



THE UNITED STATES  
CORPORATION  
COMPANY

# A15182

ACCOUNT NO. : 072100000032

REFERENCE : 268386 156334A

AUTHORIZATION :

*Patricia Pyzdek*  
COST LIMIT *Pyzdek* 52.50

ORDER DATE : February 21, 1997

ORDER TIME : 9:53 AM

ORDER NO. : 268386-005

900002094439--4

CUSTOMER NO: 156334A

CUSTOMER: Beth Sanders, Legal Asst  
Mackey Krumm Ventures, Inc.  
Suite 805  
1601 Forum Place  
West Palm Beach, FL 33401

DOMESTIC AMENDMENT FILING

NAME: MEADOWS OF JUPITER, LIMITED

EFFECTIVE DATE:

ARTICLES OF AMENDMENT  
XX RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY  
XX PLAIN STAMPED COPY  
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Andrea C. Mabry

EXAMINER'S INITIALS: *BY*

97 FEB 21 AM 10:17

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

*2/21/97*

\*  
**SECOND AMENDMENT TO FIRST AMENDED AND RESTATED  
CERTIFICATE OF LIMITED PARTNERSHIP OF  
MEADOWS OF JUPITER, LIMITED**

(Original Certificate filed August 26, 1983  
and given Partnership #A-15182)

The undersigned, being all of the partners of MEADOWS OF JUPITER, LIMITED (the "Partnership"), desiring to amend their First Amended Certificate of Limited Partnership, hereby adopt this Second Amendment to the First Amended Certificate of Limited Partnership as follows:

1. Paragraph 3 shall be amended to designate and restate the location of the principal place of business of the Partnership to be in Palm Beach County, Florida, at c/o RMF Properties, Inc., 1601 Forum Place, Suite 805, West Palm Beach, FL 33401.

2. Stephen A. Alex, an individual, is no longer a General Partner and has withdrawn from the Partnership. Accordingly, Paragraph 4 shall be amended to designate and restate the name of the only General Partner of the Partnership and its address as follows:

4.A Effective January 22, 1997, STEPHEN A. ALEX has withdrawn as Non-Administrative General Partner.

4.B Effective January 22, 1997, the only remaining Administrative General Partner is:

RMF Properties, Inc. ("RMF")  
1601 Forum Place, Suite 805  
West Palm Beach, FL 33401

RM 857747

3. Paragraph 7 is deleted in its entirety and the following is inserted in its place:

"7. The Partners, including the Limited Partners, are entitled to the Partnership profits and losses and cash flow as such items are defined and subject to certain priorities described in the Partnership Agreement in the following proportions:

FROM OPERATIONS:

General Partner:

1.0% to the Administrative General Partner - RMF Properties, Inc.

FILED  
SECRETARY OF STATE  
CORPORATION DIVISION  
97 FEB 21 AM 10:17

M

Limited Partner:

99% to RMF Jupiter Apartments, Limited

FROM SALE, REFINANCING AND/OR LIQUIDATION:

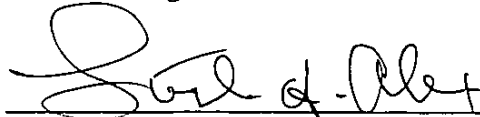
44% TO RMF Properties, Inc. (subject to various priorities on distribution to the limited partner as set forth in the First Amended Agreement of Limited Partnership)

56% to RMF Jupiter, Apartments, Limited

In all other respects, the First Amended and Restated Certificate of Limited Partnership of MEADOWS OF JUPITER, LIMITED shall remain unchanged.

FILED STATE SECRETARY OF CORPORATIONS DIVISION FEB 21 11 10:17

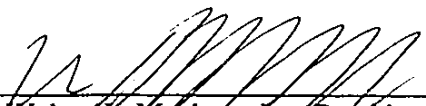
**Withdrawing Non-Administrative General Partner:**



STEPHEN A. ALEX, individually

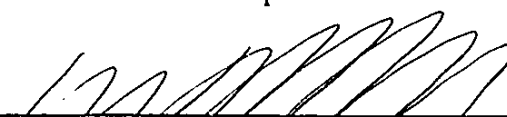
**Sole Administrative General Partner:**

RMF PROPERTIES, INC., an Ohio corporation,  
a General Partner

By:   
Walter J. Mackey, Jr., President

**Limited Partner:**

R.M.F. JUPITER APARTMENTS, LIMITED, a  
Florida Limited Partnership

By:   
Walter J. Mackey, Jr., President  
RMF Properties, Inc., General Partner

W

STATE OF FLORIDA

COUNTY OF PALM BEACH

I hereby certify that the foregoing document was acknowledged before me this 5<sup>th</sup> day of February, 1997, by STEPHEN ALEX, who is ( ) personally known to me OR () who has provided FL. DRIVER'S LICENSE # A420-788-22-422-D as identification, as Withdrawing Non-Administrative General Partner of Meadows of Jupiter, Limited, a Florida limited partnership.



