

A22220

CAPITOL SERVICES d/b/a
PARALEGAL & ATTORNEY SERVICE BUREAU, INC.

(Requestor's Name)

1406 Hays Street, Suite 2

(Address)

Tallahassee, FL 32301 (904) 656-3992

(City, State, Zip)

(Phone #)

900002470459--6
-03/27/98-01037-017
*****52.50 *****52.50

OFFICE USE ONLY

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

- Greenleaf Gardens, Ltd A22220
(Corporation Name) (Document #)
- _____
(Corporation Name) (Document #)
- _____
(Corporation Name) (Document #)
- _____
(Corporation Name) (Document #)

Walk in

Pick up time 3/27

Certified Copy

Mail out

Will wait

Stamped
Photocopy

Certificate of Status

Filing info stamped on each page please.

RECEIVED
98 MAR 27 AM 11:07
DIVISION OF CORPORATION

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark

8

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 26 PM 1:01

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 27 PM 1:01

Examiner's Initials

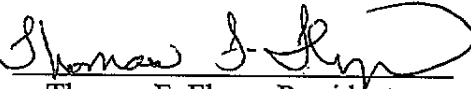
AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP
GREENLEAF GARDENS, LTD.

Pursuant to the provisions of Section 620.109, Florida Statutes, this Florida limited partnership, whose Certificate was filed with the Florida Department of State on the 18th day of March, 1986, as further amended on the 7th day of January, 1988, the 15th day of March, 1989; the 24th day of May, 1989, the 8th day of April, 1991, the 4th day of May, 1995 and the 1st day of March, 1998, adopts the following Certificate of Amendment to its Certificate of Limited Partnership:

1. The General Partner's name and address is as follows:
GREENLEAF ONE, INC.
2424 ENTERPRISE ROAD #G
CLEARWATER, FL 33763
2. SHUBERT CONSTRUCTION CO., INC. withdraws as the Special Limited Partner and transfers all of its remaining interest it has in the Partnership to GREENLEAF ONE, INC.
3. The remainder of the Partnership's Certificate, as amended, remains in full force and effect.
4. The Agreement of Limited Partnership is amended pursuant to Exhibit A attached hereto.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Certificate as of the 1st day of March, 1998.

GREENLEAF ONE, INC.
A Florida Coproration
SOLE GENERAL PARTNER:

By: 
Thomas F. Flynn, President

FILED SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 26 PM 1:01
FILED SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 27 PM 1:01

**SIXTH AMENDMENT TO THE
LIMITED PARTNERSHIP CERTIFICATE
OF
GREENLEAF GARDENS, LTD**

THIS AGREEMENT, made and entered into as of the 15th day of November, 1997, by and among SHUBERT CONSTRUCTION CO., INC. as the guarantor and withdrawing special limited partner (the "Withdrawing Special Limited Partner" and, where applicable the "Guarantor"), BAYFIELD LOW INCOME HOUSING LIMITED PARTNERSHIP, the successor in interest to the investor partner, EVERGREEN REALTY INVESTORS LIMITED PARTNERSHIP, as the limited partner (herein sometimes the "Limited Partner" and/or "Investor Partner") and GREENLEAF ONE, INC., a Florida corporation, as the general partner (the "General Partner") and is entered into in connection with an agreement of sale between SHUBERT CONSTRUCTION CO., INC. and GREENLEAF ENTERPRISES, INC., dated September 6, 1996.

WITNESSETH:

WHEREAS, certain of the Parties previously entered into that certain Limited Partnership Agreement of Greenleaf Gardens, LTD. executed on the 6th day of February, 1985 and that Certificate of Limited Partnership executed and filed on the 18th day of March, 1986;

WHEREAS, certain of the Parties thereafter entered into that certain FIRST AMENDMENT TO LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT OF GREENLEAF GARDENS LTD., executed on the 6th day of August, 1986 and filed on the 4th day of September, 1986, in the office of the Secretary of State, State of Florida; and certain of the Parties thereafter entered into that certain SECOND AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT OF GREENLEAF GARDENS, LTD., executed on the 13th day of October, 1987 and filed on the 22nd day of December, 1987, in the office of the Secretary of State, State of Florida; and certain of the Parties thereafter entered into that certain THIRD AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT OF GREENLEAF GARDENS, LTD., executed on the 15th day of March, 1989; and certain of the Parties thereafter entered into that certain SUPPLEMENTAL AFFIDAVIT AND FOURTH AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF GREENLEAF GARDENS, LTD., filed on the 24th day of May, 1989, in the office of the Secretary of State, State of Florida; and certain of the Parties thereafter entered into that certain AMENDMENT TO FOURTH AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF GREENLEAF GARDENS, LTD., dated as of the 13th day of July, 1990 and filed on the 8th day of April, 1991, in the office of the Secretary of State, State of Florida; and certain of the Parties thereafter entered into that certain FOURTH (sic) AMENDMENT TO LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT OF GREENLEAF GARDENS, LTD., executed on the 28th day of July, 1993 and filed on the 4th day of May, 1995, in the office of the Secretary of State, State of Florida; and certain of the parties entered into that certain FIFTH AMENDMENT TO LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT OF GREENLEAF GARDENS LTD., entered into as of the 1st day of January, 1997 and recorded on the 27 day of March, 1998, in the office of the Secretary of State, State of Florida (the foregoing collectively referred to as the "Partnership Agreement"; Capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Partnership Agreement or in the Plan);

