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AKERMAN SENTERPITT

PAGE 01/12

Division of Corporations

Page 1 of 1

A12660

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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

From: Account Name : AKERMAN SENTERPITT (JACKSONVILLE)
Account Number : 105543000740
Phone : (904) 798-3700
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**JUN 25 2013
L. SELLERS**

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

**LP/LLLP AMENDMENT/RESTATEMENT/CORRECTION
HIGHLAND APARTMENTS, LTD.**

Certificate of Status	0
Certified Copy	0
Page Count	11
Estimated Charge	\$52.50

RECEIVED

13 JUN 24 PM 3:58

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TALLAHASSEE, FLORIDA

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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 A12650, 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:

N/A

(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)

N/ANew Mailing Address:

(May be post office box)

N/A

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:N/ANew Registered Office Address:

(Enter Florida street address)

(City)

Florida

(Zip Code)

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(((H13000143205 3)))

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>
N/A			<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.)

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F. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

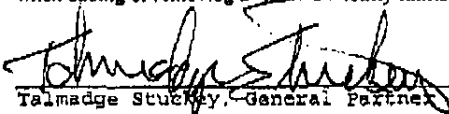
See attached amendment.

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.)


Reva J. Stuckey, General Partner

Reva J. Stuckey, General Partner

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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F. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

See attached amendment.

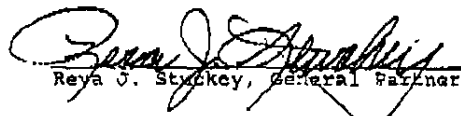
Effective date, if other than the date of filing:

(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.)

Talmadge Stuckey, General Partner


Talmadge Stuckey, General Partner

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

This SECOND AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP AND LIMITED PARTNERSHIP AGREEMENT (this "Second Amendment") dated as of June 1, 2013, 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 Certificate of Limited Partnership respecting the Partnership was filed with the Florida Department of State on June 11, 1982, and a Limited Partnership Agreement respecting the Partnership was heretofore entered into by the Partners on July 15, 1983, which Certificate of Limited Partnership and Limited Partnership Agreement were amended by the Partners by way of a certain Amendment to Certificate of Limited Partnership and Limited Partnership Agreement dated November 1, 2008, and filed with the Florida Department of State on December 9, 2008 (collectively, the "Partnership Agreement");

WHEREAS, the Partnership holds title to a certain multifamily housing project known as "Highland Apartments", FHA Project No. 063-11095-REK (formerly 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 Funding Corporation (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 Second 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. Definitions. All definitions and/or capitalized terms contained in this Second Amendment shall have the respective meanings specified in the Partnership Agreement *except* as modified by the above Preambles and/or as otherwise amended herein. The term "cash flow" as

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defined in Subsection 3.06(b) of the Partnership Agreement shall hereafter be construed to be limited to semi-annual or annual distributions of Surplus Cash (as that term is defined in the HUD Regulatory Agreement referenced in Section 7.15 of the Partnership Agreement (which Section 7.15 is amended as provided in paragraph 2 of this Second Amendment) in accordance with the conditions prescribed in the HUD Regulatory Agreement.

2. **HUD Requirements.** Section 7.15 of the Partnership Agreement is hereby added amended and replaced in its entirety as follows:

7.15 Special Provisions Relating to HUD Project Financing. For so long as HUD is the insurer or holder

(a) If any of the provisions of the Certificate of Limited Partnership, the Limited Partnership Agreement and/or this Second Amendment (collectively, the "Organizational Documents") conflict with the terms of the HUD-insured Note, Security Instrument, or HUD Regulatory Agreement (collectively, the "HUD Loan Documents"), the provisions of the HUD Loan Documents shall control;

(b) No provision required by HUD to be inserted into the Organizational Documents may be amended without HUD's prior written approval;

(c) None of the following will have any force or effect without the prior written consent of HUD:

1. Any amendment that modifies the term of Partnership's existence;

2. Any amendment that triggers application of the HUD previous participation certification requirements (as set forth in Form HUD 2530, Previous Participation Certification, or 24 C.F.R. § 200.210, et seq.);

3. Any amendment that in any way affects the HUD Loan Documents;

4. Any amendment that would authorize any Partner, owner, officer, representative or person, other than the one previously authorized by HUD, to bind the Partnership for all matters concerning the project which require HUD's consent or approval;

5. A change that is subject to the HUD TPA requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1, or that requires a vote of those who control the Partnership; or

((H13000143205 3))

(((H13000143205 3)))

6. Any change in a guarantor of any obligation to HUD (including those obligations arising from violations of the Regulatory Agreement).

