

AD40000000711

TIM MCEVOY
(Requestor's Name)

1290 CALDWELL AVE
(Address)

(Address)

ORANGE CITY, FL 32763
(City/State/Zip/Phone #)

☐ PICK-UP

☒ WAIT

☐ MAIL

THE TIMOTHY J MCEVOY FAMILY LIMITED
(Business Entity Name) PARTNERSHIP

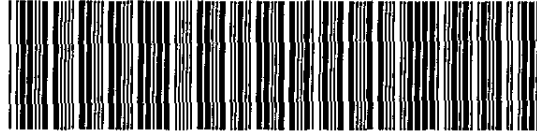
(Document Number)

Certified Copies

Certificates of Status

Special Instructions to Filing Officer:

Office Use Only



600030206866

04/30/04--01055--002 **297.50

DIVISION OF REGISTRATION

04 APR 30 PM 1:33

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
04 APR 30 PM 1:35

4-30-04

Certificate of Limited Partnership of the Timothy J McEvoy Family Limited Partnership

This Limited Partnership Agreement, made and entered into as of the 30 day of APRIL, 2004, at Orange City, Florida, by the following, herein called "General Partners":

Timothy J McEvoy
Stephanie S McEvoy

and by the following, hereinafter referred to as "Limited Partners":

Charlotte R McEvoy
Christopher M McEvoy
Gillian E McEvoy

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
04 APR 30 PM 1:35

WITNESSETH:

1. Name. The name of this Limited Partnership is THE Timothy J McEvoy Family LIMITED PARTNERSHIP.

2. Business. The general character of the Partnership business shall be to Real Estate Investment, and conduct a general business as thereto related.

3. Principal Place of Business. The location of the principal place of business of the Partnership is Orange City, Volusia, Florida. 32763

4. Registered Agent and Office. The registered agent for this Limited Partnership is Timothy J McEvoy. The street address of the registered agent and the registered office is 1290 Caldwell Ave, Orange City, Florida.

5. The Partners. The General Partners and Limited Partners of this Limited Partnership are as follows:

GENERAL PARTNERS:

Place of Business:

Timothy J McEvoy
1290 Caldwell Ave, Orange City, FL 32763

Stephanie S McEvoy
1290 Caldwell Ave, Orange City, FL 32763

LIMITED PARTNERS:

Place of Residence:

Charlotte R McEvoy
1290 Caldwell Ave, Orange City, FL 32763

Christopher M McEvoy
1290 Caldwell Ave, Orange City, FL 32763

Gillian E McEvoy
1290 Caldwell Ave, Orange City, FL 32763

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
04 APR 30 PM 1:35

6. Term. The Partnership shall begin on the 30 day of APRIL, 2004, and shall continue for 25 years thereafter unless sooner dissolved by law or by agreement of the parties hereto or unless extended by a majority agreement of the Partners.

7. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.

8. Return of Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part of such Partner's capital contribution except upon dissolution of the Partnership.

9. Profits. All annual net profits of the Partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts, unless retained for the Partnership investment and business activities.

10. Assignments. A Limited Partner shall have the right to sell such Partner's interest in the Partnership but only after such Limited Partner gives to the Partnership a 120-day opportunity to purchase such interest, as explained in detail by the Partnership Agreement.

11. Additional Limited Partners. The General Partner may admit additional limited partners.

12. Priority Among Limited Partners. There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.

13. Continuance of Business. Upon the death, retirement, or insanity of the surviving General Partner, the Partnership shall dissolve unless continued by the remaining Partners and selecting, when necessary, a new General Partner. If the last surviving or serving General Partner dies, retires, and/or becomes insane, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Partnership by selecting a new General Partner.

14. Property Other Than Cash. A Limited Partner may not demand property other than cash in return for such Partner's contributions.

15. Amount of Cash and Agreed Value and Description of Other Property Contributed. The Partners in the Limited Partnership have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of <34>.

PARTNER: Timothy J McEvoy
PERCENTAGE INTEREST: .5%
CONTRIBUTION: \$1000

PARTNER: Stephanie S McEvoy
PERCENTAGE INTEREST: .5%
CONTRIBUTION: \$0

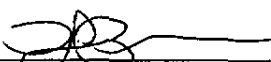
PARTNER: Charlotte R McEvoy
PERCENTAGE INTEREST: 33%
CONTRIBUTION: \$0

PARTNER: Christopher M McEvoy
PERCENTAGE INTEREST: 33%
CONTRIBUTION: \$0

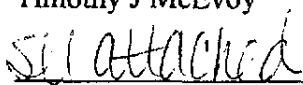
PARTNER: Gillian E McEvoy
PERCENTAGE INTEREST: 33%
CONTRIBUTION: \$0

PARTNER:
PERCENTAGE INTEREST: %
CONTRIBUTION: \$

GENERAL PARTNERS:



Timothy J McEvoy



Stephanie S McEvoy

LIMITED PARTNERS:



Charlotte R McEvoy



Christopher M McEvoy



Gillian E McEvoy



FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
04 APR 30 PM 1:35

DATED the 29 day of APRIL, 2004.

