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LP/LLP AMENDMENT/RESTATEMENT/CORRECTION
OAK CREEK APARTMENTS, LTD.

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$105.00

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**FIFTY-THIRD AMENDMENT TO
AMENDED AND RESTATED CERTIFICATE AND AGREEMENT
OF LIMITED PARTNERSHIP OF OAK CREEK APARTMENTS, LTD.**

THIS FIFTY-THIRD AMENDMENT to AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP, amending that certain Certificate and Agreement of Limited Partnership dated September 1, 1979, and amended as of October 29, 1979, 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; September 30, 1996; December 31, 1996; June 30, 1997; December 31, 1997; November 13, 1998; September 10, 1999; September 21, 1999; January 1, 2000; May 11, 2001; December 31, 2001; June 30, 2002; December 31, 2002; August 14, 2003; June 30, 2004; December 31, 2003; January 1, 2004; May 11, 2005; March 31, 2005; December 31, 2005; December 31, 2006; March 31, 2007; September 30, 2007; March 31, 2007; December 31, 2008; January 1, 2008; June 1, 2009; January 1, 2012; August 16, 2012; January 1, 2012; December 15, 2013; January 1, 2018; and November 1, 2022, 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 27 day of January, 2023, by 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").

WITNESSETH:

WHEREAS, the Administrative General Partner is a general partner of Oak Creek Apartments, Ltd. (the "Partnership") which owns and operates a 162-unit residential housing project in Jacksonville, Florida, for families and elderly persons of low and moderate income; and,

WHEREAS, the Partnership desires to obtain a loan from Greystone Funding Company, LLC, a Delaware limited liability company (the "Loan") that will be insured by the United States Department of Housing and Urban Development ("HUD") under Section 207 pursuant to Section 223(f) of the National Housing Act, as amended, and as a condition of obtaining a loan, HUD requires the Partnership agree to certain terms in its Agreement; and

WHEREAS, it is the purpose of this Fifty-Third Amendment to Amended and Restated Certificate and Agreement of Limited Partnership to amend its Agreement to comply with and meet the requirements of HUD; and

WHEREAS, the Administrative General Partner is vested with the authority to amend the Agreement pursuant to the terms of the Agreement and has accordingly agreed to enter into this Fifty-Third Amendment to Amended and Restated Certificate and Agreement of Limited Partnership to comply with and meet the requirements of HUD to obtain the Loan that will be insured by HUD.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and notwithstanding any clause or provision in the Agreement to the contrary, and so long as the

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HUD or its successors or assigns, insures or holds any loan to Partnership ("the HUD insured Loan"), including the Loan secured by an Amended and Restated Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement on Oak Tree Apartments, Section 223(f), HUD project number 063-11181 in Jacksonville, Duval County, Florida (the "Project") the parties agree as follows the following provisions apply:

FIRST: The terms listed below shall have the following definitions:

"Borrower" means the Partnership, which are the General Partners of Oak Creek Apartments, Ltd., a Florida limited partnership. Partnership and Borrower may be used interchangeably herein.

"Lender" means the entity identified as "Lender" in the first paragraph of the Security Instrument, or any subsequent holder of the HUD-insured Note.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Security Instrument" means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended, or modified.

"HUD-insured Note" means the Note executed by Borrower, and described in the Security Instrument, including all schedules riders, allonges and agenda, as such Note may be amended from time to time.

SECOND: The Agreement shall be amended to provide that the Partnership shall agree to abide by the following requirements:

1. If any of the provisions of Borrower's organizational documents conflict with the terms of the HUD insured Note, Security Instrument, or HUD Regulatory Agreement ("HUD Loan Documents"), the provisions of the HUD Loan Documents shall control.
2. No provision required by HUD to be inserted into the organizational documents may be amended without HUD's prior written approval. Additionally, if there is a conflict between any HUD-required provisions inserted into this Agreement and any other provision of this Agreement, the terms of the HUD-required provisions will govern; and if there is a conflict between any of the provisions in the Certificate and Agreement of Limited Partnership and any HUD-required provisions of this Agreement, the HUD-required provisions will govern.
3. Unless otherwise approved in writing by HUD, Borrower's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the Project and activities incidental thereto. Borrower shall not engage in any other business or activity. The Project shall be the sole asset of the Borrower entity, which shall not own any other real estate other than the aforesaid Project.
4. None of the following will have any force or effect without the prior written consent of HUD:
 - a. Any amendment that modifies the term of Borrower's existence;

