

**A13060**

Florida Department of State  
Division of Corporations  
Public Access System

Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.**

(((H04000002958 3)))

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

To:

Division of Corporations  
Fax Number : (850) 205-0383

From:

Account Name : ROGERS, TOWERS, BAILEY, ET AL  
Account Number : 076666002273  
Phone : (904) 398-3911  
Fax Number : (904) 396-0663

**A13060**

**LIMITED PARTNERSHIP AMENDMENT**

**CROSSROADS APARTMENTS OF ORLANDO, LTD.**

Certificate of Status	0
Certified Copy	0
Page Count	03
Estimated Charge	\$52.50

Electronic Filing Menu

Corporate Filing

Public Access Help

**A13060**

RECEIVED  
04 JAN 13 AM 11:46  
DIVISION OF CORPORATION  
04 JAN 13 PM 12:02  
SECTION 173 JAL  
TALLAHASSEE FL 32301

FILED

H04000002958

**CERTIFICATE OF AMENDMENT TO  
CERTIFICATE OF LIMITED PARTNERSHIP OF  
CROSSROADS APARTMENTS OF ORLANDO, LTD.**

THE UNDERSIGNED, in order to amend the Certificate of Limited Partnership of Crossroads Apartments of Orlando, Ltd., a Florida limited partnership (the "Partnership") in accordance with Section 620.109, Florida Statutes (2003), certify the following:

1. The name of the Partnership is Crossroads Apartments of Orlando, Ltd.;
2. The Certificate of Limited Partnership was filed August 27, 1982;
3. All of the general and limited partners of the Partnership have unanimously agreed in writing to amend the Partner's Certificate of Limited Partnership to add a new Paragraph 17, reading as follows:

17. Provisions required in connection with loans held or insured by the Department of Housing and Urban Development (HUD):

(a) If any provision of the Certificate of Limited Partnership conflicts with the terms of the note, mortgage, deed or trust or security deed; security agreement held or insured by HUD or the HUD Regulatory Agreement (the "HUD Loan Documents"), the provisions of the HUD Loan Documents will control.

(b) No provision required by HUD to be insured into the Certificate of Limited 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 Certificate of Limited 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 any of the HUD Loan Documents or the Regulatory Agreement between HUD and the Partnership;

(4) Any amendment that would authorize any member other than the General Partners or pre-approved Successor

04 JAN 13 PM 12:02  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

AND  
FILED

H04000002958

H04000002958

General Partners to bind the Partnership for all matters concerning the project which require HUD's consent or approval;

(5) A change in the General Partners or pre-approved Successor General Partners of the Partnership; or

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

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

(e) Any incoming partners must as a condition of receiving an interest in the Partnership agree to be bound by the note, mortgage, deed of trust or security deed, 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 of the same class.

(f) Notwithstanding any other provisions, upon any dissolution, no title or right to possession and control of the property of the Partnership (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 the Secretary.

(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 such partner's possession, which by the provisions of the Regulatory Agreement, the person or entity is not entitled to retain;

(2) Its own acts and deeds, or acts and deeds of others which it 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 person 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 or entity without prior written approval of HUD.

APPROVE  
AND  
SIGN  
04 JAN 13 PM 12:02  
SECRETARY OF THE  
TALLAHASSEE COUNTY

H04000002958

(i) The Partnership has designated either Jack C. Demetree or Fred C. Schramm, Jr. as its official representative for all matters concerning the Project which require HUD consent or approval. The signature of either person 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.

4. Except as specifically modified hereby, the rights and obligations of the General and Limited Partners in the Partnership shall continue to be governed by the terms of the Certificate of Limited Partnership and the Partnership Agreement of the Partnership.

IN WITNESS WHEREOF, the undersigned, constituting all of the general partners of the Partnership have executed this Certificate of Amendment to Certificate of Partnership this 31st day of December, 2003.

WCD CROSSROADS L.L.C.,  
a Florida limited liability company,  
General Partner

By: W. C. Demetree  
Name: WILLIAM C. Demetree  
Title: Manager

JCD CROSSROADS L.L.C.,  
a Florida limited liability company,  
General Partner

By: Jack C. Demetree  
Name: JACK C. DEMETREE  
Title: Manager

04 JAN 13 PM 12:02  
SECRETARY OF STATE  
TALLAHASSEE FL 09107

APPROVED  
AND  
FILED