

Dec. 9. 2008 2:25PM  
Division of Corporations

No. 1379 P. 1  
Page 1 of 1

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Florida Department of State  
Division of Corporations  
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**L. SELLERS**

DEC 10 2008

**EXAMINER**

To:

Division of Corporations  
Fax Number : (850) 617-6383

From:

Account Name : ROGERS, TOWERS, BAILEY, ET AL  
Account Number : 076566002273  
Phone : (904) 398-3911  
Fax Number : (904) 396-0663

**LP/LLLP AMENDMENT/RESTATEMENT/CORRECTION**

**HIGHLAND APARTMENTS, LTD.**

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$105.00

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Help

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**CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF**

**HIGHLAND APARTMENTS, LTD.**

(Insert name currently on file with Florida Department of State)

Pursuant to the provisions of section 620.1202, Florida Statutes, this Florida limited partnership or limited liability limited partnership, whose certificate was filed with the Florida Department of State on July 20, 1983, assigned Florida document number A12880 adopts the following certificate of amendment to its certificate of limited partnership.

This amendment is submitted to amend the following:

**A. If amending name, enter the new name of the limited partnership or limited liability limited partnership here:**

(New name must be distinguishable and contain an acceptable suffix.)

Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.

Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP.

**B. If amending mailing address and/or principal office address, enter new mailing address and/or principal office address here:**

**New Principal Office Address:**

(Must be STREET address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**New Mailing Address:**

(May be post office box)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:**

**Name of New Registered Agent:**

\_\_\_\_\_

**New Registered Office Address:**

\_\_\_\_\_

(Enter Florida street address)

\_\_\_\_\_, Florida

(City)

(Zip Code)

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**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

(If Changing Registered Agent, Signature of New Registered Agent)

**D. If amending the general partner(s), enter the name and business address of each general partner being added or removed from our records:**

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove

**E. If the limited partnership or limited liability limited partnership is amending its "Limited Liability limited partnership" status, enter change here:**

- ☐ This Limited Partnership hereby elects to be a "Limited Liability Limited Partnership."
- ☐ This Limited Partnership hereby removes its "Limited Liability Limited Partnership" status.

**(NOTE: If adding or removing "limited liability limited partnership" status, all general partners must sign this amendment.)**

08 DEC -9 AM 8:49  
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7. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

See attached amendment.

Effective date, if other than the date of filing:

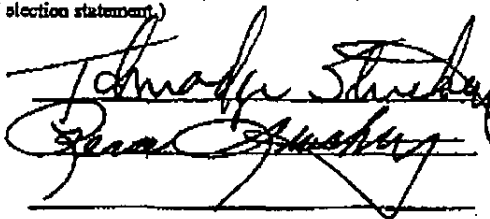
*(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)*

Signature(s) of a general partner or all general partners:

*(\*\*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, F.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)*

Dalmarco Sturkey

Rena Sturkey



Signature(s) of all new or dissociating general partner(s), if any:

Filing Fee: \$52.50  
Certified Copy (optional): \$52.50  
Certificate of Status (optional): \$8.75

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**AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP  
AND LIMITED PARTNERSHIP AGREEMENT OF  
HIGHLAND APARTMENTS, LTD.**

This AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP AND LIMITED PARTNERSHIP AGREEMENT (this "Amendment") dated as of November 1, 2008, and entered into by and among all of the partners (the "Partners") of HIGHLAND APARTMENTS, LTD. (the "Partnership"), a limited partnership organized and existing under the laws of the State of Florida and having its principal place of business at 473 3rd Street, Macon, Georgia 31202 (P.O. Box 13526, Macon, Georgia 31208),

**WITNESSETH:**

WHEREAS, a Limited Partnership Agreement respecting the Partnership was heretofore entered into by the Partners on July 15, 1983 (the "Partnership Agreement");

WHEREAS, the Partnership holds title to a certain multifamily housing project known as "Highland Apartments", FHA Project No. 063-11058, and located at 100 West Joey Circle in the City of Green Cove Springs, Clay County, Florida 32043 (the "Project");

WHEREAS, the Partnership intends to finance the Project by way of a certain mortgage loan to be made by Greystone Servicing Corporation, Inc. (hereinafter referred to as the "Lender") and insured by the U.S. Department of Housing and Urban Development ("HUD");

WHEREAS, HUD requires that the Partnership Agreement be amended by the Partners to include certain provisions intended to protect the legal interests of HUD for so long as HUD is the insurer or holder of a mortgage loan for the Project; and

WHEREAS, the Partners accordingly desire to enter into this Amendment effective as of the date hereof;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Term of the Partnership. Section 1.04 of the Partnership Agreement is hereby amended to provide that the Partnership shall not be terminated or dissolved prior to December 31, 2054, without the prior written consent of HUD.

