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LP/LLLP AMENDMENT/RESTATEMENT/CORRECTION
SOUTHERN VILLAS OF MADISON, LTD.

Certificate of Status	0
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EXAMINER

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SECOND AMENDMENT TO SECRETARY OF STATE
LIMITED PARTNERSHIP AGREEMENT GALLAHASSEE, FLORIDA
AND CERTIFICATE OF
SOUTHERN VILLAS OF MADISON, LTD.

THIS SECOND AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE OF SOUTHERN VILLAS OF MADISON, LTD. (this "Amendment") is entered into as of the 25th day of July, 2011 (the "Effective Date"), by E. CHESTER STOKES, JR., a Florida resident (the "Withdrawing General Partner"), HALLMARK GROUP SERVICES OF ALABAMA, LLC, a Georgia limited liability company (the "Successor General Partner"), and STOKES AND COMPANY, J. HOWARD NICHOLS and R. BARTOW RAINEY (collectively, the "Limited Partners").

WITNESSETH:

WHEREAS, Southern Villas of Madison, Ltd. (the "Partnership"), is a Florida limited partnership created pursuant to and governed by that certain Limited Partnership Agreement and Certificate of Southern Villas of Madison, Ltd. dated June 15, 1981, and filed with the Department of State of Florida on June 26, 1981, as amended by Certificate of Amendment to Limited Partnership Agreement and Certificate of Southern Villas of Madison, Ltd., dated July 1, 1981, and filed with the Secretary of State of the State of Florida on July 8, 1981, as further amended by First Amendment to the Limited Partnership Agreement and Certificate of Southern Villas of Madison, Ltd. dated August 12, 1982, and filed with the Secretary of State of Florida on September 23, 1982 (collectively, the "Partnership Agreement and Certificate"); and

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

WHEREAS, the partners desire to 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, including, but not limited to, the capital interest and capital account of the Withdrawing General Partner. The term "General Partner" as used in the Partnership Agreement and Certificate shall mean the "Withdrawing General Partner" until the Effective Date and the "Successor General Partner" from and after the Effective Date. Nothing herein contained shall

absolve the Withdrawing General Partner or obligate the Successor General Partner for any obligations, losses, liabilities or claims which may have arisen or accrued prior to the Effective Date of this Amendment. The Successor General Partner hereby accepts and adopts the Partnership Agreement as modified hereby, accepts the allocation of profits, losses, credits and cash distributions set forth in the Partnership Agreement and Certificate, as hereby amended, and all obligations of the General Partner thereunder to the same extent and on the same terms as the Withdrawing General Partner. The provisions of Section 10.1 of the Partnership Agreement and Certificate shall not apply to the withdrawal of the Withdrawing General Partner effected by the Assignment, the partners hereby agreeing that the Assignment by the Withdrawing General Partner of the General Partner Interest to the Successor General Partner shall not be deemed to effect a dissolution or termination of the Partnership, and electing to continue the business of the Partnership.

2. The Withdrawing General Partner hereby represents and warrants that no default (or event which, with the giving of notice or the passage of time or both, would constitute a default) has occurred under the Partnership's loan documents or under the Partnership Agreement and Certificate.

3. The Withdrawing General Partner hereby affirms that, to the best of his knowledge, as of the Effective Date there are no outstanding and unpaid loans or other sums (whether now or hereafter due) owed by the Partnership to the Withdrawing General Partner or any of his affiliates, and to the extent there are any such outstanding and unpaid loans or fees or other sums, the Withdrawing General Partner, on behalf of himself and his affiliates, hereby assigns all of their rights to such payments of the same to the Successor General Partner.

4. Section 1.3 of the Partnership Agreement and Certificate is hereby amended to change the principal place of business of the Partnership to 3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339, or such other location or locations as may from time to time be designated by the General Partner upon due notice to the Limited Partners.