MARIANNE NEWMAN  
My Comm Exp. 1/21/00  
Bonded By Service Ins  
No. CC519783  
 Personally Known  Other I.D.

Marianne Newman  
Notary Public, State of Florida

MARIANNE NEWMAN  
Notary Public, Name Printed

My Commission Expires: 1/21/00

FILED  
STATE  
SECRETARY OF CORPORATIONS  
97 FEB 21 AM 10:17

STATE OF FLORIDA

COUNTY OF PALM BEACH

I hereby certify that the foregoing document was acknowledged before me this 29<sup>th</sup> day of January, 1997, by Walter J. Mackey, Jr., as President of RMF Properties, Inc, the Administrative General Partner of Meadows of Jupiter, Limited, a Florida limited partnership, who is () personally known to me OR ( ) who has provided \_\_\_\_\_ as identification.



ANDREA J. MCCLUNG  
My Comm Exp. 12/21/97  
Bonded By Service Ins  
No. CC337765  
 Personally Known  Other I.D.

Andrea J. McClung  
Notary Public, State of Florida

ANDREA J. MCCLUNG  
Notary Public, Name Printed

My Commission Expires: 12/21/97

*M*

STATE OF FLORIDA

COUNTY OF PALM BEACH

I hereby certify that the foregoing document was acknowledged before me this 29th day of January 1997, by Walter J. Mackey, Jr., as President of RMF Properties, Inc. the General Partner of the Limited Partner, RMF Jupiter Apartments, Limited, which partnership is the limited partner of Meadows of Jupiter, Limited, a Florida limited partnership, who is  personally known to me OR  who has provided \_\_\_\_\_ as identification.



ANDREA J. MCCLUNG  
My Comm Exp. 12/21/97  
Bonded By Service Ins  
No. CC337765  
 Personally Known     Other I.D.

Andrea J. McClung  
Notary Public, State of Florida

ANDREA J. MCCLUNG  
Notary Public, Name Printed

My Commission Expires: 12/21/97

FILED  
STATE  
SECRETARY OF CORPORATIONS  
97 FEB 21 AM 10:17

*[Handwritten initials]*



# A15182

ACCOUNT NO. : 072100000032  
 REFERENCE : 268386 156334A  
 AUTHORIZATION :  
 COST LIMIT *Patricia 50000*

FILED  
 SECRETARY OF STATE  
 DIVISION OF CORPORATIONS  
 97 FEB 21 AM 10:20

ORDER DATE : February 21, 1997  
 ORDER TIME : 9:55 AM  
 ORDER NO. : 268386-010  
 CUSTOMER NO: 156334A

000002094440--1

CUSTOMER: Beth Sanders, Legal Asst  
 Mackey Krumm Ventures, Inc.  
 Suite 805  
 1601 Forum Place  
 West Palm Beach, FL 33401

DOMESTIC AMENDMENT FILING

NAME: MEADOWS OF JUPITER, LIMITED

EFFECTIVE DATE:

*File  
2nd*

ARTICLES OF AMENDMENT  
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY  
 PLAIN STAMPED COPY  
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Andrea C. Mabry

EXAMINER'S INITIALS:

*BK*

*2/21/97*

**THIRD AMENDMENT TO FIRST AMENDED AND RESTATED  
CERTIFICATE OF LIMITED PARTNERSHIP OF  
MEADOWS OF JUPITER, LIMITED**

**(Original Certificate filed August 26, 1983  
and given Partnership #A-15182)**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 FEB 21

The undersigned, being all of the partners of MEADOWS OF JUPITER, LIMITED (the "Partnership"), desiring to amend their First Amended and Restated Certificate of Limited Partnership, hereby adopt this Third Amendment to First Amended and Restated Certificate of Limited Partnership as follows:

WHEREAS, the partners have previously adopted the First Amended and Restated Certificate of Limited Partnership; adopted the Amendment to the First Amended and Restated Certificate of Limited Partnership; and adopted the Second Amendment to the First Amended and Restated Certificate of Limited Partnership, and the partners now hereby further amend the First Amended and Restated Certificate of Limited partnership (as amended per the foregoing) by executing this Third Amendment to First Amended and Restated Certificate of Limited Partnership as follows:

1. Paragraph 3 shall continue to designate the location of the principal place of business of the Partnership to be in Palm Beach County, Florida, at c/o RMF Properties, Inc., 1601 Forum Place, Suite 805, West Palm Beach, FL 33401.

2. Paragraph 7 shall continue to state as follows:

"7. The Partners, including the Limited Partners, are entitled to the Partnership profits and losses and cash flow as such items are defined and subject to certain priorities described in the Partnership Agreement in the following proportions:

FROM OPERATIONS:

General Partner:

1.0% to the Administrative General Partner - RMF Properties, Inc.

Limited Partner:

99% to RMF Jupiter Apartments, Ltd.

*copy*

FROM SALE, REFINANCING AND/OR LIQUIDATION:

44 % TO RMF Properties, Inc. (subject to various priorities on distribution to the limited partner as set forth in the First Amended Agreement of Limited Partnership)

56 % to RMF Jupiter, Apartments, Ltd.

