

A 11513

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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WAIT

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MAIL

(Business Entity Name)

A 11513

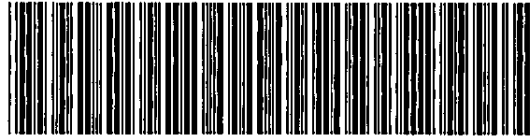
(Document Number)

Certified Copies _____

Certificates of Status _____

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Office Use Only



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07 JUN 27 PM 12:23

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NRC

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Country Oaks Apartments, Ltd. Doc. #A11513

(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)

For further information concerning this matter, please call:

Laura Pippin

(Name of Contact Person)

at (850) 914-3268

(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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 18, 2007

LAURA PIPPIN
ROYAL AMERICAN
1002 W. 23RD STREET, SUITE 400
PANAMA CITY, FL 32405

SUBJECT: COUNTRY OAKS APARTMENTS, LTD.
Ref. Number: A11513

We have received your document for COUNTRY OAKS APARTMENTS, LTD. and your check(s) totaling \$1260.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The effective date must be specific and cannot be prior to the date of filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6067.

Neysa Culligan
Document Specialist

Letter Number: 807A00040413

AMENDMENT TO AMENDED AND RESTATED
AGREEMENT AND CERTIFICATE
OF
LIMITED PARTNERSHIP
OF
COUNTRY OAKS APARTMENTS, LTD.

FILED
07 JUN 27 PM 12: 23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS AMENDMENT is made and entered into as of the 14th day of May, 2007, but is accepted by COUNTRY OAKS APARTMENTS, LTD. as of January 1, 2007, by and between (i) ROYAL AMERICAN DEVELOPMENT, INC. and JOSEPH F. CHAPMAN, III, (hereinafter referred to as the "General Partners"); (ii) each of the Assignor Limited Partners who have executed an Assignment of Partnership Interest attached hereto, (each hereinafter referred to as an "Assignor" and collectively as the "Assignors"); and (iii) SHP ACQUISITIONS IV, LLC, (hereinafter referred to as the "Assignee" or "Substitute Limited Partner").

RECITALS:

A. COUNTRY OAKS 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, and is presently existing pursuant to an Amended and Restated Agreement and Certificate (hereinafter referred to as the "Partnership Agreement") filed on September 24, 1982.

B. Pursuant to an Assignment of Partnership Interest, each Assignor assigned and transferred the Assignor's entire right, title and interest to his partnership interest as a Limited Partner of the Partnership to the Assignee.

C. It is the desire of the parties that the Assignee be substituted as a Limited Partner of the Partnership to the extent of the limited partnership interests assigned to the Assignee by the Assignors, and that pursuant to such desire, the Partnership Agreement be amended to reflect said substitution and the withdrawal of the Assignors as Limited Partners of the Partnership.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree and certify that the Amended and Restated Agreement and Certificate of Limited Partnership of COUNTRY OAKS APARTMENTS, LTD. is amended to provide as follows:

1. Each Assignor Limited Partner, who has executed an Assignment of Partnership Interest hereby withdraws as a Limited Partner of the Partnership. The Partnership hereby accepts such withdrawal and each said Assignor shall hereafter cease to be a Limited Partner of the Partnership.

2. Exhibit A of the Partnership Agreement is hereby amended to delete the present Exhibit A and to insert in lieu thereof the Exhibit A attached hereto and incorporated herein by this reference.

3. It is further provided and agreed that the Assignee shall be and hereby is a substitute Limited Partner of the Partnership to the full extent of the limited partner interests assigned by the Assignors; (ii) the signing of this Amendment by the parties hereto does and shall constitute the consent of all Partners to said substitution; (iii) any present or future references to the terms "Partner(s)" or "Limited Partner(s)" by the Partnership Agreement, or any amendment thereto, shall be deemed to include the Assignee to the extent of the limited partner interests assigned by the Assignors; and (iv) the execution of this Amendment by the Assignee shall constitute the agreement of the Assignee as a Limited Partner, to all of the terms and provisions of the Limited Partnership Agreement and Certificate of Limited Partnership of the Partnership, as amended.

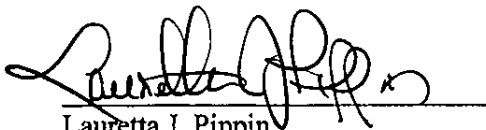
4. Except as hereby amended, the Limited Partnership Agreement and Certificate of Limited Partnership of the Partnership, as amended, is ratified and affirmed in all respects.

