

# A 12660

(Requestor's Name)

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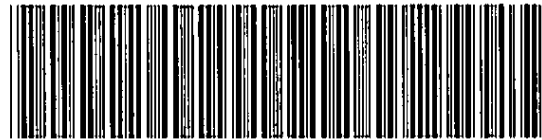
(Business Entity Name)

(Document Number)

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**FILED**

2021 MAR -1 AM 9:01

SECRETARY OF STATE  
TALLAHASSEE, FL

*Amend*

JUN 05 2021

D CUSHING

# STONE & BAXTER, LLP

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February 24, 2021

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

RE: Amendment to Highland Apartments, Ltd.  
Limited Partnership Agreement, Limited Partnership #A12660

Dear Sir:

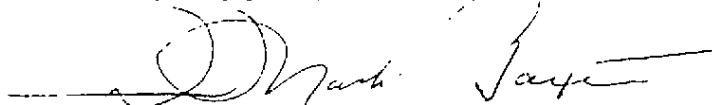
Enclosed please find the following completed forms regarding the above-referenced matter:

1. Cover Letter;
2. Certificate of Amendment to Certificate of Limited Partnership duly signed;
3. Third Amendment to Certificate of Limited partnership and Limited Partnership Agreement; and
4. My firm's check in the amount of \$52.50 for your filing fee.

Please file this Amendment in your records and return it, or a true and correct copy of same, reflecting the recording information to me. I am enclosing a self-addressed, stamped envelope for your use in doing same.

If you have any questions, please don't hesitate to contact me.

Very truly yours,



D. Mark Baxter

DMB:lep  
Enclosures

FILED  
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SECRETARY OF STATE  
TALLAHASSEE, FL

## COVER LETTER

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** HIGHLAND APARTMENTS, LTD.

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:

D. Mark Baxter

Contact Person

Stone & Baxter, LLP

Firm/Company

577 Mulberry Street, Suite 800

Address

Macon, Georgia 31201

City, State and Zip Code

mbaxter@stoneandbaxter.com

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

FILED  
2021 MAR -1 AM 9:01  
SECRETARY OF STATE  
TALLAHASSEE, FL

For further information concerning this matter, please call:

D. Mark Baxter at (478) 750-9898

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

**Mailing Address:**

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

**Street Address:**

Registration Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

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

FILED  
2021 MAR - 1 AM 9:01  
A1160  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

THIS THIRD AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP AND LIMITED PARTNERSHIP AGREEMENT (this "**Third Amendment**") dated as of October 15, 2020, 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 3<sup>rd</sup> 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 State on December 9, 2008, and the Certificate of Limited Partnership and Limited Partnership Agreement were amended by the Partners by way of a certain Second Amendment to Certificate of Limited Partnership and Limited Partnership Agreement dated June 1, 2013, and filed with the Florida Department of State,

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

NOTWITHSTANDING any clause or provision in the AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP AND LIMITED PARTNERSHIP AGREEMENT to the contrary and so long as the United States Department of Housing and Urban Development ("HUD") or a successor or assign of HUD is the insurer or holder of a loan to Highland Apartments, Ltd. ("the HUD-insured Loan") secured by the mortgage on "Highland Apartments", FHA Project No. 063-11150 in Green Cove Springs, Clay County, Florida (the "Project") the following provisions shall apply:

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

**7.15    Special Provisions Relating to HUD Project Financing.**

1. If any of the provisions of the organizational documents conflict with the terms of the HUD-insured Note, Security Instrument, or HUD Regulatory Agreement ("HUD Loan Documents"), the provisions of the HUD Loan Documents shall control.
2. No provision required by HUD to be inserted into the organizational documents may be amended without HUD's prior written approval. Additionally, if there is a conflict between any HUD-required provisions inserted into this Agreement and any other provision of this Agreement, the terms of the HUD-required provisions will govern; and if there is a conflict between any of the

provisions in the Limited Partnership Agreement of Highland Apartments, Lt. and any HUD-required provisions of this Agreement, the HUD-required provisions will govern.

