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Capital Connection, Inc.

CAPITAL CONNECTION

NO. 7867 P. 1/4

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ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
CYPRESS CREEK ASSISTED LIVING RESIDENCE, INC.

Document No: P98000037637

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida Profit Corporation adopts the following Amendment to its Articles of Incorporation:

AMENDMENTS ADOPTED:

1. Delete the first sentence of ARTICLE X of the Articles of Incorporation and insert the following in its place and stead:

"Except as provided in Article XI, these Articles of Incorporation may be amended in a manner provided therefor by the Laws of the State of Florida."
2. Add the following Article XI, to the Articles of Incorporation:

ARTICLE XI

1. So long as the Secretary of The Department of Housing and Urban Development ("Secretary") or the Secretary's successors or assigns is the insurer or holder of a note secured by a Mortgage/Deed of Trust on HUD Project No. 067-22034 in Sun City Center, Hillsborough County, Florida (the "Project"), no amendment to the Articles of Incorporation/Organization or Bylaws/Regulations that results in any of the following will have any force or effect without the prior written consent of HUD:
 - a. Any amendment that modifies the term of the Corporation;
 - b. Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional owner, director or officer;
 - c. Any amendment that in any way affects any note, mortgage, security agreement or other document relating to the Project or any Regulatory Agreement between HUD and the Corporation (the "Regulatory Agreement") (the "HUD Loan Documents");
 - d. Any amendment that would authorize anyone other than the duly authorized officer to bind the Corporation for all matters concerning the Project which require HUD's consent or approval;
 - e. Any change in a guarantor of any obligation to the Secretary.

2. **The Corporation is authorized to execute the HUD Loan Documents and other documents required by the First Housing Development Corporation of Florida (the "Lender") and/or the Secretary in connection with the HUD-insured loan and to comply with the requirements of the applicable HUD-insured loan program.**
3. **Any incoming owner of the Corporation must as a condition of receiving an interest in the Corporation agree to be bound by the First Loan Documents, the Regulatory Agreement related thereto and any other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other owners.**
4. **Notwithstanding any other provisions of these Articles, 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 any Regulatory Agreement in a manner satisfactory to the Secretary.**
5. **Notwithstanding any other provisions of these Articles, in the event that any provision of these Articles or the By-laws of the Corporation conflicts with any terms of the HUD-Loan Documents or any Regulatory Agreement, the provisions of the HUD Loan Documents or the Regulatory Agreement (as applicable) shall control.**
6. **Notwithstanding any other provisions of these Articles, so long as the Secretary or the Secretary's successors or assigns is the insurer or holder of a note on the Project, the Corporation may not voluntarily be dissolved or converted without the prior written approval of the Secretary.**
7. **No provision required by HUD to be inserted into the organizational documents may be amended without prior HUD approval, for so long as FHA is the insurer or the holder of a Note relating to the Project.**
8. **The Corporation is further authorized to execute a Use Agreement with the Secretary of Housing and Urban Development.**
9. **Notwithstanding any other provision of these Articles, the officers and directors, and any assignee of any officer or director, shall be personally liable in their individual capacity to HUD for: (i) Funds or property of the Project coming into such person's or entity's possession which by the terms of any Regulatory Agreement such person or entity is not entitled to retain, (ii) Its own acts and deeds or the acts and deeds of others which it has authorized in violation of any Regulatory Agreement; (iii) The acts and deeds of affiliates, as defined in the Regulatory Agreement, which the person or entity has authorized in violation of the provisions of the Regulatory Agreement; and (iv) As otherwise provided by law.**
10. **The Corporation has designated James J. Biggins as its official representative for all matters concerning the Project that require HUD consent or approval (the "HUD Representative") and the signature of the**

HUD Representative shall bind the Corporation in all such matters. If the Corporation shall appoint a new HUD Representative, within three business days of such appointment, HUD shall be provided with written notification of the name, address and telephone number of the new HUD Representative. When a person other than the HUD Representative has full or partial authority of management of the Property, the Corporation will promptly provide HUD with the name of that person and the nature of that person's management authority.

11. This Corporation shall be a "single asset entity" and shall not acquire assets other than the Cypress Creek Assisted Living Facility located at 970 Cypress Village Blvd, Sun City Center, Florida and lands contiguous thereto.
12. Notwithstanding any other provisions of these Articles, the Corporation shall not:
 - (i) engage in any other business or activity, including the operation of any other rental project, other than owning and operating the Project, or incur any liability or obligation not in connection with the Project;
 - (ii) acquire or own material assets other than the Project and incidental personal property;
 - (iii) maintain assets in a way difficult to segregate and identify; or
 - (iv) fail to hold itself out to the public as a separate legal entity from another or fail to conduct business solely in its name.

The date of each amendment adoption: July 11, 2008

Effective date if applicable: July 15, 2008.

Adoption of Amendments:

- ☒ [X] The Amendment(s) was/were approved by the Shareholders. The number of votes cast for the Amendment(s) by the Shareholders was/were sufficient for approval.

Signature: _____


JAMES J. HIGGINS, President