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

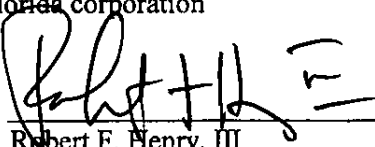
GENERAL PARTNERS:

ATTEST:

ROYAL AMERICAN DEVELOPMENT, INC.,
a Florida corporation

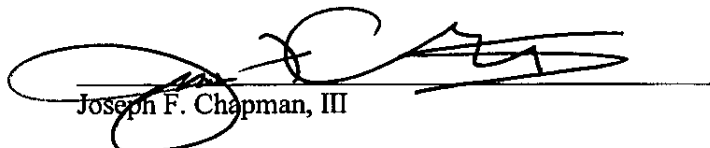

Lauretta J. Pippin
Secretary

By:

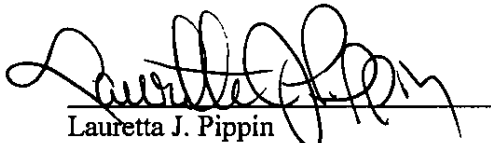

Robert F. Henry, III
Vice President

WITNESS:



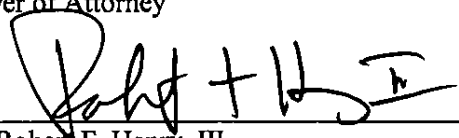

Joseph F. Chapman, III

ATTEST:


Laurretta J. Pippin
Secretary

LIMITED PARTNERS:

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

By: 
Robert F. Henry, III
Vice President

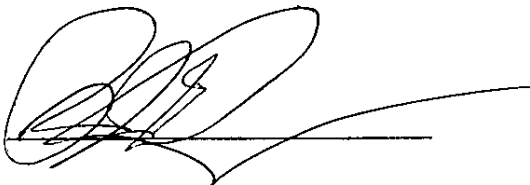
WITNESS:



ASSIGNOR AND WITHDRAWING
LIMITED PARTNERS:

Each Assignor Limited Partner has executed an
Assignment of Partnership Interest which is
attached hereto and is the signature of the
Assignor and Withdrawing Limited Partner

WITNESS:



ASSIGNEE AND SUBSTITUTE
LIMITED PARTNER:

SHP ACQUISITIONS IV, LLC,
a Maine limited liability company

By: 
Mike Burnham, Manager

EXHIBIT A
COUNTRY OAKS APARTMENTS, LTD.
LIMITED PARTNERSHIP AGREEMENT
AND
CERTIFICATE OF LIMITED PARTNERSHIP

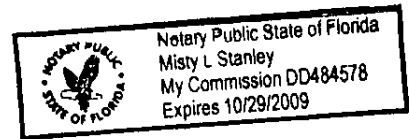
<u>Name</u>	<u>Percentage of Partnership Interest</u>
<u>GENERAL PARTNERS:</u>	
Royal American Development, Inc.	.50%
Joseph F. Chapman, III	.50%
<u>LIMITED PARTNERS:</u>	
Chapman Associates, Ltd.	4.00%
Royal American Development, Inc.	2.879%
John D. & Diana M. Anderson	2.879%
Les W. Burke	2.879%
Estate of Alfred J. Ciraldo	1.44%
John G. Crosby	2.879%
Richard E. DuBois, M.D.	2.879%
Tuncay Ertan, M.D.	2.879%
Lucille B. Ford	2.879%
Edmond T. Griffin	2.879%
Robert M. Harrison	2.879%
Warren Heller	2.879%
Doris A. Jones	1.44%
Hans I. & Kathleen Jorgensen	2.879%
Francis R. Kramer	2.879%
Estate of Dr. Louis P. Laville, Jr.	2.879%
Bouldin A. Marley, Jr., M.D.	2.879%
T. Kenneth Minchew, Jr.	2.879%
Joseph B. Paley, M.D.	2.879%
Haralambros J. Papathomas	2.879%
Dr. Peter Rubelman	1.4395%
Harold Sandstrom	2.879%
SHP Acquisitions IV, LLC	23.0325%
William B. Stilwell	2.879%
Merle P. Stringer, M.D.	2.879%
Ruth E. Stuart	2.879%
Edward M. & Laura R. Waller	1.44%
John Michael Yeend	5.758%

STATE OF FLORIDA)
) SS:
COUNTY OF BAY)

The foregoing instrument was acknowledged before me this 13 day of June, 2007, 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: _____

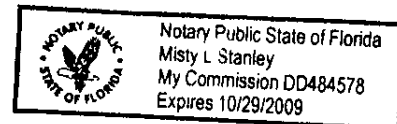


STATE OF Id)
) SS:
COUNTY OF Bay)

The foregoing instrument was acknowledged before me this 13 day of June, 2007, by Joseph F. Chapman, III, 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.


