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April 14, 1998

Secretary of State
Corporations Division
The Capitol
Tallahassee, Florida 32304

CM

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*****87.50 *****87.50

Re: Buccaneer's Roost, Ltd.
Florida Limited Partnership

Dear Sirs:

Attached are the original and one copy of Amended and Restated Certificate of Limited Partnership of Buccaneer's Roost, Ltd., a Florida Limited Partnership, together with our check for \$87.50 covering the \$35.00 filing fee and \$52.50 for a certified copy.

If you require additional information or documentation, please do not hesitate to call me collect.

Respectfully,


Thomas R. Brown

jb
att.

FILED
98 APR 17 PM 12:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
BUCCANEER'S ROOST LTD.
A FLORIDA LIMITED PARTNERSHIP

FILED
98 APR 17 PM 12:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WE, the undersigned general partners, desiring to form a Limited Partnership pursuant to the Florida Revised Uniform Limited Partnership Law as set forth in Chapter 620, Florida Statutes, laws of the State of Florida, hereby state the following:

1. The name of the limited partnership is BUCCANEER'S ROOST LTD., which was originally formed on 17 May, 1968, and the effective date of this Amended and Restated Certificate shall be the day of filing.

2. The character of the business intended to be transacted by the partnership is real estate development.

3. The location of the principal place of business is to be 1020 Goodlette Road, Naples, Florida 34102.

4. The name and place of residence of each general partner interested in the partnership is:

63963

New General Partner:

Colonial Square Realty, Inc., a Florida corporation
1020 Goodlette Road, Naples, Florida 34102

5. The name and place of residence of each limited partner interested in the partnership is as follows:

Oscar F. Yanson Box 7, Young Harris, GA 30582

Oscar F. Yanson, Frank 409 W. Porter Ave., Chesterton, IN 46304
Fernholz and Rosemary
Yanson, Trustees of the
Family Trust U/W of
Donald T. Yanson, deceased

Oscar F. Yanson, Frank 409 W. Porter Ave., Chesterton, IN 46304
Fernholz and Rosemary
Yanson, Trustees of the
Residual Trust U/W of
Donald T. Yanson, Deceased

Colonial Square Realty, Inc. 1020 Goodlette Rd., Naples, FL 34102

John Anson Smith 15 11th Avenue S., Naples, FL 34102

Sue B. Smith 15 11th Avenue S., Naples, FL 34102

Walter Roy Smith II 4984 17th Ave. SW, Naples, FL 34116

Denyse S. Mesnik 3560 29th Ave. SW, Naples, FL 34117

Walter J. Smith 3355 Gordon Drive, Naples, FL 34102

Eileen P. Smith 3355 Gordon Drive, Naples, FL 34102

Samara S. Holland 590 Portside Drive, Naples, FL 34102

J. Brent Smith 3161 8th Street NW, Naples, FL 34120

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2008 APR 17 PM 12:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Renfroe Landscape Co. 1076 Goodlette Road, Naples, FL 34102
Profit Sharing Plan

A. Stockton Renfroe 1076 Goodlette Road, Naples, FL 34102

George Vega, Jr. 2660 Airport Road S., Naples, FL 34112

Clifford A. Olson 1020 Goodlette Road, Naples, FL 34102

6. The time which the partnership shall begin business January 2, 1968 and will continue as such for a period of 40 years unless terminated earlier by mutual agreement or the death of one of the general partners. It has been agreed by all the general and limited partners to the partnership to extend the life of the limited partnership.

7. The amount of cash and description and agreed value of other property contributed to the partnership is that the group has purchased a piece of property described as:

-----The NW 1/4 of the SE 1/4 and the NE 1/4 of the SE 1/4 lying West of Gordon's River and South 1/2 of the SW 1/4 of the NE 1/4 and the NW 1/4 of the SW 1/4 of the NE 1/4 excepting the East 66 feet and the North 10 feet thereof, in Section 34, Township 49 South, Range 25 East, Collier County, Florida being approximately 88-1/2 acres, more or less, LESS the West 100 feet of the NW 1/4 of the SE 1/4, the West 100 feet of the SW 1/4 of the SW 1/4 of the NE 1/4, and the West 100 feet of the NW 1/4 of the SW 1/4 of the NE 1/4, LESS THE FOLLOWING DESCRIBED PARCEL: Commencing at the Center of Section 34, Township 49 South, Range 25 East, Collier County, Florida; thence along the North and South 1/4 line of said Section 34, S 0°33'55"E 927.2 feet; thence N 89°26'05"E 100 feet to the East right-of-way line of State Road #951-A for the Place of Beginning of the parcel herein described; thence N 89°26'05"E 300.00 feet; thence S 00°33'55"E 200.00 feet; thence S 89°26'05"W 300.0 feet to the East right-of-way line of State Road #951-A; thence along said East right-of-way line N 00°33'55"W 200.00 feet to the place of beginning; being a part of the West 1/2 of the SE 1/4 of said section 34, Township 49 South, Range 25 East, Collier County, Florida; subject to easements and restrictions of record, containing 1.38 acres of land more or less.-----

and has placed same in the name of the partnership. Interests of the partners in the

ownership, and their interest in the partnership is:

