

# A11510

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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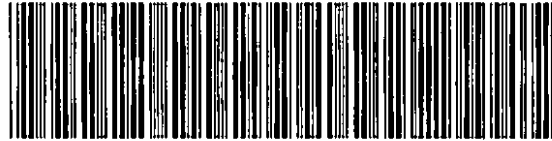
(Business Entity Name)

(Document Number)

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**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** WILD PINES APARTMENTS, LTD. - DOC. NO. A11510  
Name of Florida Limited Partnership or Limited Liability Limited Partnership

The enclosed Certificate of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

LAURA PIPPIN

Contact Person

ROYAL AMERICAN

Firm/Company

1002 W. 23RD STREET, SUITE 400

Address

PANAMA CITY, FL 32405

City, State and Zip Code

laura.pippin@royalamerican.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Laura Pippin at ( 850 ) 769-8981

Name of Contact Person

Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$52.50 Filing Fee

☐ \$61.25 Filing Fee  
and Certificate of  
Status

☒ \$105.00 Filing Fee  
and Certified Copy

☐ \$113.75 Filing Fee,  
Certified Copy, and  
Certificate of Status

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

AMENDMENT TO AMENDED AND RESTATED  
AGREEMENT AND CERTIFICATE  
OF  
WILD PINES APARTMENTS, LTD.

[Pursuant to the provisions of Section 620.1202, Florida Statutes]

THIS AMENDMENT is made and entered into as of the 26<sup>th</sup> day of September, 2017, by the undersigned to further amend the Amended and Restated Agreement and Certificate of Limited Partnership of WILD PINES APARTMENTS, LTD. as follows:

R E C I T A L S:

A. WILD PINES APARTMENTS, LTD. (hereinafter referred to as the "Partnership") is a Florida limited partnership having filed its original Agreement and Certificate of Limited Partnership with the Florida Secretary of State on November 17, 1981, assigned Florida Document number A11510, and is presently existing pursuant to an Amended and Restated Agreement and Certificate (hereinafter referred to as the "Partnership Agreement") filed on August 5, 1982.

B. In connection with a new Mortgage Loan, the Partnership Agreement is being amended to incorporate Single Asset Entity provisions, as well as, to amend other terms of the Partnership Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree and certify that the Partnership Agreement of Wild Pines Apartments, Ltd. is amended to provide as follows:

1. Section 30.9 is hereby deleted in its entirety and replaced as follows:

"30.9. Single Asset Entity.

(a) Until the Indebtedness is paid in full, the Partnership will remain a "Single Asset Entity" which means a corporation, limited partnership, limited liability company, or general partnership that satisfies each of the following conditions:

- (1) The Partnership will not own any real or personal property other than the Mortgaged Property and personal property related to the operation and maintenance of the Mortgaged Property.
- (2) The Partnership will not operate any business other than management and operation of the Mortgaged Property.
- (3) The Partnership will not maintain its assets in a way difficult to segregate and identify.

(b) All capitalized terms not defined herein are defined in that certain Multifamily Loan and Security Agreement executed by and between the Partnership and Grandbridge Real Estate Capital LLC ("Loan Agreement")."

2. Section 30.5 is hereby deleted in its entirety and replaced as follows:

"30.5 Notwithstanding any other provisions of this Amended and Restated Agreement and Certificate of Limited Partnership, in the event that any provision of this Partnership Agreement conflicts with the Loan Documents (as defined in the Loan Agreement), the provisions of such Loan Documents controls."

3. All references to the "Construction Loan" are hereby removed.

4. In Section 5, the definition of "Mortgage Loan" is hereby amended as follows:

"Mortgage Loan shall mean the loan in the principal amount of \$3,000,000 to be made by Grandbridge Real Estate Capital LLC as Seller/Servicer for Federal Home Loan Mortgage Corporation and payment of which is secured by the Project and Real Property."

5. Section 11(a) is hereby amended to delete the reference to "Private Placement Memorandum." Sections 11(b), 11(c), and 11(d) are hereby deleted in their entirety.

6. Sections 28(a), 28(b), and 28(c), and Sections 30.1, 30.2, 30.3, 30.6, 30.7, 30.8, 30.10, 30.11, 30.12, and 30.13 are hereby deleted in their entirety.

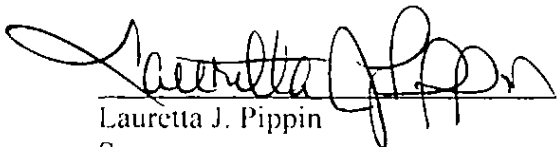
Except as hereby amended, the Partnership Agreement of the Partnership, as previously amended, is ratified and affirmed in all respects.

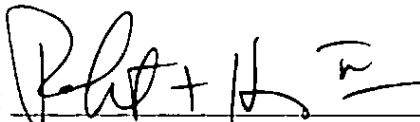
IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal effective as of the date hereinabove first written.

GENERAL PARTNER:

ROYAL AMERICAN DEVELOPMENT, INC.

ATTEST:

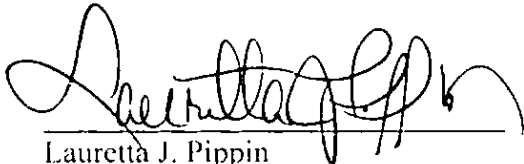
  
Laurretta J. Pippin  
Secretary

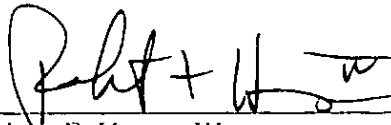
By:   
Robert F. Henry, III  
Vice President

LIMITED PARTNERS:

ATTEST:

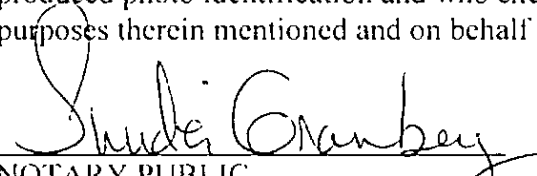
BY: ROYAL AMERICAN DEVELOPMENT  
INC., General Partner, Pursuant to  
Power of Attorney

  
Lauretta J. Pippin  
Secretary

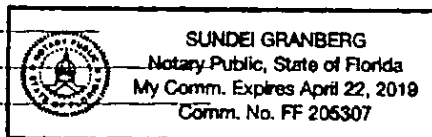
By:   
Robert F. Henry, III  
Vice President

STATE OF FLORIDA       )  
                                  ) SS:  
COUNTY OF BAY        )

The foregoing instrument was acknowledged before me this 26 day of Sept, 2017 by Robert F. Henry, III as Vice President of Royal American Development, Inc., a Florida corporation, who is (    ) personally known to me or who has (    ) produced photo identification and who executed the foregoing instrument for the uses and purposes therein mentioned and on behalf of said entity.

  
NOTARY PUBLIC

Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Expiring on:        \_\_\_\_\_



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