5. Article I of the Partnership Agreement and Certificate is hereby amended to add the following section 1.4:

"1.4 Registered Agent

The name and street address of the registered agent in the State of Florida for the Partnership for service of process is:

Susan Adams
4040 Newberry Road, Suite 1000
Gainesville, FL 32607."

6. Article I of the Partnership Agreement and Certificate is hereby amended to add the following section 1.5:

"1.5 Designated Office

The street and mailing address of the designated office of the Partnership in the State of Florida is 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607."

7. Article IV of the Partnership Agreement and Certificate is hereby amended to add the following section 4.5:

"4.5 Tax Matters Partner

The General Partner is hereby designated as the Tax Matters Partner for the Partnership."

8. Section 5.2 of the Partnership Agreement and Certificate is hereby amended to change the name of the General Partner to Hallmark Group Services of Alabama, LLC.

9. Section 6.1 of the Partnership Agreement and Certificate is hereby amended to change the name of the General Partner to Hallmark Group Services of Alabama, LLC.

10. Section 11.1 of the Partnership Agreement and Certificate is hereby amended by adding the following sentence at the end thereof:

"In the event a General Partner sells or transfers its partnership interest to a successor general partner with the consent of the Limited Partners, the terms of Section 10.1 hereof shall not apply to such transaction."

11. Article XV is hereby amended by deleting the name and address of E. Chester Stokes and inserting the following in lieu thereof:

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

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

13. The Partnership is not a limited liability limited partnership.

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

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

16. 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.

17. 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, entity 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, entities 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.

18. 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.

19. 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.

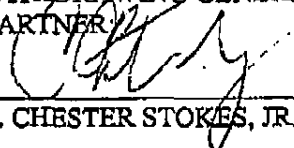
20. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. This Amendment may be executed 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.

21. The Recitals are incorporated herein and made a part hereof.

[END OF PAGE]


IN WITNESS WHEREOF, the parties hereto have executed and sealed this Amendment as of the Effective Date.

WITHDRAWING GENERAL
PARTNER

 (SEAL)
E. CHESTER STOKES, JR.

SUCCESSOR GENERAL PARTNER:

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

By:  (SEAL)
Martin H. Petersen, as Manager

SIGNATURES CONTINUE ON NEXT PAGE

[SIGNATURES CONTINUE FROM PRIOR PAGE]

LIMITED PARTNERS:

STOKES AND COMPANY

By:  (SEAL)

Name: E. CHESTER STOKES, JR.

Title: PRESIDENT

_____(SEAL)
J. HOWARD NICHOLS

_____(SEAL)
R. BARTOW RAINEY

[SIGNATURES CONTINUE FROM PRIOR PAGE]

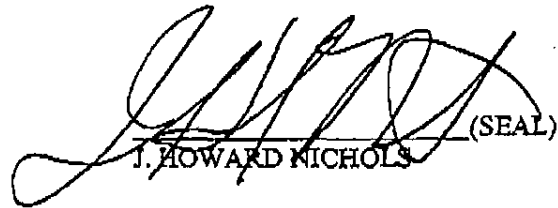
LIMITED PARTNERS:

STOKES AND COMPANY

By: _____ (SEAL)

Name: _____

Title: _____

 (SEAL)
J. HOWARD NICHOLS

R. BARTOW RAINEY (SEAL)

[SIGNATURES CONTINUE FROM PRIOR PAGE]

LIMITED PARTNERS:

STOKES AND COMPANY

By: _____ (SEAL)

Name: _____

Title: _____

J. HOWARD NICHOLS (SEAL)


R. BARTOW RAINEY (SEAL)

ACKNOWLEDGMENT OF REGISTERED AGENT

Having been named to accept service of process and serve as registered agent for Southern Villas of Madison, Ltd., at the registered office located at 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607, the undersigned hereby accepts to act in this capacity, and agrees to comply, in such capacity, with the applicable provisions of Sections 620.1114, 620.1115, 620.1116, and 620.1117 of the Florida Statutes.


SUSAN ADAMS

DATED: 6/24, 2011.