Oscar F. Yanson	21.535715%
A. Stockton Renfroe	15.821415%
George Vega, Jr.	14.392855%
Colonial Square Realty, Inc.	1.0%
John Anson Smith	11.25%
Renfroe Landscape Profit Sharing Plan	5.7143%
Oscar F. Yanson, Frank Fernholz and Rosemary Yanson, as Trustees of Family Trust U/W of Donald T. Yanson, Deceased	6.07488%
Oscar F. Yanson, Frank Fernholz and Rosemary Yanson, as Trustees of Residual Trust U/W of Donald T. Yanson Deceased	13.92512%
Sue B. Smith	1.25%
Walter Roy Smith II	1.25%
Denyse S. Mesnik	1.25%
Walter J. Smith	1.25%
Eileen P. Smith	1.25%
Samara S. Holland	1.25%
J. Brent Smith	1.25%
Clifford A. Olson	1.535715%

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The partnership has secured a mortgage from The Bank of Naples in which each party is obligated to the extent of his percentage of ownership, although said mortgage is written in the name of Richard W. Wolfe, as Trustee, for purposes of the Bank. Each of the partners agrees to make contribution toward the payment of the mortgage as set forth in their percentage. The mortgage is to be paid annually and as each payment becomes due each partner will pay his prorata share to the mortgagee. Additional contributions have been agreed to be made as set forth under the obligations of the mortgage. The times of the contributions are to coincide with the payments of the mortgage and are to be thirty (30) days before each payment is due. The initial total

capital contribution shall be \$62,000.00. The foregoing referenced mortgage has been satisfied, and the Limited Partnership presently has a mortgage with Northern Trust Bank of Florida in the approximate present balance of approximately \$1,300,000.00. This mortgage is being used to finance the present operation of the Limited Partnership.

8. Any additional contributions other than those set forth above will be for furthering the limited partnership's business, and these contributions shall be made in prorata shares as the shares of ownership of the partnership.

9. Profits or losses are to be divided in relationship to the percentage of the share of ownership after expenses of the agricultural operation have been concluded.

10. If all parties consent, then the partnership may admit additional limited or general partners and may amend the Articles of Partnership.

11. No partner, limited or general, shall have any priority over any other partner.

12. In the event that any partner, general or otherwise, does not meet his obligations under that certain note and mortgage, or other approved expenses, then his interest in this partnership shall be frozen at that particular point. He will give a quit-claim deed to the partnership, which will cancel his interest; and, in return for same, he shall receive whatever monies he has advanced for the purchase of the property without interest or appreciation, if any. Parties agree this is reasonable and does not constitute a forfeiture. He will thereafter have no more right, title and interest in the property or in the limited partnership. This agreement may be enforced by specific performance.

13. It is understood by the group that all general partners have unlimited liability; that the partnership will purchase adequate insurance to cover this risk.

14. In the event of death of any of the general partners, the partnership will automatically be dissolved and the following provisions shall be considered applicable:

A. Upon the death of any partner, the partnership may be continued at the option of the surviving general partners, with a right granted to all partners to withdraw their contributions at that time in the event that they do not wish to continue in the partnership. All partners who do not demand the return of their contributions are deemed to consent to the continuation of the partnership.

B. Upon the termination of the partnership business after the death of any partner, the surviving partners shall have the right, without the payment of any consideration therefor, to use the partnership trade name, either by themselves or with such others as they may select. The surviving partners, in addition, shall have the right to purchase all real estate owned by the partnership at an appraisal price by an MAI appraiser, all adjustments of rents, taxes, insurance premiums, etc. to be made as of the date of death. The surviving partners, in addition, shall have the right to retain as part of their capital contribution, all furniture and fixtures, and all leases of space that may be occupied by the partnership, which shall be taken by them at the values at which they are then carried on the books of the partnership, and which shall be a repayment of capital to them in that amount. The surviving partners shall also have the right to retain all books of account belong to or kept by the partnership, but the legal representatives of the deceased partner shall have reasonable access thereto at all times.

C. After appraisal, the survivors who purchase shall pay in cash one-fourth of the value of the appraised value and give a negotiable note to the estate or heirs of the deceased for the balance payable in three years with interest at 6%. Cash payment shall be made in four months after completion of appraisal and election to purchase within twenty days after appraisal.

15. This amendment is being filed within 30 days after the above event which occurred upon the execution of this Amended and restated Certificate of Limited Partnership.

16. This Certificate was duly executed and filed in accordance with Section 620.109, Florida Statutes.

17. The execution of this Certificate by the undersigned constitutes an affirmation under penalty of perjury that the foregoing statements herein are true.

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98 APR 17 PM 12:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Certificate of Limited Partnership of Buccaneer's Roost, Ltd., a Florida Limited Partnership, this 14 day of April, 1998

In the presence of:

Jan M. Benton
Witness
Thomas Bow
Witness

Jan M. Benton
Witness
Thomas Bow
Witness

Nancy J. Burkhalter
Witness

H. H. B. B. B.
Witness

COLONIAL SQUARE REALTY, INC.

By: Clifford A. Olson
Clifford A. Olson, President
New General Partner

George Vega, Jr.
George Vega, Jr.,
Current General Partner

A. Stockton Renfroe
A. Stockton Renfroe,
Current General Partner

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