NOTARY PUBLIC

Printed Name: _____
Commission No.: _____
Expiring on: _____



STATE OF North Carolina
COUNTY OF New Hanover) SS:

The foregoing instrument was acknowledged before me this 14th day of May, 2007, by Mike Burnham as Manager of SHP Acquisitions IV, LLC, a Maine limited liability company, 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.

Kristine L. Gardner
NOTARY PUBLIC

Printed Name: KRISTINE L. GARDNER
Commission No.: _____
Expiring on: 5.24.10



Assignment

SHP Acquisitions II, LLC, a Maine Limited Liability Corporation, unconditionally and irrevocably Assigns its interest in the Purchase and Sale Agreement between the Limited Partners (listed below), of the respective Partnerships (listed below), to SHP Acquisitions IV, LLC, a Maine Limited Liability Corporation, as of the date hereof.

Limited Partner

Fernando D Borges

Sol Nevins

Kathleen A Thomas

Franklin A Wannemacher

Assignor:

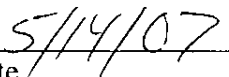
SHP Acquisitions II, LLC


By: Michael Burnham, Manager

Assignee:

SHP Acquisitions IV, LLC


By: Michael Burnham, Manager


Date

Assignment

AHP Holdings, LLC, a Maine Limited Liability Corporation, unconditionally and irrevocably Assigns its interest in the Purchase and Sale Agreement between the Limited Partners (listed below), of the respective Partnerships (listed below), to SHP Acquisitions IV, LLC, a Maine Limited Liability Corporation, as of the date hereof.

Limited Partner

Joseph Miller
Myrna Leonard
John P Heard
John Knudsen

Assignor:

AHP Holdings, LLC


By: Matt Orne, Manager

Assignee:

SHP Acquisitions IV, LLC


By: Michael Burnham, Manager

5/14/07
Date

ASSIGNMENT OF PARTNERSHIP INTEREST

This Assignment of Partnership Interest ("Assignment") is executed as of this ____ day of _____, _____ by Fernando D Borges & having an address of 460 Park ST N, St. Petersburg, FL ("Assignor"), for the benefit of SHP Acquisitions II, LLC, a Maine limited liability company, having an address of 7 Thomas Drive, Cumberland Foreside, ME ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into a certain Purchase and Sale Agreement dated May 1, 2006 (the "Agreement") for the purchase and sale of the Assignor's Partnership Interest (as defined in the Agreement) in Country Oaks Apartments, LTD., a FL limited partnership (the "Partnership");

WHEREAS, Assignor intends to assign [his/her/their/its] Partnership Interest and Limited Partner's Interests to Assignee by means of this Assignment.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby takes the following actions:

1. ASSIGNMENT OF PARTNERSHIP INTEREST. Assignor hereby irrevocably and unconditionally sells, assigns, and transfers to Assignee all of the Partnership Interest. Assignor does hereby covenant with Assignee that Assignor is the lawful owner of the Partnership Interest; that the Partnership Interest is free from all liens and encumbrances; that Assignor has good right to sell the same as aforesaid; and that Assignor will warrant and defend the same unto Assignee, its successors and assigns, against the lawful claims and demands of all persons.
2. ASSIGNMENT OF SELLER'S INTERESTS. Assignor hereby irrevocably and unconditionally sells, assigns, and transfers to Assignee Limited Partner's Partnership Interest.
3. REPRESENTATIONS AND WARRANTIES. Assignor hereby reaffirms the representations and warranties contained in Paragraph 7 of the Agreement.
4. INCORPORATION OF AGREEMENT BY REFERENCE. The provisions of the Agreement, to the extent not inconsistent with this Assignment, are incorporated in this Assignment and shall survive the closing of this transaction.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first written above.