WHEREAS, the parties hereto wish to enter into this Agreement and the Sixth Amendment to the Limited Partnership Certificate of Greenleaf Gardens, Ltd. (the "Sixth Amendment") for the following purposes: (i) having SHUBERT CONSTRUCTION CO., INC. withdraw as the Special Limited Partner and transfer all remaining interest it has in the Partnership to GREENLEAF ONE, INC., the General Partner, and (ii) amending and superseding the Partnership Agreement as hereinafter set forth (All references to sections below shall be to the Partnership Agreement):

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 20 7 PM 1:01

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 27 PM 1:01

NOW, THEREFORE, it is hereby agreed and the Partnership Agreement is hereby further amended and superseded as

follows:

(1) Section 1.6 captioned "Special Limited Partner" is hereby deleted in its entirety, except to the extent, if any, that the provisions of paragraph 5 hereof become applicable.

(2) The following provision of Section 6.1 - Capital of the General Partner shall be deleted in its entirety:

"In consideration of the terms and conditions set forth in that certain Agreement for Sale and Purchase Agreement between the Withdrawing General Partner and the Substitute General Partner dated September 6, 1996 (the "Sale Agreement"), sixty percent (60%) of the interest in the Partnership, its capital, profits, losses, allocations, distributions and all other matters, except as specified in Paragraphs (1), (6) and (9) hereafter or otherwise in this Agreement, of the Withdrawing General Partner is hereby transferred and assigned to the Substitute General Partner."

and the following provision shall be added to Section 6.1 - Capital of the General Partner in its place and stead:

"In consideration of the terms and conditions set forth in that certain Agreement for Sale and Purchase Agreement between the Withdrawing Special Limited Partner and the General Partner dated September 6, 1996 (the "Sale Agreement"), one hundred percent (100%) of the any interest in the Partnership, its capital, profits, losses, allocations, distributions and all other matters, except as specified in Paragraphs (1), (6) and (9) of the FIFTH AMENDMENT TO THE LIMITED PARTNERSHIP CERTIFICATE OF GREENLEAF GARDENS, LTD. or otherwise in this Agreement, of the Withdrawing Special Limited Partner is hereby transferred and assigned to the General Partner."

(3) With respect to Sections 6.4 and 9.5 of the Partnership Agreement, the term "General Partner" as used therein shall mean the "Withdrawing Special Limited Partner".

(4) Each section of Article X "ALLOCATIONS" and Article XI "DISTRIBUTIONS" shall be amended to provide as follows:

"All items thereby allocated to the 'Withdrawing Special Limited Partner' as a Special Limited Partner shall hereafter be allocated one hundred percent (100%) to the General Partner."

(5) Nothing herein contained or contained in the Partnership Agreement as amended hereby shall cause more than an aggregate forty-nine percent (49%) interest in the capital or profits of the Partnership to be transferred from the Withdrawing Special Limited Partner to the General Partner. Anything contained herein or in the Amended and Restated Partnership Agreement to the contrary notwithstanding allocating a greater than forty-nine percent (49%) aggregate interest in the capital or profits of the Partnership to the General Partner shall be of no force or effect with respect to such greater portion thereof and the Withdrawing Special Limited Partner shall continue to hold such greater portion, together with any other interests herein specified, as a Special Limited Partner of the Partnership."

(6) Nothing herein contained shall be deemed to relieve the Withdrawing Special Limited Partner from any liabilities as the General Partner of the Partnership accruing prior to January 1, 1997, except as otherwise specified herein or in the Partnership Agreement accruing subsequent thereto with respect to those items specifically provided as its obligation.

FILED SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 27 PM 1:01
FILED SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 27 PM 1:01

(7) By signing this Agreement the Limited Partner hereby consents to the withdrawal of the Withdrawing Special Limited Partner and the transfer and assignment of its interest in the Partnership to Greenleaf One, Inc., the General Partner of the Partnership.

(8) By signing this Agreement the Withdrawing Special Limited Partner hereby withdraws as the Special Limited Partner of the Partnership and transfers one hundred percent (100%) of its interest in the capital or profits of the Partnership to Greenleaf One, Inc., the General Partner of the Partnership, and consents to its having no further interest in the Partnership whatsoever as a Special Limited Partner or otherwise.