(d) The Partnership is authorized to execute a Note and Security Instrument in order to secure a loan to be insured by HUD and to execute the Regulatory Agreement and other documents required by the Secretary in connection with the HUD-insured loan.

(e) Any incoming Partner of the Partnership must as a condition of receiving an interest in the Partnership agree to be bound by 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 partners.

(f) Notwithstanding any other provisions, 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 Regulatory Agreement in a manner satisfactory to HUD.

(g) The key principals of the Partnership identified in the Regulatory Agreement are liable in their individual capacities to HUD to the extent set forth in the Regulatory Agreement.

(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 has designated its General Partner, Talmadge Stuckey, as its official representative for all matters concerning the project that require HUD consent or approval. The signature of this representative 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 three 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, the Partnership will promptly provide HUD with the name of that person and the nature of that person's management authority.

(j) Unless otherwise approved in writing by HUD, the Partnership's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of FHA Project No. 063-11095-REK (the "Project") located in Green Cove Springs, Clay County, Florida, and activities incidental thereto. The Partnership shall not engage in any other business or activity. The Project shall be the sole asset of the Partnership, which shall not own any other real estate other than the aforesaid Project.

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(k) Notwithstanding any provision herein or any other Organizational Documents to the contrary, for so long as the Project is subject to a loan insured by HUD, any obligation of the Partnership to provide indemnification under the Organizational Documents shall be limited to (i) coverage afforded under any liability insurance carried by the Partnership, and (ii) available "surplus cash" of the Partnership as defined in the Regulatory Agreement.

(l) Until funds from a permitted source for payment of indemnification costs are available for payment, the Partnership shall not (a) pay funds to any partners, representatives or persons, or (b) pay the deductible on any indemnification policy for any partners, representatives or persons.

(m) Neither the Partnership nor its Partners, or representatives, shall, without HUD's prior written approval, grant a security interest in any of Partnership's or the Project's assets.

(n) The requirements of this Section 7.15 shall automatically terminate when the Loan is no longer insured or held by HUD.

3. Indemnification. Subsection 1.05(d) of the Partnership Agreement is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding any provision contained herein or in any other document or agreement among the Partners or to which the Partnership is a party, for so long as HUD is the insurer or holder of a mortgage given by the Partnership, the Partnership shall not be responsible for indemnifying any Partner or Person except to the extent (1) mandated by state law, (2) of liability or other insurance coverage maintained by the Partnership for that purpose, or (3) of distributions approved by HUD from Surplus Cash (as that term is defined herein or as otherwise defined in the Regulatory Agreement for Multifamily Housing Projects between the Partnership and HUD) in accordance with the conditions prescribed in the Regulatory Agreement."

4. Management Fees. Section 7.11 of the Partnership Agreement is hereby amended to provide that any management fees respecting the Project will be computed and paid according to HUD requirements.

5. 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 Second Amendment.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original regardless of whether all parties sign the same document. Regardless of the number

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of counterparts, they shall constitute only one agreement. It shall not be necessary in making proof of this Amendment to produce or account for more than one counterpart.

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

General Partner:


Talmadge Stuckey

General Partner:

Reva J. Stuckey

Limited Partner:


Talmadge Stuckey

Limited Partner:

Reva J. Stuckey

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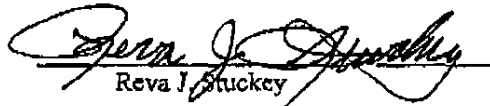
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IN WITNESS WHEREOF, the Partners have caused this Second Amendment to be duly executed as of the day and year first above written.

General Partner:

Talmadge Stuckey

General Partner:

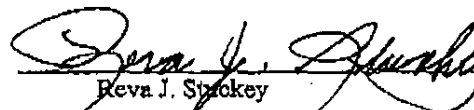


Reva J. Stuckey

Limited Partner:

Talmadge Stuckey

Limited Partner:



Reva J. Stuckey

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