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SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 FEB 24 PM 2:18

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

1 CCH Virginia I, Ltd.
(Corporation Name)

600002098986
-02/26/97--01103--003
*****52.50 *****52.50

2
(Corporation Name)

(Document #)

3 647A WU 9607
(Corporation Name)

(Document #)

4
(Corporation Name)

(Document #)

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G. TAX 52.50
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C. COPY 52.50
TOTAL 52.50
N. BANK
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☐ Certificate of Status

☐ Certificate of Good Standing

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☐ Certificate of FICTITIOUS NAME

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☐ CORP SEARCH

NEW FILINGS

☐ Profit
☐ NonProfit
☐ Limited Liability
☐ Domestication
☐ Other

AMENDMENTS

☒ Amendment
☐ Resignation of R A, Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

OTHER FILINGS

☐ Annual Report
☐ Fictitious Name
☐ Name Reservation

REGISTRATION/QUALIFICATION

☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

2/24/97
HOLD FOR
PICKUP BY
UCC SERVICES

Examiner's Initials

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CCH VIRGINIA I, LTD.**

(Insert name currently on file with Florida Dept. of State)

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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 August 31, 1995, adopts the following certificate of amendment to its certificate of limited partnership:

FIRST: Amendment(s): (indicate article number(s) being amended, added, or deleted)

1. The term of the partnership is extended to December 31, 2037 and paragraph 4(a)(II) of the Agreement is amended by deleting "2015" and inserting "2037" in its stead.
2. Section 4 is amended by adding new paragraph 4(c) as follows:

The partnership may not be voluntarily terminated by the partners without the prior consent of the United States Department of Housing and Urban Development ("HUD") and the holder of any deed of trust on the real estate of the partnership which deed of trust is insured by HUD so long as the deed of trust is held or owned by either of them, their successors and assigns.

3. Section 5 of the Agreement is amended by deleting "within the United States" from the third line thereof and substituting in its stead:

Norfolk, Virginia and known as River Oaks Apartments (the "Property").

4. Paragraph 9(b) is amended by deleting from the end thereof "La of the State of Florida" and substituting in its stead the following:

Laws of the State of Florida. The General Partner is authorized to execute all such agreements on behalf of the Partnership as the General Partner may deem necessary and appropriate pertaining to any notes, deeds of trusts or security interests and to the insurance of any deed of trust on the Property by HUD.

5. New Section 24 is added as follows:

"HUD REQUIREMENTS"

Notwithstanding anything herein to the contrary, for so long as HUD insures or holds the mortgage on the Property the following provisions shall be in effect:

A. 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 deed of trust on River Oaks Apartments, FHA project number 051-11112 in Norfolk, Virginia (the "Project"), no amendment to the Affidavit, Certificate and Agreement of Limited Partnership of CCH Virginia I, Ltd. Filed with Florida Department of State on August 31, 1995 as amended hereby ("the "Partnership Agreement") that results in any of the following will have any force or effect without the prior written consent of the Secretary:

- i. Any amendment that modifies the term of the Partnership;
- ii. Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional partner;
- iii. Any amendment that in any way affects the note, deed of trust or security agreement on the Project or the Regulatory Agreement between HUD and the Partnership (the "Regulatory Agreement");
- iv. Any amendment that would authorize any partner other than the General Partner or preapproved successor General Partner to bind the Partnership for all matters concerning the Project which require HUD's consent or approval;
- v. A change in the General Partner or preapproved successor General Partner of the Partnership;
- vi. Any change in a guarantor of any obligation to the Secretary; or
- vii. Removal or amendment of any HUD required provision.

B. The Partnership is authorized to execute a note, deed of trust and security agreement 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 the HUD-insured loan.

C. Any incoming Partner must as a condition of receiving an interest in the Partnership agree to be bound by the note, deed of trust, security agreement, the Regulatory Agreement and any other document required in connection with the HUD-insured loan to the same extent and on the same terms as the other Partners.

D. Notwithstanding any other provisions of the Partnership Agreement, upon any dissolution, no title to 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.

E. Notwithstanding any other provisions of the Partnership Agreement, in the event that any provision of the Partnership Agreement conflicts with the Regulatory Agreement, the provision of the Regulatory Agreement shall control.

F. 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 voluntarily be dissolved without the prior written approval of the Secretary.

G. The Partners, and any assignee of the Partners, agree to be liable in their individual capacities to HUD with respect to the following matters:

- i. 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
- ii. 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.

6. The Partnership Agreement is in all other respects confirmed.

SECOND: This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

THIRD: Signature(s)

DATE: February 21, 1997

Signature of current general partner:



Dilip Barot, President, CCH Virginia I, Inc., GP

Signature(s) of new general partner(s), if applicable:

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