(9) In all other respects, the Partnership Agreement is hereby ratified and confirmed by the undersigned parties.

(10) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

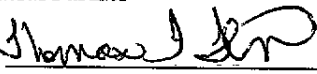
(11) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. In the event that any party is required to enforce the terms of this Agreement by the commencement of a legal action, the prevailing party in any such action will be entitled to have all attorneys' fees and costs reimbursed by the non-prevailing party.

(12) This Amendment shall only become effective after due execution by all parties and thereafter upon the consent and approval by Rural Development (formerly the Farmer's Home Administration) of the withdrawal of the Withdrawing Special Limited Partner and the transfer of the balance of its interest in the Partnership to the General Partner and the other matters set forth herein, it being understood that it is the sole responsibility of the General Partner to secure such consent and approval and (i) General Partner's designee as managing agent of Greenleaf Gardens having successfully completed one full year of management of Greenleaf Gardens or (ii) thirteen months from the effective date of the FIFTH AMENDMENT TO THE LIMITED PARTNERSHIP CERTIFICATE OF GREENLEAF GARDENS, LTD., whichever shall later have occurred.

(13) This Agreement amends the Partnership Agreement. In the event that the Parties have not executed a prior amendment to the Partnership Agreement for the purpose of supplementing and amending the Partnership Agreement as required or permitted by the Plan, the Parties shall enter into such an amendment which shall constitute the Partnership Agreement for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have subscribed and sworn to this Agreement as of the date first above written.

GREENLEAF ONE, INC.,
a Florida corporation
General Partner

By: 
Thomas F. Flynn, President

SHUBERT CONSTRUCTION CO., INC.
Withdrawing Special Limited Partner and
Guarantor

By: 
JACK SHUBERT, President

Attest: 
Secretary

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
98 MAR 26 7 PM 1:01
FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
98 MAR 27 PM 1:01

BAYFIELD LOW INCOME HOUSING LIMITED PARTNERSHIP
(as the successor in interest to Evergreen Realty Investors Limited Partnership)

By: Megan Asset Management, Inc.
General Partner and Independent Manager

By: Paul J. Maddock
Name: Paul J. Maddock
Title: President

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
98 MAR 27 PM 1:01
FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
98 MAR 27 PM 1:01

STATE OF FLORIDA
COUNTY OF PINELLAS

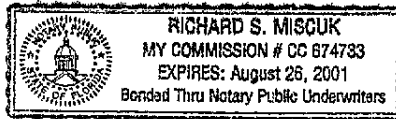
On this the 2nd day of ~~November~~ ^{December}, 1997, before me, the undersigned, a notary public of said state, duly commissioned and sworn, personally appeared THOMAS F. FLYNN, as President of GREENLEAF ONE, INC., who is personally known to me to be the individual who executed and delivered the foregoing instrument, and he duly acknowledged to me that he executed and delivered the same in capacity as President of GREENLEAF ONE, INC., General Partner of the Partnership and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

(SEAL)

Richard S. Miscuk

NOTARY PUBLIC
My commission expires: 8/26/2001



STATE OF FLORIDA
COUNTY OF

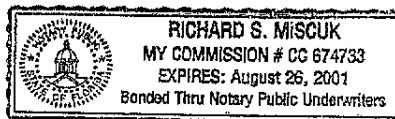
On this the 3rd day of ~~November~~ ^{December}, 1997, before me, the undersigned, a notary public of said state, duly commissioned and sworn, personally appeared JACK SHUBERT, as President of SHUBERT CONSTRUCTION CO., INC., on behalf of said corporation, who is personally known to me or who produced as identification, and who executed and delivered the foregoing instrument, and he duly acknowledged to me that he executed and delivered the same as President of and on behalf of the Withdrawing Special Limited Partner and Guarantor of the Partnership and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

(SEAL)

Richard S. Miscuk

NOTARY PUBLIC
My commission expires: 8/26/2001



FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 27 PM 1:01

STATE OF NORTH DAKOTA


SS

COUNTY OF BURLEIGH

On this the 25th day of November, 1997, before me, the undersigned, a notary public of said state, duly commissioned and sworn, personally appeared Paul J. Maddock, to me known, who being by me duly sworn, did depose and say that he resides at 1401 Canyon Drive, Bismarck, North Dakota 58501; that he is the President of Megan Asset Management, Inc., the corporation described in and which executed and delivered the foregoing instrument as the General Partner of Bayfield Low Income Housing Limited Partnership; and he signed its name thereto on behalf of said corporation for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

(SEAL)


NOTARY PUBLIC
My commission expires: 3-23-2003

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 27 PM 1:01