2. HUD Requirements. A new Section 7.15 is hereby added to the Partnership Agreement to read in its entirety as follows:

7.15 Special Provisions Relating to HUD Project Financing:

(a) If any of the provisions of this Partnership Agreement or any other organizational documents of the Partnership conflict with the terms of the HUD-

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insured note, mortgage, security agreement or HUD Regulatory Agreement relating to the Project (the "HUD Loan Documents"), the provisions of the HUD Loan Documents will control.

(b) No provision required by HUD to be inserted into the organizational documents of the Partnership may be amended without prior HUD approval, so long as HUD is the insurer or holder of the note.

(c) No provision in the organizational documents of the Partnership that results in any of the following will have any force or effect without the prior written consent of HUD:

(1) Any amendment that modifies the term of the Partnership;

(2) Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional partner;

(3) Any amendment that in any way affects the note, mortgage, and security agreement on the Project or the Regulatory Agreement between HUD and the Partnership;

(4) Any amendment that would authorize any partner or party other than the designated general partners hereinafter named or any pre-approved successor general partner to bind the Partnership for all matters concerning the Project which require HUD's consent or approval;

(5) A change in the designated general partners hereinafter named or any pre-approved successor general partner(s) of the Partnership; or

(6) Any change in a guarantor of any obligation to HUD.

(d) The Partnership is authorized to execute a note, mortgage, security agreement or any document related thereto in order to secure a loan to be insured by HUD and to execute the Regulatory Agreement and other documents required by HUD in connection with the HUD-insured loan.

(e) Any incoming partner must as a condition of receiving an interest in the Partnership agree to be bound by the note, mortgage, security agreement, the Regulatory Agreement and any other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other partners.

(f) Notwithstanding any other provisions, upon any dissolution of the Partnership, 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 who is not bound by the Regulatory Agreement in a manner satisfactory to HUD.

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(g) The Partners and any assignee of a Partner are liable in their individual capacity to HUD for:

(1) Funds or property of the project coming into their possession, which by the provisions of the Regulatory Agreement, the partner, person or entity is not entitled to retain;

(2) Their own acts and deeds, or acts and deeds of others which the partner has authorized, in violation of the provisions of the Regulatory Agreement;

(3) the acts and deeds of affiliates, as defined in the Regulatory Agreement, which the partner, or entity has authorized in violation of the provisions of the Regulatory Agreement; and

(4) As otherwise provided by law.

(h) The Partnership shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.

(i) The Partnership hereby designates its General Partner, Talmadge Stuckey, as its official representatives for all matters concerning the Project which require HUD consent or approval. The signature of the President and/or the Executive Vice President will bind the Partnership in all such matters. The Partnership may from time to time appoint a new representative to perform this function, but within 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 of management of the Project, the Partnership will promptly provide HUD with the name of that person and the nature of that person's management authority.

(j) That unless otherwise approved by HUD, the Partnership shall be strictly operated as a single asset entity as described in paragraph 6(f) of the Regulatory Agreement.

3. **Ratification.** All terms and provisions of the Partnership Agreement are hereby expressly approved, ratified and confirmed and shall continue in full force and effect except as amended or modified by this Amendment.

*[the remainder of this page is intentionally left blank]*

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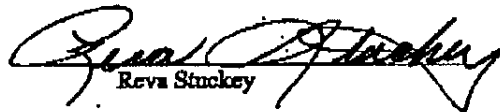
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IN WITNESS WHEREOF, the Partners have caused this Amendment to be duly executed as of the day and year first above written.

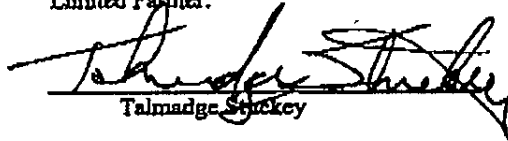
General Partner:

  
Talmadge Stuckey

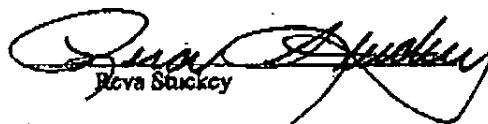
General Partner:

  
Reva Stuckey

Limited Partner:

  
Talmadge Stuckey

Limited Partner:

  
Reva Stuckey

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