

P990000 89/68

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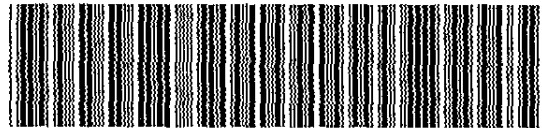
(Business Entity Name)

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04 JUN 23 AM 9:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 768623 7114163
AUTHORIZATION : *Patricia Pigute*
COST LIMIT : \$ 43.75

ORDER DATE : June 22, 2004

ORDER TIME : 12:56 PM

ORDER NO. : 768623-005

CUSTOMER NO: 7114163

CUSTOMER: Ms. Elisa Misrahi
Mark Randolph Rubin, Esq
P. O. Box 402279

Miami, FL 33140

DOMESTIC AMENDMENT FILING

NAME: OCEAN BREEZE TRAILER PARK INC.

XX ARTICLES OF AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Kimberly Moret -- EXT# 2949

EXAMINER'S INITIALS: _____

Articles of Amendment
to
Articles of Incorporation
of

Ocean Breeze Trailer Park Inc.

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

P99000089168

(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:

NEW CORPORATE NAME (if changing):

(must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

Article Sixth being amended as follows: SEE ATTACHED PAGES)

(Attach additional pages if necessary)

If an amendment provides for 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)

N/A

(continued)

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TALLAHASSEE, FLORIDA

The date of each amendment(s) adoption: 6/18/04

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

- ☒ 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.
- ☐ 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.

Signed this 18th day of June, 2004

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)

Mark Rubin

(Typed or printed name of person signing)

Vice President

(Title of person signing)

FILING FEE: \$35

A. Purpose

The corporation's purpose should be limited to owning and operating the mortgaged property.

"Notwithstanding any provision hereof to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the corporation, is to engage solely in the following activities:

1. To acquire from Yale Mortgage Corporation, certain parcels of real property, together with all improvements located thereon, in the City of Marathon, State of Florida and City of Marathon, State of Florida, commonly known as See Attached Exhibit A (collectively, the "Properties").

2. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Properties.

3. To exercise all powers enumerated in the [General Corporation Law] of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein."

B. Certain Prohibited Activities

The corporation shall be prohibited, except in certain circumstances from engaging in certain

activities, including various types of insolvency proceedings, dissolution, liquidation, consolidation, merger, sale of all or substantially all of the corporation's assets, transfer of ownership assets, incurrence of additional debt and amendment of the corporation's articles of incorporation.

"Notwithstanding any provision hereof to the contrary, the following shall govern: The corporation shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Properties. For so long as any mortgage lien exists on any of the Properties, the corporation shall not incur, assume, or guaranty any other indebtedness. The corporation shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the corporation) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the properties and assets of the corporation substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article 6 and in Article [section setting forth Separateness Covenants], and (c) shall expressly assume the due and punctual performance of the corporation's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this corporation and be continuing. For so long as a mortgage lien exists on any of the Properties, the corporation will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the Board of Directors. For so long as a mortgage lien exists on any of the Properties, no material amendment to this certificate of incorporation or to the corporation's By-Laws may be made without first obtaining approval of the mortgagees holding first mortgages on each of the Properties."

C. Indemnification

Indemnification of a corporation's directors and officers should be fully subordinated to obligations respecting the Properties.

"Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Properties and shall not constitute a claim against the corporation in the event that cash flow is insufficient to pay such obligations."

D. Separateness Covenants

In order to demonstrate that it is a bankruptcy remote entity not at risk of having its assets substantively consolidated with those of another entity, the corporation must observe certain covenants designed to make evident the special purpose entity's separateness from its affiliates.

"Notwithstanding any provision hereof to the contrary, the following shall govern: For so long as any mortgage lien exists on any of the Properties, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in this certificate of incorporation, the corporation shall conduct its affairs in accordance with the following provisions:

1. It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its parent and any affiliate and shall allocate fairly and reasonably any overhead for shared office space.
2. It shall maintain separate corporate records and books of account from those of its parent and any affiliate.
3. Its Board of Directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions, and in authorizing such actions, shall observe all corporate formalities.
4. It shall not commingle assets with those of its parent and any affiliate.
5. It shall conduct its own business in its own name.
6. It shall maintain financial statements separate from its parent and any affiliate.

7. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of its parent or any affiliate.

8. It shall maintain an arm's length relationship with its parent and any affiliate.

9. It shall not guarantee or become obligated for the debts of any other entity, including its parent or any affiliate or hold out its credit as being available to satisfy the obligations of others.

10. It shall use stationery, invoices and checks separate from its parent and any affiliate.

11. It shall not pledge its assets for the benefit of any other entity, including its parent and any affiliate.

12. It shall hold itself out as an entity separate from its parent and any affiliate."

For purpose of this Article 6, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the parent, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the corporation, its parent, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this corporation, its parent or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"parent" means, with respect to a corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the corporation.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any

beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND AND BAY BOTTOM IN SECTION 16, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AT MARATHON, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16, SAID CORNER ALSO TO BE KNOWN AS THE POINT OF BEGINNING OF THE TRACT OF LAND AND BAY BOTTOM HEREINAFTER DESCRIBED, BEAR EAST ALONG THE NORTH LINE OF SECTION 16 FOR A DISTANCE OF 270.84 FEET TO A POINT; THENCE BEAR SOUTH 04° 50' EAST FOR A DISTANCE OF 150 FEET, MORE OR LESS, TO A POINT ON THE NORTH SHORELINE OF AN EXISTING EAST-WEST CANAL; THENCE BEAR WESTERLY ALONG THE NORTH SHORELINE OF SAID EXISTING EAST-WEST CANAL FOR A DISTANCE OF 40 FEET, MORE OR LESS, TO A POINT WHERE SAID SHORELINE INTERSECTS THE PROLONGATION TO THE WEST LINE OF THE L.S. KENNEY PROPERTY, THENCE BEAR SOUTHERLY ALONG SAID PROLONGATION OF THE WEST LINE OF THE L.S. KENNEY PROPERTY AND ALSO ALONG THE WEST LINE OF THE SAID L.S. KENNEY PROPERTY FOR A DISTANCE OF 793.00 FEET, MORE OR LESS TO BOOT KEY HARBOR CHANNEL AND THE EAST SHORELINE OF AN EXISTING NORTH-SOUTH 70-FOOT CANAL; THENCE BEAR WESTERLY ALONG THE SHORELINE OF BOOT KEY HARBOR CHANNEL AND ACROSS THE SAID EXISTING 70-FOOT NORTH-SOUTH CANAL FOR A DISTANCE OF 212 FEET, MORE OR LESS, TO A POINT WHERE SAID SHORELINE INTERSECTS WITH THE WEST LINE OF SAID SECTION 16; THENCE BEAR NORTH ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 991 FEET, MORE OR LESS BACK TO THE POINT OF BEGINNING.

TOGETHER WITH ANY AND ALL RIPARIAN AND LITTORAL RIGHTS THEREUNTO APPERTAINING. SUBJECT TO A PRESENT EXISTING EASEMENT ON A NORTH-SOUTH 70-FOOT CANAL HAVING A SOUTHERN TERMINATION AT THE BOOT KEY HARBOR CHANNEL AND ITS NORTHERN TERMINATION AT THE WEST PROLONGATION OF THE NORTH SHORELINE OF THE SAID AFORESAID EXISTING EAST-WEST CANAL AND THE WESTERLY SHORELINE OF SAID 70-FOOT NORTH-SOUTH CANAL AS FOLLOWS: COMMENCING AT A POINT OF BEGINNING ON BOOT KEY HARBOR CHANNEL, 142 FEET EASTERLY FROM THE INTERSECTION OF THE SAID WEST LINE OF SECTION 16 WITH BOOT KEY HARBOR CHANNEL; THENCE RUNNING IN A NORTHERLY DIRECTION, 70 FEET WEST OF AND PARALLEL TO THE EASTERN BOUNDARY LINE OF THE ABOVE DESCRIBED PROPERTY AND TERMINATING AT THE WESTERN PROLONGATION OF THE NORTH SHORELINE OF THE EXISTING EAST-WEST CANAL REFERRED TO ABOVE. NO BOAT SHALL BE MOORED OR DOCK OR OTHER STRUCTURE BUILT ON THIS SAID NORTH-SOUTH CANAL, IN SUCH A WAY THAT SAID BOAT, DOCK OR STRUCTURE SHALL PROJECT INTO THE EXISTING CANAL FOR MORE THAN 25 FEET FROM ITS ABOVE DESCRIBED WESTERN SHORELINE.

THAT PART OF THE ABOVE-DESCRIBED PROPERTY AMOUNTING TO 40 FEET MORE OR LESS ALONG THE NORTH SHORELINE OF AN EXISTING EAST-WEST CANAL WHICH WESTERLY TERMINATES AT ITS CONFLUENCE WITH THE EASTERN SHORELINE PROLONGATION OF THE ABOVE DESCRIBED NORTH-SOUTH CANAL IS SUBJECT TO THE FOLLOWING RESTRICTIONS: NO BOAT SHALL BE MOORED OR DOCK OR OTHER STRUCTURE BUILT IN THIS SAID EAST-WEST CANAL ABUTTING THE 40 FOOT AREA ABOVE DESCRIBED AS PART OF THIS TRACT OF LAND, IN SUCH A WAY THAT SAID BOAT, DOCK OR STRUCTURE SHALL PROJECT INTO THE EXISTING CHANNEL FOR MORE THAN 25 FEET FROM THE PRESENTLY EXISTING SHORELINE.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO AN UNDIVIDED 3/4 INTEREST IN ALL PHOSPHATE, MINERALS AND METALS THAT ARE OR MAY BE IN, ON OR UNDER THE ABOVE DESCRIBED LAND, AND

AN UNDIVIDED 1/2 INTEREST IN ALL THE PETROLEUM THAT IS OR MAY BE IN OR UNDER THE ABOVE DESCRIBED LAND, WHICH INTEREST HAVE BEEN RESERVED BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF FLORIDA.

ALSO

LOTS 4 AND 5, BLOCK 4, PARRISH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

AND

A PART OF LOT 6, BLOCK 4, PARRISH SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 6, BEAR SOUTH, 215 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; FROM SAID POINT OF BEGINNING, CONTINUE BEARING SOUTH, 204.84 FEET TO THE SOUTH LINE OF SECTION 9, TOWNSHIP 66 SOUTH, RANGE 32 EAST; THENCE BEAR EAST LONG THE SOUTH LINE OF SECTION 9, 49.83 FEET; THENCE BEAR NORTH 208.98 FEET; THENCE BEAR SOUTH 85°15' WEST ALONG THE SOUTH LINE OF THE CULMER PROPERTY, 50 FEET, BACK TO THE POINT OF BEGINNING.