

P030000002470

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08 DEC 12 AM 11:47

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

*Amend
12/11/08*

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: East Coast Homes, Inc. +

DOCUMENT NUMBER: P000002470 +

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

Please return all correspondence concerning this matter to the following:

Jessica Zakarian
(Name of Contact Person)

East Coast Homes, Inc.
(Firm/ Company)

11314 Edgewater Circle
(Address)

Wellington, FL 33414
(City/ State and Zip Code)

For further information concerning this matter, please call:

Jessica Zakarian at (954) 873-8800
(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
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

East Coast Homes, Inc

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

P00002470

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

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

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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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:

New Registered Office Address:

(Florida street 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

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)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
	Stephen Douglass	1745 E. Rosewood Court Vero Beach, FL 32966	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<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)

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:

(if not applicable, indicate N/A)

Per attached documents Stephen Douglass's 49 shares of East Coast Homes, Inc. have been exchanged to Michael Zakarian. Stephen Douglass owns no shares and has resigned as officer.

The date of each amendment(s) adoption: 12-10-08

Effective date if applicable: 12/10/2008
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

☐ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

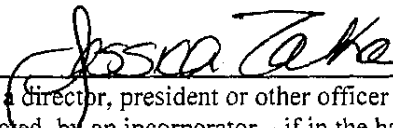
by _____."
(voting group)

☒ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

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

Dated 12/10/2008

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)

Jessica Zakarian

(Typed or printed name of person signing)

Vice President

(Title of person signing)

STOCK REDEMPTION AGREEMENT

This Stock Redemption Agreement ("Agreement") is made as of the _____ day of SEPTEMBER, 2007, by STEPHEN L. DOUGLASSS ("Douglasss"), residing at 1745 East Rosewood Court, Vero Beach, Florida, MICHAEL T. ZAKARIAN ("Zakarian"), residing at 1765 East Rosewood Court, Vero Beach, FL and EAST COAST HOMES, INC., a Florida corporation ("the Corporation"), having its principal office at 725 Commerce Center Drive, Unit C, Sebastian, Florida.

WITNESSETH

WHEREAS Douglass owns forty-nine (49) shares of the issued and outstanding stock (the "Stock") of the Corporation and Zakarian owns fifty-one shares of the issued and outstanding stock (the "Stock") of the Corporation. Said amounts represent one hundred percent of the of the issued and outstanding stock of the Corporation; and

WHEREAS Douglass desires to sell his shares of stock in the corporation back to the Corporation and resign as an officer, director and employee of the Corporation on the terms and conditions set forth in this Stock Redemption Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Douglass hereby resigns as an officer, director and employee of the Corporation effective January 1, 2007.

2. Douglass hereby sells to the Corporation, and the Corporation hereby purchases from Douglass all of the Stock of the corporation owned by Douglass free and clear of all liens and encumbrances on the following terms and conditions:

A. Payment of the sum of TEN & 00/100 (\$10.00) DOLLARS shall be paid to Douglass immediately upon the execution of this Agreement by all parties;

B. Payment of an amount equal to FORTY-NINE PERCENT (49%) of the net proceeds resulting from the sale of the real property owned by the Corporation located at 4641 Paladin Circle, Vero Beach, Florida ("Real Property"). Net proceeds shall be defined as the amount realized from the sale of the Real Property after the payment of the presently recorded mortgage, taxes, and reasonable Seller's costs for the sale. Forty-Nine percent (49%) of the net proceeds shall be paid to Douglass in a separate check on the date of closing of the sale of the Real Property. The remaining Fifty-One percent (51%) of the net proceeds shall be paid to Zakarian in a separate check on the date of closing of the sale of the Real Property.

3. The parties hereto agree that title to the Real Property shall be transferred via Quit Claim Deed from the Corporation to the individual names of Douglass and Zakarian upon execution of this Agreement.

4. Until the closing of the sale of the Real Property, Douglass and Zakarian will each pay FIFTY (50%) PERCENT of the monthly carrying costs, including but not limited to mortgage, interest, taxes, insurance, utilities and homeowners' association assessments, incurred with respect to the Real Property. Zakarian will provide to Douglass the amount of the monthly carrying costs on or before the 20th of each month and each party shall pay his 50% share within ten (10) days of the giving of such notice. In the event that either party shall fail to pay their share of the expenses due for the Real Property within the ten (10) day period, the other party shall have the opportunity but not the obligation to pay the unpaid sum, and shall be entitled to credit for all sums paid for the other party, plus interest, when the Real Property is sold.

5. Pending payment of the sums due Douglass pursuant to paragraph 21 above, the shares of the Corporation of Douglass shall be held in escrow by his attorney, Michael R. Emery, Esq. and shall be released to the Corporation upon final payment to Douglass.

6. Douglass hereby releases the Corporation and its remaining shareholders and officers from liability for any act, failure to act, omission or any other cause of action (whether known or not) arising from the transactions between the parties from the beginning of time through the date hereof other than the obligation to pay the additional purchase price, if any, for the Stock pursuant to paragraph 2 hereof.

7. The Corporation and Zakarian do hereby and by these presents fully acquit, release and forever discharge Douglass, his heirs, personal representatives, successors and assigns from any and all claims, demands, damages (both compensatory and punitive), attorneys' fees, costs, causes of action (whether arising at law or in equity), suits, whether known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect, which the Corporation or Zakarian may have had, may now have, or may hereafter have because of or arising out of Douglass's prior involvement in the Corporation.

8. The Corporation and Zakarian agree to indemnify and hold Douglass harmless with respect to any and all actions, claims, liabilities, debts or obligations of the Corporation which arise. If any action or proceeding is initiated or threatened seeking to hold Douglass liable regarding Douglass's past involvement in the Corporation, the Corporation and Zakarian shall defend Douglass at their expense, whether or not the action is well-founded.

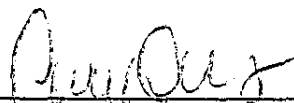
9. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, and this Agreement shall remain in full force and effect and shall be construed and enforced in all respects as if such invalid or unenforceable provision or provisions has been omitted.

10. This Agreement shall be construed, governed and enforced exclusively by its terms and other substantive and procedural laws of the State of Florida.

11. This Agreement constitutes a final settlement among the parties with respect to the subject matter contained herein and may not be modified without the written consent of all of the parties hereto.

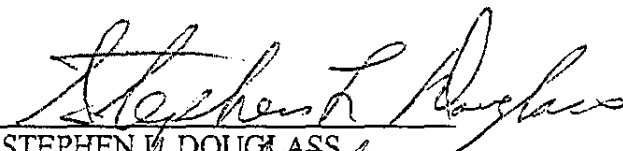
12. Each party agrees to execute and deliver such further and additional documents as may be reasonably requested by any party to this Agreement for the purpose of giving effect to and carrying out the meaning, purposes, intent and actions contemplated herein.

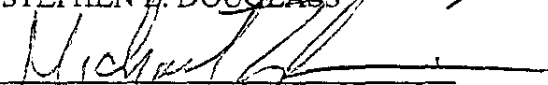
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.



Witness

Witness




STEPHEN L. DOUGLASS


MICHAEL ZAKARIAN

Attest:

Secretary

EAST COAST HOMES, INC.
By: 

President

STATE OF FLORIDA)
COUNTY OF INDIAN RIVER)

BEFORE ME, the undersigned authority, personally appeared STEPHEN L. DOUGLASS, who is personally known to me or who produced his driver's license as identification, who took an oath and who deposes and states that he has read the foregoing Stock Redemption Agreement and understands same completely, and that he has executed same freely and voluntarily, with full knowledge of its contents and consequences.

SWORN TO AND SUBSCRIBED before me this 14th day of September, 2007.

My Commission Expires: 3-26-2010

[Signature]
NOTARY PUBLIC, State of Florida

STATE OF FLORIDA)
COUNTY OF INDIAN RIVER)

BEFORE ME, the undersigned authority, personally appeared MICHAEL ZAKARIAN, who is personally known to me or who produced his driver's license as identification, who took an oath and who deposes and states that he has read the foregoing Stock Redemption Agreement and understands same completely, and that he has executed same freely and voluntarily, with full knowledge of its contents and consequences.

SWORN TO AND SUBSCRIBED before me this 14th day of September, 2007.

My Commission Expires: 3-26-2010

[Signature]
NOTARY PUBLIC, State of Florida

STATE OF FLORIDA)
COUNTY OF INDIAN RIVER)

BEFORE ME, the undersigned authority, personally appeared MICHAEL ZAKARIAN, President of EAST COAST HOMES, INC., who is personally known to me or who produced his driver's license as identification, who took an oath and who deposes and states that he has read the foregoing Stock Redemption Agreement and understands same completely, and that he has executed same freely and voluntarily, with full knowledge of its contents and consequences on behalf of, and with full authority of EAST COAST HOMES, INC.

SWORN TO AND SUBSCRIBED before me this 14th day of September, 2007.

My Commission Expires: 3-26-2010

[Signature]
NOTARY PUBLIC, State of Florida

