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From: Account Name : EDWARDS COHEN
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2007 OCT 22 A 10:51

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LP/LLLP AMENDMENT/RESTATEMENT/CORRECTION

STARKE HOMES LTD.

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$52.50

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THIRD AMENDMENT TO
AMENDED AND RESTATED AGREEMENT/*certificate*
OF LIMITED PARTNERSHIP
OF STARKE HOMES, LTD.

THIS THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT/*certificate* OF LIMITED PARTNERSHIP is entered into as of the 15th day of September, 2006, by DAVIS PROPERTY MANAGEMENT, INC., a Florida corporation (the "Withdrawing General Partner"), HALLMARK GROUP SERVICES OF FLORIDA, LLC, a Georgia limited liability company (the "Successor General Partner"), and BOSTON CAPITAL PARTNERS, INC., (fka Greater Boston Development, Inc.) (the "Special Limited Partner").

WITNESSETH:

WHEREAS, Starke Homes, Ltd. (the "Partnership"), is a Florida limited partnership formed with the filing of that certain Certificate of Limited Partnership with the Secretary of State of the State of Florida on May 12, 1976 (the "Original Partnership Certificate") and pursuant to an Agreement of Limited Partnership dated as of February 2, 1976 (the "Original Partnership Agreement"); and

WHEREAS, the Original Partnership Agreement was amended and restated with that certain Amended and Restated Agreement of Limited Partnership of Starke Homes, Ltd., dated as of December 15, 1976, as amended by that certain First Amendment to Amended and Restated Limited Partnership Agreement of Starke Homes, Ltd., dated December 30, 1976, as further amended by that certain Second Amendment to Amended and Restated Limited Partnership Agreement of Starke Homes, Ltd., dated December 1, 2005 (the "Partnership Agreement"); and

WHEREAS, the Original Partnership Certificate was amended by the filing of a First Amendment to Certificate of Limited Partnership on March 12, 1984, and by the filing of a Second Amendment to Certificate of Limited Partnership on December 31, 1984; and

WHEREAS, the Withdrawing General Partner has, by separate Assignment of General Partner Interest, and with the Consent of the Limited Partners, transferred and assigned all of his right, title and interest as a general partner in the Partnership (the "Interest") to the Successor General Partner; and

WHEREAS, with the Consent of the Limited Partners, the Partners desire to further amend the Partnership Agreement and Certificate as set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby amend the Partnership Agreement and Certificate as follows:

1. The Withdrawing General Partner hereby withdraws as general partner from the Partnership, and the Successor General Partner is hereby admitted as the General Partner, succeeding to all rights and interests, economic and non-economic, held by the Withdrawing General Partner. The Successor General Partner hereby agrees to be bound by the Mortgage, the Project Documents and any other documents entered into in connection therewith, to the same extent and under the same terms as the Withdrawing General Partner prior to the transfer of his interest to the Successor General Partner. The provisions of Section 7.3 and Section 7.4 of the Partnership Agreement shall not apply to the withdrawal of the Withdrawing General Partner effected by this Amendment.

2. The following definition in the Partnership Agreement is hereby deleted in its entirety:

"Managing General Partner" or "General Partner" means D S & N Development, Inc. and its successors.

and the following inserted in lieu thereof:

"Managing General Partner" or "General Partner" means Hallmark Group Services of Florida, LLC, a Georgia limited liability company, and its successors.

3. The definition of "Uniform Act" in the Partnership Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

Uniform Act means the Florida Revised Uniform Limited Partnership Act (1986)(ss.620.101 – 620.205, Florida Statutes) and any successor Limited Partnership Act, as the same may be supplemented and amended from time to time.

4. Section 2.2 of the Partnership Agreement is hereby amended to change the principal office of the Partnership to 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.

5. Section 4.1 of the Partnership Agreement is hereby deleted in its entirety, and the following is hereby inserted in lieu thereof:

Section 4.1 General Partner

The Managing General Partner of the Partnership is Hallmark Group Services of Florida, LLC, and the Special Limited Partner of the Partnership is Greater Boston Development, Inc. and their total capital contribution is \$67,400 as set forth on Schedule A.

6. Section 7.1 of the Partnership Agreement is hereby amended by deleting the second paragraph thereof in its entirety.

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7. Schedule A attached to the Partnership Agreement is hereby deleted in its entirety and Schedule A attached hereto is hereby substituted in lieu thereof.

8. The parties shall cooperate reasonably with each other in connection with any steps required to be taken as part of their respective obligations under this Amendment, and shall execute and deliver to each other such other documents and do such other acts and things, all as any other party may reasonably request for the purpose of carrying out the intent of this Amendment.

9. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Partnership Agreement.

10. Except as herein and heretofore specifically amended, the Partnership Agreement shall remain and continue in full force and effect.

11. In the event of a conflict between any provision of this Amendment and any provision in the Partnership Agreement, the provisions of this Amendment shall control.