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- b. Any amendment that triggers application of the HUD previous participation certification requirements (as set forth in Form HUD2530, Previous Participation Certification, or 24 CFR § 200.210, et seq.);
 - c. Any amendment that in any way affects the HUD Loan Documents;
 - d. Except as permitted under section 10 below, any amendment that would authorize any member, manager, partner, owner, officer or director, other than the one previously authorized by HUD, to bind the Borrower entity for any matters concerning the Project which require HUD's consent or approval;
 - e. A change that is subject to the HUD TPA requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1;
 - f. Any change in a guarantor of any obligation to HUD (including those obligations arising from violations of the HUD Regulatory Agreement); and
 - g. Any grant of a security interest in any of Borrower's assets or mortgaged property.
5. Borrower is authorized to execute a Note and Security Instrument in order to secure a loan to be insured by HUD and to execute the HUD Regulatory Agreement and other documents required by the Secretary in connection with the HUD-insured loan.
6. Any incoming member/partner/owner of Borrower must, as a condition of receiving an interest in the Borrower entity, agree in writing to be subject to the HUD Loan Documents and all other documents required in connection with the HUD-insured loan, to the same extent and on the same terms as the other members/partners/owners.
7. 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 or entity that is not bound by the HUD Regulatory Agreement in a manner satisfactory to HUD.
8. The key principals of Borrower identified in the HUD Regulatory Agreement are liable in their individual capacities to HUD to the extent set forth in the HUD Regulatory Agreement.
9. Borrower shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.
10. Borrower has designated Larry Sisson, in his capacity as the President of the Administrative General Partner, as its official representative for all matters concerning the Project that require HUD consent or approval. The signature of this representative will bind Borrower entity in all such matters. Borrower may, from time to time, appoint a new representative to perform this function, provided that the individual so appointed is 2530 Previous Participation Certified, and within three (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 with respect to management of the Project, Borrower will promptly provide HUD with the name of that person and the nature of that person's management authority.
11. Any obligation of the Partnership to provide indemnification under this Agreement shall be limited to (i) amounts mandated by state law, if any, (ii) coverage afforded under any liability insurance carried by the Partnership and (iii) available surplus cash of the Borrower as defined in the HUD Regulatory Agreement. Until funds from a permitted source for payment of indemnification costs are available for payment, the Partnership

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shall not (a) pay funds to any members, partners, officers and directors, or (b) pay the deductible on an indemnification policy for any members, partners, officers and directors.

THIRD: The Administrative General Party hereby ratifies and confirms all provisions of the Agreement, which except as amended hereby, remain unchanged and in full force and effect.

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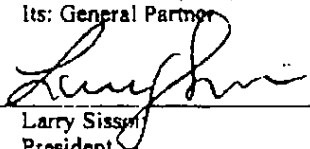
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IN WITNESS WHEREOF, the Administrative General Partner has caused this Fifty-Third Amendment to the Amended and Restated Agreement to Amended and Restated Certificate and Agreement of Limited Partnership to be duly executed as of the date as first written above.

OAK CREEK APARTMENTS, LTD.:
OAK CREEK APARTMENTS, LTD.,
a Florida limited partnership

By: OAK CREEK APARTMENTS, LTD.,
a Florida limited partnership

By: TESCO Properties, Inc.,
a Tennessee Corporation
f/k/a UMIC Properties, Inc.
Its: General Partner

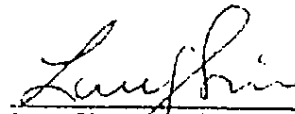
By: 
Larry Sisson
Title: President

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GENERAL PARTNER:

TESCO PROPERTIES, INC.

By:


Larry Sisson, President

LIMITED PARTNERS AND SPECIAL
PARTNER:

By: TESCO Properties, Inc., as Attorney-in-Fact
Pursuant to Section 9.04 of Partnership
Agreement

By:


Larry Sisson, President

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STATE OF TENNESSEE:
COUNTY OF SHELBY ;

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared LARRY SISSON, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of TESCO PROPERTIES, INC., a corporation, the Attorney-in-Fact for the General Partners of Oak Creek Apartments, Ltd., a Florida 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 stated and for the purposes of the said instrument.