WITNESS

Assignor:

Christina Borges

By: [Signature]
Fernando D Borges

By: _____

18. **Heirs, Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, personal representatives, successors and assigns.

19. **Third Parties.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any third parties, including any creditor, except as required by the law.

20. **Counterparts/Facsimile.** This Agreement may be executed in counterparts and/or by facsimile, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

21. **Transfer Tax.** Buyer agrees to pay any Florida transfer taxes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

WITNESS:

AHP HOLDINGS LLC

Melinda Perry

By: Matthew W. Orne
Matthew W. Orne, its Manager

WITNESS:

LIMITED PARTNER:

Ellen W. Heard

John P. Heard
John P. Heard

18. **Heirs, Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, personal representatives, successors and assigns.

19. **Third Parties.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any third parties, including any creditor, except as required by the law.

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21. **Transfer Tax.** Buyer agrees to pay any Florida transfer taxes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

WITNESS:

AHP HOLDINGS LLC



By: 
Matthew W. Orne, its Manager

WITNESS:

LIMITED PARTNER:


John Knudsen

18. Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, personal representatives, successors and assigns.

19. Third Parties. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third parties, including any creditor, except as required by the law.

20. Counterparts/Facsimile. This Agreement may be executed in counterparts and/or by facsimile, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

21. Transfer Tax. Buyer agrees to pay any Florida transfer taxes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

WITNESS:

AHP HOLDINGS LLC

Melinda Pray

By: Matthew W. Orne
Matthew W. Orne, its Manager

WITNESS:

LIMITED PARTNER:

Erin J. Hyatt

Myrna Leonard
Myrna Leonard

18. **Heirs, Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, personal representatives, successors and assigns.

19. **Third Parties.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any third parties, including any creditor, except as required by the law.

20. **Counterparts/Facsimile.** This Agreement may be executed in counterparts and/or by facsimile, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

21. **Transfer Tax.** Buyer agrees to pay any Florida transfer taxes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

WITNESS:

AHP HOLDINGS LLC

Melinda Pray

By: Matthew W. Orne
Matthew W. Orne, its Manager

WITNESS:

10/11

LIMITED PARTNER:

Joseph S. Miller
Joseph S. Miller

By: Dorothy H. Miller
executrix of the estate of
Joseph S. Miller

ASSIGNMENT OF PARTNERSHIP INTEREST

This Assignment of Partnership Interest ("Assignment") is executed as of this ____ day of _____, 2006 by Sol Nevins & having an address of 27 Meadowbrook Rd, Randolph, NJ ("Assignor"), for the benefit of SHP Acquisitions II, LLC, a Maine limited liability company, having an address of 7 Thomas Drive, Cumberland Foreside, ME ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into a certain Purchase and Sale Agreement dated May 10, 2006 (the "Agreement") for the purchase and sale of the Assignor's Partnership Interest (as defined in the Agreement) in Country Oaks Apartments, LTD., a FL limited partnership (the "Partnership");


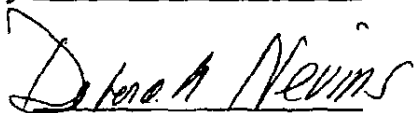
WHEREAS, Assignor intends to assign [his/her/their/its] Partnership Interest and Limited Partner's Interests to Assignee by means of this Assignment.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby takes the following actions:

1. ASSIGNMENT OF PARTNERSHIP INTEREST. Assignor hereby irrevocably and unconditionally sells, assigns, and transfers to Assignee all of the Partnership Interest. Assignor does hereby covenant with Assignee that Assignor is the lawful owner of the Partnership Interest; that the Partnership Interest is free from all liens and encumbrances; that Assignor has good right to sell the same as aforesaid; and that Assignor will warrant and defend the same unto Assignee, its successors and assigns, against the lawful claims and demands of all persons.
2. ASSIGNMENT OF SELLER'S INTERESTS. Assignor hereby irrevocably and unconditionally sells, assigns, and transfers to Assignee Limited Partner's Partnership Interest.
3. REPRESENTATIONS AND WARRANTIES. Assignor hereby reaffirms the representations and warranties contained in Paragraph 7 of the Agreement.
4. INCORPORATION OF AGREEMENT BY REFERENCE. The provisions of the Agreement, to the extent not inconsistent with this Assignment, are incorporated in this Assignment and shall survive the closing of this transaction.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first written above.

