_\_\_\_

STEPHEN J. STRALEY, ESQUIRE  
INCORPORATOR