3. Article III of the Partnership Agreement shall be amended to include the following additional terms and conditions relating to anticipated replacement financing, utilizing a HUD secured mortgage for the amount of \$7,905,000, which shall be included and added as Paragraph 3.3.2, Special HUD Financing Conditions to the Partnership Agreement, which provisions shall also be added to the Certificate as Paragraph 14 as follows:

14. Special HUD Financing Conditions.

- (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 the note secured by the mortgage, no amendment to the First Amended Agreement of Limited Partnership dated as of September 1, 1983, and amended as of October 19, 1989 and February 5, 1997, that results in any of the following will have any force or effect without the prior written consent of the Secretary:
  - a. Any amendment that modifies the term of the Partnership;
  - b. Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional partner;
  - c. Any amendment that in any way affects the note, mortgage, or security agreement on the Project or the Regulatory Agreement between HUD and the Partnership (the "Regulatory Agreement");
  - d. Any amendment that would authorize any partner other than the General Partner or pre-approved successor general partner to bind the partnership for all matters concerning the project which require HUD's consent or approval;

*LCM*



- e. Any change in the General Partner or pre-approved successor General Partner of the Partnership; or
- f. Any change in a guarantor of any obligation to the Secretary.

(2) The partnership is authorized to execute a note and mortgage in order to secure a loan to be insured by the Secretary and to execute the Regulatory Agreement and other documents required by the Secretary in connection with such loan.

(3) Any incoming partner must as a condition of receiving an interest in the partnership agree to be bound by the note, mortgage, security agreement, the Regulatory Agreement, and any other documents required in connection with the FHA insured loan to the same extent and on the same terms as the other partners.

(4) Notwithstanding any other provision of the Partnership Agreement, 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 the Secretary.

(5) Notwithstanding any other provisions of this Partnership Agreement, in the event of a conflict between the terms of this Partnership Agreement and HUD laws, rules, regulations and the Regulatory Agreement, the terms of the laws, rules, regulations and Regulatory Agreement shall prevail.

(6) So long as the Secretary or the Secretary's successors or assigns is the insurer or holder of the note on the project, the partnership may not be voluntarily dissolved without the prior written approval of the Secretary.

(7) The partners, and any assignee of a partner, agree to be liable in their individual capacities to HUD with respect to the following matters:

- a. 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; and

SECRETARY OF STATE  
DIVISION OF CORPORATE AFFAIRS  
99 FEB 12 10 00 AM '97

*lym*

- b. 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.

4. The last sentence of paragraph 2(c) of the First Amended and Restated Certificate of Limited Partnership shall be deleted in its entirety, and paragraph 2(c) shall hereinafter state as follows:

2(c) To engage in all other activities incidental or related to any of the foregoing, exercising all rights and powers to which the Partnership may be entitled under any and all laws, agreements or other documents, all as shall from time to time be considered appropriate by the Administrative General Partner.

FILED STATE  
SECRETARY OF CORPORATIONS  
97 FEB 21 AM 10:20

In all other respects, the First Amended and Restated Certificate of Limited Partnership of MEADOWS OF JUPITER, LIMITED shall remain unchanged.

**Administrative General Partner:**

RMF PROPERTIES, INC., an Ohio corporation,  
a General Partner

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

Walter J. Mackey, Jr., President

**Limited Partner:**

R.M.F. JUPITER APARTMENTS, LTD., a Florida  
Limited Partnership

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

Walter J. Mackey, Jr., President  
RMF Properties, Inc., General Partner

10/21

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I hereby certify that the foregoing document was acknowledged before me this 17TH day of FEBRUARY, 1997, by Walter J. Mackey, Jr., as President of RMF Properties, Inc., the Administrative General Partner of Meadows of Jupiter, Limited, a Florida limited partnership, who is () personally known to me OR () who has provided \_\_\_\_\_ as identification.



ANDREA J. MCCLUNG  
My Comm Exp. 12/21/97  
Bonded By Service Ins  
No. CC337765  
 Personally Known     Other I.D.

Andrea J. McClung  
Notary Public, State of Florida

ANDREA J. MCCLUNG  
Notary Public, Name Printed

My Commission Expires: 12/21/97

FILED STATE  
SECRETARY OF STATE  
FEB 21 AM 10:28  
TALLAHASSEE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I hereby certify that the foregoing document was acknowledged before me this 17TH day of FEBRUARY, 1997, by Walter J. Mackey, Jr., as President of RMF Properties, Inc., the General Partner of the Limited Partner, RMF Jupiter Apartments, Ltd., which partnership is the limited partner of Meadows of Jupiter, Limited, a Florida limited partnership, who is () personally known to me OR () who has provided \_\_\_\_\_ as identification.



ANDREA J. MCCLUNG  
My Comm Exp. 12/21/97  
Bonded By Service Ins  
No. CC337765  
 Personally Known     Other I.D.

Andrea J. McClung  
Notary Public, State of Florida

ANDREA J. MCCLUNG  
Notary Public, Name Printed

My Commission Expires: 12/21/97

14307