WITNESS

Assignor:

By: 
Sol Nevins

By: _____

ASSIGNMENT OF PARTNERSHIP INTEREST

This Assignment of Partnership Interest ("Assignment") is executed as of this ____ day of _____, _____ by Kathleen A Thomas & having an address of 205 Lake Pines Pionte, Alpharetta, GA ("Assignor"), for the benefit of SHP Acquisitions II, LLC, a Maine limited liability company, having an address of 7 Thomas Drive, Cumberland Foreside, ME ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into a certain Purchase and Sale Agreement dated June 13, 2006 (the "Agreement") for the purchase and sale of the Assignor's Partnership Interest (as defined in the Agreement) in Country Oaks Apartments, LTD., a FL limited partnership (the "Partnership");

WHEREAS, Assignor intends to assign [his/her/their/its] Partnership Interest and Limited Partner's Interests to Assignee by means of this Assignment.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby takes the following actions:

1. ASSIGNMENT OF PARTNERSHIP INTEREST. Assignor hereby irrevocably and unconditionally sells, assigns, and transfers to Assignee all of the Partnership Interest. Assignor does hereby covenant with Assignee that Assignor is the lawful owner of the Partnership Interest; that the Partnership Interest is free from all liens and encumbrances; that Assignor has good right to sell the same as aforesaid; and that Assignor will warrant and defend the same unto Assignee, its successors and assigns, against the lawful claims and demands of all persons.
2. ASSIGNMENT OF SELLER'S INTERESTS. Assignor hereby irrevocably and unconditionally sells, assigns, and transfers to Assignee Limited Partner's Partnership Interest.
3. REPRESENTATIONS AND WARRANTIES. Assignor hereby reaffirms the representations and warranties contained in Paragraph 7 of the Agreement.
4. INCORPORATION OF AGREEMENT BY REFERENCE. The provisions of the Agreement, to the extent not inconsistent with this Assignment, are incorporated in this Assignment and shall survive the closing of this transaction.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first written above.

WITNESS

Susan L. Rehl

Assignor:

By: Kathleen A Thomas
Kathleen A Thomas

By: _____

ASSIGNMENT OF PARTNERSHIP INTEREST

This Assignment of Partnership Interest ("Assignment") is executed as of this ____ day of _____, _____ by Franklin A Wannemacher & having an address of 2152 Poinsettia Ave , Summerville, SC ("Assignor"), for the benefit of SHP Acquisitions II, LLC, a Maine limited liability company, having an address of 7 Thomas Drive, Cumberland Foreside, ME ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into a certain Purchase and Sale Agreement dated November 16, 2006 (the "Agreement") for the purchase and sale of the Assignor's Partnership Interest (as defined in the Agreement) in Country Oaks Apartments, LTD., a FL limited partnership (the "Partnership");

WHEREAS, Assignor intends to assign [his/her/their/its] Partnership Interest and Limited Partner's Interests to Assignee by means of this Assignment.

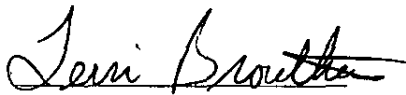
NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby takes the following actions:

1. ASSIGNMENT OF PARTNERSHIP INTEREST. Assignor hereby irrevocably and unconditionally sells, assigns, and transfers to Assignee all of the Partnership Interest. Assignor does hereby covenant with Assignee that Assignor is the lawful owner of the Partnership Interest; that the Partnership Interest is free from all liens and encumbrances; that Assignor has good right to sell the same as aforesaid; and that Assignor will warrant and defend the same unto Assignee, its successors and assigns, against the lawful claims and demands of all persons.
2. ASSIGNMENT OF SELLER'S INTERESTS. Assignor hereby irrevocably and unconditionally sells, assigns, and transfers to Assignee Limited Partner's Partnership Interest.
3. REPRESENTATIONS AND WARRANTIES. Assignor hereby reaffirms the representations and warranties contained in Paragraph 7 of the Agreement.
4. INCORPORATION OF AGREEMENT BY REFERENCE. The provisions of the Agreement, to the extent not inconsistent with this Assignment, are incorporated in this Assignment and shall survive the completion of this transaction.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first written above.

WITNESS

Assignor:



By: 
Franklin A Wannemacher

By: _____

FILED
07 JUN 27 PM 12:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA