

A07922

SISSON AND SISSON

ATTORNEYS AT LAW

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GERMANTOWN, TENNESSEE 38138-3801

PETE SISSON  
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T. MARK LEE

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December 3, 1996

Florida Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

Re: Partnership Amendments of --  
Mission Hills Apartments, Ltd.  
Oak Creek Apartments, Ltd.

100002046341--9  
-12/13/96--01030--007  
\*\*\*\*105.00 \*\*\*\*52.50

Dear Sir or Madam:

Enclosed please find partnership amendments for the two limited partnerships named above, which substitute a limited partner. Also enclosed is a check in the amount of \$105.00 to cover filing fees in this matter.

Thank you for your attention to this matter.

Sincerely yours,

SISSON AND SISSON

*T. Mark Lee*

T. Mark Lee

TML/ab

Enclosures

Name	
Availability	A07922
Document Examiner	Doc
Updater	Doc
Updater Verifier	C
Acknowledgement	Doc
Notary Verifier	Doc

*Changing limited partner*

FILED  
96 DEC 13 AM 11:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

C. TAX 32.50  
C. FEE         
C. COPY         
TOTAL         
N. BANK         
BALANCE DUE         
REFUND

Prepared By and Return To:  
Sisson and Sisson Attorneys  
2171 Judicial Drive, Suite 215  
Germantown, Tennessee 38138

TWELFTH AMENDMENT TO  
AMENDED AND RESTATED CERTIFICATE  
AND AGREEMENT OF LIMITED PARTNERSHIP  
OF OAK CREEK APARTMENTS, LTD.

THIS TWELFTH AMENDMENT TO AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP, amending that certain Amended and Restated Certificate and Agreement of Limited Partnership, dated as of October 29, 1979, as amended as of February 15, 1980; May 27, 1980; September 14, 1986; November 14, 1987; January 1, 1988; January 1, 1990; January 1, 1991; July 1, 1994, October 1, 1994, December 31, 1995, and September 30, 1996, and filed of record in the Office of the Secretary of State, State of Florida (the "Agreement"), is made and sworn to as of the 30th day of September, 1996, by and among TESCO PROPERTIES, INC., (f/k/a UMIC PROPERTIES, INC.), a Tennessee corporation, having its principal offices at 2171 Judicial Drive, Suite 200, Germantown, Tennessee 38138 (the "Administrative General Partner"); ROYAL AMERICAN DEVELOPMENT, INC., a Florida corporation, with its principal offices at 412 Magnolia Avenue, Box 17, Panama City, Florida 32401 (the "Developer General Partner"); JOSEPH F. CHAPMAN, III, a resident of Panama City, Florida (the "Individual General Partner"); OPPENHEIMER PROPERTIES SERVICES, INC., a New York corporation, with its principal offices at One New York Plaza, New York, New York 10004 (the "Special Limited Partner"), and the Limited Partners whose names and addresses are contained in the Agreement, (the "Limited Partners").

W I T N E S S E T H:

WHEREAS, the original Certificate was filed September 12, 1979; and

WHEREAS, the number for this Limited Partnership for the Secretary of State, Tallahassee, Florida is LP 7922; and

WHEREAS, the Parties hereto are all the Partners of a Oak Creek Apartments, Ltd. which owns, develop, and operates a 162-unit residential housing project in Jacksonville, Florida, for families and elderly persons of low and moderate income; and,

WHEREAS, it is the purpose of this Twelfth Amendment of the Amended and Restated Certificate and Agreement of Limited Partnership to transfer all interest in the partnership of Dave Murray and wife, Mildred Murray, to the Dave and Mildred Murray Family Trust in accordance with an Assignment of Partnership Interest executed by the parties.

WHEREAS, the parties hereto have agreed to enter into this Twelfth Amendment to Amended and Restated Certificate and Agreement of Limited Partnership to approve the said transfer of interest and the admission of the .

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

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**FIRST:** Each Partner hereby consents to the transfer of the respective interests from Dave Murray and wife, Mildred Murray, Joint Tenants, to the Dave and Mildred Murray Family Trust.

**SECOND:** The requirements of Sections 11.02 and 11.03 of the Partnership Agreement shall be deemed, and hereby are, satisfied with regard to the transfer of the respective interests.