12. This Amendment is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Amendment or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. In the event that any provision of this Amendment or the application thereof shall be invalid or unenforceable, the Partners agree to negotiate (on a reasonable basis) a substitute valid or enforceable provision providing for substantially the same effect as the invalid or unenforceable provision.

13. It is the intention of the parties that all questions with respect to the construction, enforcement and interpretations of this Amendment and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State in which the Partnership is formed, without regard to principles of conflicts of laws.

14. When entered into by the parties hereto, this Amendment is binding upon, and inures to the benefit of, the parties hereto and their respective executors and administrators, personal and legal representatives, successors and assigns.

15. This Amendment and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. This Amendment may be executed as facsimile originals and each copy of this Amendment bearing the facsimile transmitted signature of any party's authorized representative shall be deemed an original.

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10/22/2007 12:02 EDWARDS COHEN → 18506176383P403601

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10/12/2006 13:39 770-658-1653

DARLA JABEN MESNICK

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IN WITNESS WHEREOF, the parties hereto have executed and sealed this Amendment
as of the day and year first above written.

WITHDRAWING GENERAL
PARTNER:

DAVIS PROPERTY
MANAGEMENT, INC., a
Florida corporation.

By: *Marta Davis*

Title: *President*

[CORPORATE SEAL]

SUCCESSOR GENERAL
PARTNER:

HALLMARK GROUP
SERVICES OF FLORIDA, LLC,
a Georgia limited liability
company

By:

Martin H. Petersen, as Manager

SPECIAL LIMITED PARTNER:

BOSTON CAPITAL
PARTNERS, INC.

By:

Jeffrey Goldstein, Executive
Vice President

[CORPORATE SEAL]

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NO.066 D06

18/12/2006 13:39 778-668-1653

DARLA JABEN MESNICK

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H07000260878 3

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Amendment as of the day and year first above written.

WITHDRAWING GENERAL
PARTNER:

DAVIS PROPERTY
MANAGEMENT, INC., a
Florida corporation

By: _____

Title: _____

[CORPORATE SEAL]

SUCCESSOR GENERAL
PARTNER:

HALLMARK GROUP
SERVICES OF FLORIDA, LLC,
a Georgia limited liability
company

By: Martin H. Petersen

Martin H. Petersen, as Manager

SPECIAL LIMITED PARTNER:

BOSTON CAPITAL
PARTNERS, INC.

By: _____

Jeffrey Goldstein, Executive
Vice President

[CORPORATE SEAL]

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NO.066 D07

10/12/2005 13:39 770-660-1653

DARLA JABEN MESNICK

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IN WITNESS WHEREOF, the parties hereto have executed and sealed this Amendment
as of the day and year first above written.

WITHDRAWING GENERAL
PARTNER:

DAVIS PROPERTY
MANAGEMENT, INC., a
Florida corporation

By: _____

Title: _____

[CORPORATE SEAL]

SUCCESSOR GENERAL
PARTNER:

HALLMARK GROUP
SERVICES OF FLORIDA, LLC,
a Georgia limited liability
company

By: _____

Martin H. Petersen, as Manager

SPECIAL LIMITED PARTNER:

BOSTON CAPITAL
PARTNERS, INC. (F/K/A
GREATER BOSTON
DEVELOPMENT, INC.)

By: 
Jeffrey H. Goldstein, Executive
Vice President

10/22/2007 12:02 EDWARDS COHEN → 18506176383P403601

NO.066 008

10/12/2005 13:39 770-660-1653

DARLA JABEN MESNICK

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STARKE HOMES LTD.

SCHEDULE A

<u>PARTNER AND ADDRESS</u>	<u>NUMBER OF UNITS/CAPITAL CONTRIBUTION</u>
GENERAL PARTNER:	
Hallmark Group Services of Florida, LLC 3111 Paces Mill Road Suite A-250 Atlanta, GA 30339	\$67,300
SPECIAL LIMITED PARTNER:	
Boston Capital Partners, Inc. One Boston Place Boston, Massachusetts 02108	\$100
LIMITED PARTNERS:	
Douglas A. Donahue 970 Main Street Norwell, MA 02061-2312	1 / \$19,500
Thomas F. Draper 37 Ridge Hill Road Scituate, MA 02066-4207	1 / \$19,500
Charles R. Fuller 33 High Ridge Road Boxford, MA 01921-2103	1 / \$19,500
Dr. R. Guthrie 2295 Kenya Lane Punta Gorda, FL 33983	1/2 / \$9,750

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DARLA JABEN MESNICK

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Christine M. Stuard
P.O. Box 85
Derry, NH 03038-0085

1/2 / \$9,750

John F. Smith
11 Samuel Parlin Drive
Acton, MA 01720-3206

2 / \$39,000

Robert C. Summe
C/o NuCast, Inc.
P.O. Box 808
Londonderry, NH 03053-0808

1 / \$19,500

Martin H. Petersen
3111 Paces Mill Road
Suite A-250
Atlanta, GA 30339

3 / \$58,500

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