

A06073

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

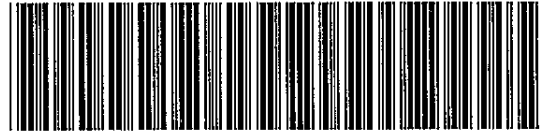
(Document Number)

Certified Copies _____

Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200023477872

10/17/03--01035--010 **52.50

RECEIVED

03 OCT 17 AM 11:22

DIVISION OF CORPORATION

BHK

03

OCT 17

PM 11:00

STATE
TALLAHASSEE, FLORIDA

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Foxward Apartments, LTD

FILED
03 OCT 17 PM 11:00
TALLAHASSEE, FLORIDA

- ☒ Art of Inc. File _____
- ☒ LTD Partnership File Amend
- _____ Foreign Corp. File _____
- _____ L.C. File _____
- _____ Fictitious Name File _____
- _____ Trade/Service Mark _____
- _____ Merger File _____
- _____ Art. of Amend. File _____
- _____ RA Resignation _____
- _____ Dissolution / Withdrawal _____
- _____ Annual Report / Reinstatement _____
- _____ Cert. Copy _____
- _____ Photo Copy _____
- _____ Certificate of Good Standing _____
- _____ Certificate of Status _____
- _____ Certificate of Fictitious Name _____
- _____ Corp Record Search _____
- _____ Officer Search _____
- _____ Fictitious Search _____
- _____ Fictitious Owner Search _____
- _____ Vehicle Search _____
- _____ Driving Record _____
- _____ UCC 1 or 3 File _____
- _____ UCC 11 Search _____
- _____ UCC 11 Retrieval _____
- _____ Courier _____

Signature _____

Requested by: SW 10/17

Name _____

Date _____

Time _____

Walk-In _____

Will Pick Up _____

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

Foxwood Apartments, Ltd.

03 OCT 17 PM 11:00
FILED
TALLAHASSEE, FLORIDA

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

Pursuant to the provisions of section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Dept. of State on October 31, 1977, 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 in Article IV is extended from December 31, 2032 to December 31, 2033.


2. Add new Article XVI styled HUD REQUIREMENTS:

See Attached.

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

THIRD: Signature(s)

Signature of current general partner: Foxwood Manor Apartments Corp.



Charles E. Faircloth, President

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

ARTICLE XVI

HUD REQUIREMENTS

16. 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 mortgage on the Foxwood Apartments, Project No. 063-35285 in Panama City, Bay County, Florida (the "Project"), the following provisions required by the Department of Housing and Urban Development ("HUD required provisions") will control in the event of any conflict with any provision of the Certificate and Agreement of Limited Partnership.
- 16a. If any of the provisions of the organizational documents conflict with the terms of the note, mortgage, security agreement or HUD Regulatory Agreement ("HUD Loan Documents"), the provisions of the HUD Loan Documents will control.
- 16b. No provision required by HUD to be inserted into the organizational documents may be amended without prior HUD approval, so long as HUD is the insurer or holder of the note.
- 16c. No provision in the organizational documents that results in any of the following will have any force or effect without the prior written consent of HUD:
- (1) Any amendment that modifies the term of the mortgagor entity;
 - (2) Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional member;
 - (3) Any amendment that in any way affect the note, mortgage and security agreement on the Project or the Regulatory Agreement between HUD and the mortgagor entity;
 - (4) Any amendment that would authorize any member other than the Manager or pre-approved Successor Manager to bind the mortgagor entity for all matters concerning the project which require HUD's consent or approval;
 - (5) Any change in a guarantor of any obligation to the Secretary.
- 16d. The mortgagor entity is authorized to execute all documents required by HUD in order to receive HUD's approval of the purchase of the property under HUD's Procedures for Reviewing and Approving Transfer of Physical Assets including the Release and Assumption of the Mortgage.
- 16e. Any incoming member must as a condition of receiving an interest in the Company agree to be bound by the note, mortgage and security agreement, the Regulatory Agreement and any other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other members.

03 OCT 17 PM 1:00
FILED
TALLAHASSEE, FLA

- 16f. Notwithstanding any other provisions, upon any dissolution, no title 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.
- 16g. The members, officers and directors and any assignee of a member are liable in their individual capacity to HUD for:
- (1) Funds or property of the Project coming into its possession, which by the provisions of the Regulatory Agreement, the person or entity is not entitled to retain;
 - (2) Its own acts and deed, or acts and deeds of other which it has authorized, in violation of the provisions of the Regulatory Agreement;
 - (3) The acts and deeds of affiliates, as defined in the Regulatory Agreement, which the person or entity has authorized in violation of the provisions of the Regulatory Agreement; and
 - (4) As otherwise provided by law.
- 16h. The Company shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.
- 16i. The Company has designated Charles E. Faircloth as its official representative for all matters concerning the project which require HUD consent or approval. The signature of this person will bind the company in all such matters. The Partnership may from time to time appoint a new representative to perform this function, but within 3 business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority of management of the project, the Partnership will promptly provide HUD with the name of that person and the nature of that person's management authority.
- 16j. The date of adoption of the foregoing amendments by a unanimous vote of the members was October 15, 2003.
- 16k. The Company shall not engage in any other business or activity, including the operation of any other rental project, or incur any liability or obligation not in connection with the project.

03 OCT 17 PM 1:00
FILED
TALLAHASSEE, FLORIDA