**THIRD:** Schedule "A" of the Partnership Agreement listing the name, address and partnership interest of the limited partners is hereby amended to delete:

"23. Dave Murray and wife, Mildred Murray  
Joint Tenants (with the right of survivorship)  
1551 Greenfield, Apartment 304  
Chicago, Illinois 60639 2.80% "

and Schedule "A" of the Partnership Agreement listing the name, address and partnership interest of the limited partners is hereby amended to add:

"23. Dave and Mildred Murray Family Trust  
1551 Greenfield Avenue, Apartment 304  
Chicago, Illinois 60639 2.80% "

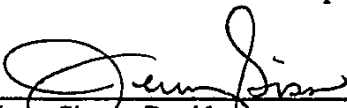
**FOURTH:** Dave Murray, Trustee of the Dave and Mildred Murray Family Trust, hereby agrees to be bound by all of the terms of the Limited Partnership Agreement as amended.

**FIFTH:** In all other respects, the Partnership Agreement, as amended, remains the same and in full force and effect.

IN WITNESS WHEREOF, this Twelfth Amendment to Amended and Restated Certificate and Agreement of Limited Partnership of Oak Creek Apartments, Ltd., has been executed by the parties as of the day and year first above written.

**GENERAL PARTNERS:**

By: **TESCO PROPERTIES, INC.**  
(f/k/a UMIC Properties, Inc.)  
as Attorney-in-Fact, pursuant to  
Section 8.16 of the Partnership Agreement

By:   
Jerky Sisson, President

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FLA

**SPECIAL LIMITED PARTNER:**

**OPPENHEIMER PROPERTIES SERVICES, INC.**

By: TESCO Properties, Inc.  
(f/k/a UMIC Properties, Inc.)  
as Attorney-in-Fact, pursuant to  
Section 9.04 of the Partnership Agreement.

By:   
Jerry Sisson, President

**LIMITED PARTNERS:**

By: TESCO PROPERTIES, INC.,  
(f/k/a UMIC Properties, Inc.)  
as Attorney-in-Fact pursuant to  
Section 9.04 of the Partnership Agreement.

By:   
Jerry Sisson, President

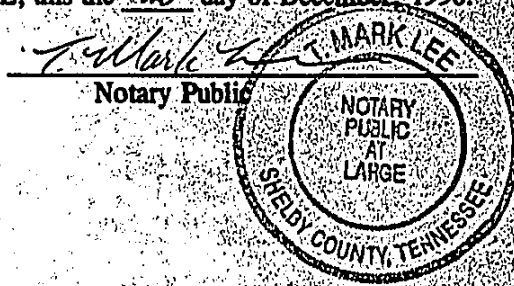
**STATE OF TENNESSEE:  
COUNTY OF SHELBY :**

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JERRY SISSON, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of TESCO PROPERTIES, INC., a corporation, (f/k/a UMIC Properties, Inc.), the Attorney-in-Fact for the General Partners of Oak Creek Apartments, Ltd., the within named bargainor, a limited partnership, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21 day of December, 1996.

My commission expires:

My Commission Expires July 30, 1997



STATE OF TENNESSEE:  
COUNTY OF SHELBY :

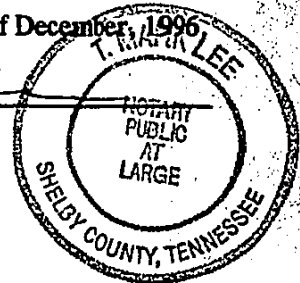
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JERRY SISSON, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of TESCO PROPERTIES, INC., a corporation, (f/k/a UMIC Properties, Inc.), the Attorney-in-Fact of the Special Limited Partner of Oak Creek Apartments, Ltd., a limited partnership, the within named bargainor, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 2nd day of December, 1996.

My commission expires:

My Commission Expires July 30, 1997

  
Notary Public



STATE OF TENNESSEE:  
COUNTY OF SHELBY :

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JERRY SISSON, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of TESCO PROPERTIES, INC., a corporation, (f/k/a UMIC Properties, Inc.), the Attorney-in-Fact for the Limited Partners of Oak Creek Apartments, Ltd., the within named bargainor, a limited partnership, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 2nd day of December, 1996.

My commission expires:

My Commission Expires July 30, 1997

  
Notary Public