[Signature]
General Partner: Timothy James McEvoy

[Signature]
General Partner: Stephanie Susan McEvoy

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
04 APR 30 PM 1:35

STATE OF Florida

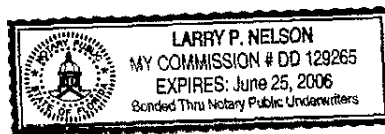
COUNTY OF Volusia

On the 29th day of April, 2004, personally appeared before me
Timothy J. McEvoy & Stephanie S. McEvoy, the signer(s) of the within instrument, who duly
acknowledged to me that they executed the same.

[Signature]
Notary Public

2578 Enterprise Rd Orange City FL 32763
Residing at:

6/25/06
My Commission expires:



I Timothy J. McEvoy accept my position as registered agent.

[Signature]

**AFFIDAVIT OF CAPITAL CONTRIBUTIONS
FOR FLORIDA LIMITED PARTNERSHIP**

The undersigned constituting all of the general partners of THE TIMOTHY J McEVY FAMILY

a Florida Limited Partnership, certify:

The amount of capital contributions to date of the limited partners is \$ 1000.00.

The total amount contributed and anticipated to be contributed by the limited partners at this time
totals \$ 30000.00.

Signed this 30 day of APRIL, ~~19~~ 2004.

FURTHER AFFIANT SAYETH NOT.

Under the penalties of perjury I (we) declare that I (we) have read the foregoing and know the
contents thereof and that the facts stated herein are true and correct.

[Signature]
General Partner
See Attached
General Partner

General Partner

General Partner

General Partner

General Partner

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
APR 30 PM 1:35

11.12 Notice. Any and all notices provided for herein shall be given in writing by first class mail. The notice shall be addressed to the last address known to the sender or delivered to the recipient in person. Notice of a meeting shall be mailed not less than ten (10) nor more than sixty (60) days before the date of the meeting and shall state the date, time, and location of the meeting and the purpose or purposes of the proposed meeting.

11.13 Waiver in General. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

11.14 Waiver of Action for Partition. Each of the Parties hereto irrevocably waives any statutory, equitable, or other rights that he or she may have to maintain any action for partition with respect to the Partnership property.

11.15 Successor In Interest. Each individual Partner shall have the unrestricted right to designate his or her successor in interest (following death) as to his or her interest in the Partnership, including his or her interest in any loan pursuant to Paragraph 4.4 above, by delivering an acknowledged instrument in writing to a General Partner. All Partners shall honor any such designation as a contractual obligation hereunder. In the absence of any such designation or evidence of a contrary intent, the General Partner shall recognize the deceased Partner's heirs at law as his or her successors in interest hereunder (as determined by the General Partner according to the laws of intestate succession of the deceased Partner's State of domicile). No such actual or deemed designation shall be treated as a testamentary transfer within the meaning of any statute's requirements for one's last will and testament.

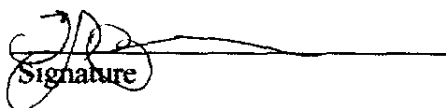
11.16 Confidentiality. No partner, without the General Partners' express written consent, may divulge to others any information not already known to the public pertinent to the services, customers, assets, income or operations of the Partnership, whether before or after the Partnership's dissolution.

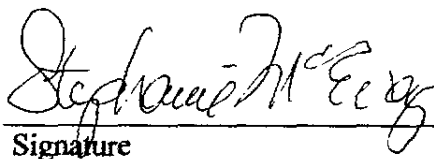
11.17 Arbitration. Any controversy or claim arising out of or relating to this Agreement shall only be settled by arbitration in accordance with the rules of the American Arbitration Association, by one Arbitrator, and shall be enforceable in any court having competent jurisdiction.

11.18 Validity. If any portions of this Agreement shall be held invalid or inoperative, then, insofar as it is reasonable and possible,

- a. the remainder of this Agreement shall be considered valid and operative, and
- b. effect shall be given to the intent manifested by the portion held invalid or inoperative.

GENERAL PARTNERS:


Signature


Signature

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
04 APR 30 PM 1:35