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Division of Corporations

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**A05275**

Florida Department of State  
Division of Corporations  
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**LIVE OAK AMENDMENT/RESTATEMENT/CORRECTION**

**LIVE OAK HOMES LTD.**

Certificate of Status	1
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Estimated Charge	\$113.75

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**AMENDED AND RESTATED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
LIVE OAK HOMES LTD.**

This Amended and Restated Certificate of Limited Partnership (this "Amended Certificate") is duly executed and is being filed with the Florida Department of State in accordance with the provisions of Section 620.109 of the Florida Statutes. This Amended Certificate amends and restates and supersedes, in its entirety, that certain Certificate of Limited Partnership filed with the Florida Department of State on October 22, 1976, as amended and restated by that certain First Amendment to and Restatement of Certificate of Limited Partnership filed with the Florida Department of State on December 21, 1977, as further amended by that certain Second Amendment to Certificate of Limited Partnership filed with the Florida Department of State on December 30, 1977, and as further amended by that certain Certificate of Amendment to Certificate of Limited Partnership filed with the Florida Department of State on April 28, 2004. This Amended Certificate shall be effective upon the date of the filing thereof with the Florida Department of State (the "Effective Date").

1. The name of the Limited Partnership is Live Oak Homes Ltd.
2. The address of the office of the Limited Partnership required to be maintained by Section 620.105(1) of the Florida Statutes is: 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.
3. The name and address of the Limited Partnership's agent for service of process required to be maintained by Section 620.105(2) of the Florida Statutes is: Susan Adams, 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.
4. The name and business address of the sole General Partner of the Limited Partnership is: Hallmark Group Services of Florida, LLC at 3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339. Hallmark Group Services of Florida, LLC, a Georgia limited liability company, is registered with the Florida Department of State as required by law, and its status is active.
5. The mailing address for the Limited Partnership is: 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.
6. The latest date upon which the Limited Partnership is to dissolve is December 31, 2031.
7. Attached as Exhibit A to this Amended Certificate is that certain Second Amendment to Amended and Restated Limited Partnership Agreement of Live Oak Homes Ltd. dated as of November 15, 2005 (the "Amendment"). The Amendment is attached to this Amended Certificate for the sole purpose of satisfying certain requirements of the United States Department of Agriculture Rural Development, and the Amendment is not intended and shall not be construed

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as superseding, amending or otherwise affecting in any way this Amended Certificate.

EXECUTED as of the Effective Date.

HALLMARK GROUP SERVICES OF  
FLORIDA, LLC, a Georgia limited liability  
company, as sole General Partner of Live Oak  
Homes Ltd.

By:

  
Martin H. Petersen, Manager

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**EXHIBIT A**

Amendment

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ACKNOWLEDGMENT OF REGISTERED AGENT

Having been named to accept service of process and serve as registered agent for Live Oak Homes Ltd., at the place designated in the Amended and Restated Certificate of Limited Partnership of Live Oak Homes Ltd., the undersigned hereby accepts to act in this capacity, and agrees to comply, in such capacity, with the applicable provisions of Sections 620.105, 620.1051 and 620.192 of the Florida Statutes.

  
SUSAN ADAMS

DATED: May 5th, 2006.

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SECOND AMENDMENT TO  
AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT  
OF LIVE OAK HOMES LTD.

THIS SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP is entered into as of the 15<sup>th</sup> day of May, 2005, by BCP FL-GA GP, LLC, a Delaware limited liability company (the "Withdrawing General Partner"), HALLMARK GROUP SERVICES OF FLORIDA, LLC, a Georgia limited liability company (the "Successor General Partner"), BOSTON CAPITAL PARTNERS, INC., a Massachusetts corporation, f/k/a Greater Boston Development, Inc. (the "Withdrawing Associate General Partner"), STEFAN M. DAVIS AND NORITA V. DAVIS, AS TRUSTEES OF THE RONNIE C. DAVIS REVOCABLE LIVING TRUST, U/A/D 2/3/2003 (the "Withdrawing Special Limited Partner"), the limited partners listed on Schedule B attached hereto and by this reference made a part hereof (the "Limited Partners").

WITNESSETH:

WHEREAS, Live Oak 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 October 22, 1976 (the "Original Partnership Certificate") and pursuant to a Limited Partnership Agreement dated August 24, 1976 (the "Original Partnership Agreement"); and

WHEREAS, the Original Partnership Agreement was amended and restated with that certain Live Oak Homes Ltd. Amended and Restated Limited Partnership Agreement, dated as of October 1, 1977, as amended by that certain First Amendment to Amended and Restated Limited Partnership Agreement of Live Oak Homes Ltd., dated as of 2/24/2005 (the "Partnership Agreement"); and

WHEREAS, the Original Partnership Certificate was amended and restated with that certain First Amendment to and Restatement of Certificate of Limited Partnership, dated December 20, 1977, and filed with the Secretary of State of the State of Florida on December 21, 1977, as amended by Second Amendment to Certificate of Limited Partnership dated as of December 30, 1977, and filed with the Secretary of State of the State of Florida on December 30, 1977, and as amended by that certain Certificate of Amendment to Certificate of Limited Partnership filed with the Secretary of State of the State of Florida on April 28, 2004; and