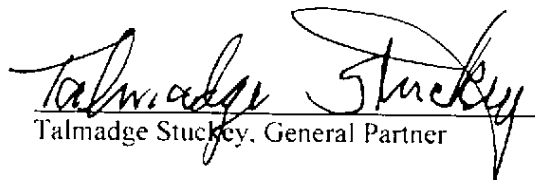
3. Unless otherwise approved in writing by HUD, the Borrower entity's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the Project and activities incidental thereto. Borrower shall not engage in any other business or activity. The Project shall be the sole asset of the Borrower entity, which shall not own any other real estate other than the aforesaid Project.
4. None of the following will have any force or effect without the prior written consent of HUD:
  - a. Any amendment that modifies the term of Borrower's existence;
  - b. Any amendment that triggers application of the HUD previous participation certification requirements (as set forth in Form HUD 2530, Previous Participation Certification, or 24 CFR § 200.210, et seq.);
  - c. Any amendment that in any way affects the HUD Loan Documents;
  - d. Any amendment that would authorize any member, partner, owner, officer or director, other than the one previously authorized by HUD, to bind the Borrower entity for all matters concerning the Project which require HUD's consent or approval;
  - e. A change that is subject to the HUD TPA requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1; or
  - f. Any change in a guarantor of any obligation to HUD (including those obligations arising from violations of the Regulatory Agreement).
5. The Borrower entity 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.
6. Any incoming partner of Borrower must as a condition of receiving an interest in the Borrower entity 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.
7. 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.
8. The key principals of the Borrower being those individuals identified in Section 50 of the Regulatory Agreement are liable in their individual capacities to HUD to the extent set forth in the Regulatory Agreement.
9. The approved Borrower entity shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.
10. The Borrower entity has designated Talmadge Stuckey as its official representative for all matters concerning the Project that require HUD consent or approval. The signature of this representative

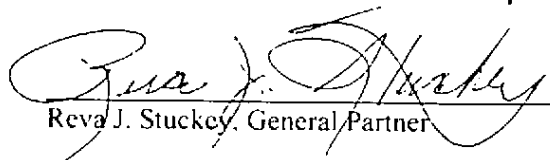
will bind the Borrower entity in all such matters. The Borrower entity may from time to time appoint a new representative to perform this function, but within three business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority with respect to management of the Project, the Borrower entity will promptly provide HUD with the name of that person and the nature of that person's management authority.

11. Notwithstanding any provision in this Partnership Agreement to the contrary, any obligation of the Partnership to provide indemnification under this Partnership Agreement shall be limited to (i) amounts mandated by state law, if any, (ii) coverage afforded under any liability insurance carried by the Partnership and (iii) available "surplus cash" of the Borrower as defined in the Regulatory Agreement. Until funds from a permitted source for payment of indemnification costs are available for payment, the Partnership shall not (a) pay funds to any members, partners, officers and directors, or (b) pay the deductible on an indemnification policy for any members, partners, officers and directors.
12. The Term of the limited partnership is until March 1, 2066.
13. Compensation and Distributions of Project Funds. So long as the Note is insured or held by the Secretary:
  - i. The Borrower shall not make, nor shall any member receive and retain, any distribution of assets or income of any kind from the Project or Project funds, except in accordance with the Regulatory Agreement; and
  - ii. The HUD financial requirements as to cash controls and distributions as set forth in the Regulatory Agreement (including requirements which prohibit distributions more often than annually or semi-annually) shall supersede to the extent they are in conflict with any of the financial provisions of this Partnership Agreement.
  - iii. Neither Borrower, nor its members, managers, partners, officers or directors, shall without HUD's prior written approval, grant a security interest in any of Borrower's or Project's assets (See Regulatory Agreement §36).

The Partnership Agreement is not amended in any other respect. Any conflict between this Amendment and the Partnership Agreement shall be resolved in favor of this Amendment. The execution of this Amendment by the General Partner shall serve as their consent for the Partnership to enter into, and perform, the Loan. This Amendment may be executed in counterparts.

IN WITNESS THEREOF, the Partners have caused this Amendment to be duly executed as of the 15 day of October, 2020.

  
Talmadge Stuckey, General Partner

  
Reva J. Stuckey, General Partner