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

WHEREAS, the Withdrawing Associate General Partner has, by separate Transfer and Assignment of General Partner Interest, transferred and assigned all of its right, title and interest

Live Oak Homes 9/1/05

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as a general partner in the Partnership (the "Associate General Partner Interest") to the Successor General Partner; and

WHEREAS, the Withdrawing Special Limited Partner has, by separate Transfer and Assignment of Limited Partner Interest, transferred and assigned all of its right, title and interest as Limited Partner in the Partnership to the Successor General Partner; and

WHEREAS, the Partners desire to further amend the Partnership Agreement 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 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 Managing 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 Partnership Agreement, as modified hereby, and assumes the obligations of the Managing General Partner there under, and agrees to be bound by the Project Documents to the same extent and under the same terms as the Withdrawing General Partner prior to the transfer of its General Partner 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 Withdrawing Associate General Partner hereby withdraws as general partner from the Partnership, and the Successor General Partner hereby succeeds to all rights and interests, economic and non-economic, held by the Withdrawing Associate General Partner.
3. The Withdrawing Special Limited Partner hereby withdraws as a Limited Partner from the Partnership.
4. Henceforth, all of the Interest in the Partnership held by the Successor General Partner shall be held as General Partner Interest.
5. The definition of "Managing General Partner" in the Partnership Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

Managing General Partner means Hallmark Group Services of Florida, LLC, a Georgia limited liability company, its successor(s) as Managing General Partner, and any other Person(s) who may be admitted as Managing General Partner(s).

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6. The definition of "Associate General Partner" is hereby deleted in its entirety and all references to Associate General Partner in the Partnership Agreement are hereby deleted in their entirety. All economic and non-economic rights and interests formerly held by the Associate General Partner under the Partnership Agreement shall be vested in the Managing General Partner.

7. 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

8. Section 4.1 of the Partnership Agreement is hereby amended to change the name of the Managing General Partner to Hallmark Group Services of Florida, LLC.

9. Section 4.7 of the Partnership Agreement is hereby amended to provide that all meetings shall be held in Gainesville, Florida or in Atlanta, Georgia.

10. Section 6.13 F is hereby amended to provide that all future payments payable to the Associate General Partner or its designated Affiliated Person, as an Investor Service Fee shall be paid to the Managing General Partner.

11. Section 7.1 A. of the Partnership Agreement is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

(a) No General Partner shall have the right to withdraw voluntarily from the Partnership or sell, assign or encumber his Interest without the prior written Consent of the Limited Partners which shall not be unreasonably withheld; otherwise, any such sale, assignment or encumbrance shall be void. In the event a General Partner sells or assigns his Interest to a Successor General Partner with the Consent of the Limited Partners, the terms of Section 7.3 and Section 7.4 hereof shall not apply.

12. Section 13.1 of the Partnership Agreement is hereby deleted in its entirety.

13. Schedule A attached to the Partnership Agreement is hereby deleted in its entirety, and the Schedule A attached hereto is hereby inserted in lieu thereof.

14. The Successor General Partner and the Limited Partners hereby agree to continue the Partnership pursuant to the Partnership Agreement as amended hereby.

15. 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.

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

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

18. 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.

19. 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.

20. This Amendment contains the entire understanding between and among the parties and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Amendment.

21. 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.

22. 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.

23. 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.

[SIGNATURES COMMENCE ON NEXT PAGE]

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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:

BCP FL-GA GP, LLC, a Delaware  
limited liability company

By: BCP Management, Inc., its  
Managing Member

By:   
Jeffrey Goldstein,  
Executive Vice President

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SUCCESSOR GENERAL PARTNER:

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

By:   
Martin H. Petersen, as Manager

WITHDRAWING ASSOCIATE  
GENERAL PARTNER:

BOSTON CAPITAL PARTNERS, INC.,  
a Massachusetts corporation, f/k/a  
Greater Boston Development, Inc.

By:   
Jeffrey Goldstein, Executive  
Vice President

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WITHDRAWING SPECIAL LIMITED  
PARTNER:

STEFAN M. DAVIS AND NORITA V.  
DAVIS, AS TRUSTEES OF THE RONNIE C.  
DAVIS REVOCABLE LIVING TRUST,  
U/A/D 2/3/2003

By: [Signature] (SEAL)  
Stefan M. Davis, as Trustee

By: [Signature] (SEAL)  
Norita V. Davis, as Trustee

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LIMITED PARTNERS:

[Signature] (SEAL)  
Martin H. Petersen

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LIVE OAK HOMES LTD.

SCHEDULE A

PARTNER AND ADDRESS

CAPITAL CONTRIBUTIONS

GENERAL PARTNER:

MANAGING GENERAL PARTNER

Hallmark Group Services  
of Florida, LLC  
3111 Paces Mill Road  
Suite A-250  
Atlanta, GA 30339

\$51,360.00

LIMITED PARTNERS:

Name and Address

No. of Units

Capital Contribution

Martin H. Petersen

4.5

\$462,000.00

Irwin M. Chase

0.5

\$22,000.00

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