

Gartner, Brock and Simon

A13506

Requestor's Name
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Jacksonville, FL 32247-0697
City/State/Zip Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Park Place Realty Associates, Ltd. / A13506
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____ (Corporation Name) (Document #) 188802148511--2
-04/11/97--01079--001
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4. _____ (Corporation Name) (Document #)

☐ Walk in ☐ Pick up time _____ ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Name Availability	kwm
Document Examiner	KWM
Updater	KWM
Notary	KWM
Preparer	KWM
Secretary	KWM

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SECOND AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP AND AGREEMENT OF
LIMITED PARTNERSHIP OF PARK PLACE REALTY ASSOCIATES, LTD.

The general partners and the limited partners, through their duly authorized attorney-in-fact, of Park Place Realty Associates, Ltd., a Florida limited partnership (the "Partnership"), desiring to amend that certain Certificate of Limited Partnership and Agreement of Limited Partnership filed with the Florida Secretary of State on November 29, 1982, amended and restated by Amended and Restated Certificate of Limited Partnership and Agreement of Limited Partnership filed on December 6, 1982, and amended by Amendment to Certificate of Limited Partnership and Agreement of Limited Partnership of Park Place Realty Associates, Ltd., dated November 1, 1987 and filed on November 18, 1987, (collectively, the "Certificate"), hereby declare as follows:

(1) Section 2 of the Amended and Restated Certificate of Limited Partnership and Agreement of Limited Partnership is hereby amended by deleting sub-section "(f)" and adding in lieu thereof the following sub-sections:

"(f) To construct, operate, maintain and improve, and to buy, own, sell, convey, assign, mortgage or lease any real estate and any personal property necessary to the operation of the Park Place Apartments located in Clay County, Florida, on the property described on attached Exhibit B."

"(g) To apply for and obtain or cause to be obtained from the Secretary of Housing and Urban Development, hereinafter called the "Secretary," a contract or contracts of mortgage insurance pursuant to the provisions of Section 207, pursuant to Section 223(a)(7) of Title Ii of the Housing Act, as amended, covering bonds, notes and other evidences of indebtedness issued by the partnership and any indenture of mortgage securing the same."

(2) Delete Section 25 of the Certificate and insert in lieu of Section 25 the following:

25. HUD REQUIREMENTS.

(a) So long as the Secretary of The Department of Housing and Urban Development ("Secretary") or the Secretary's successors or assigns is the insurer or holder of the note secured by the mortgage, no amendment to the Partnership Agreement dated as of November 29, 1982 that results in any of the following will have any force or effect without the prior written consent of the Secretary:

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

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

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

(iv) Any amendment that would authorize any partner other than the General Partner or preapproved successor general partner to bind the partnership for all matters concerning the project which require HUD's consent or approval;

(v) Any change in the General Partner or preapproved successor General Partner of the Partnership; or

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

(b) The partnership is authorized to execute a note and mortgage 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 such loan.

(c) 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 FHA insured loan to the same extent and on the same terms as the other partners.

(d) Notwithstanding any other provisions of the Partnership Agreement, 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 who is not bound by the Regulatory Agreement in a manner satisfactory to the Secretary.

(e) Notwithstanding any other provisions of this Partnership Agreement, in the event of a conflict between the terms of this Partnership Agreement and HUD laws, rules, regulations, and the Regulatory Agreement, the terms of the laws, rules, regulations and Regulatory Agreement shall prevail.

(f) So long as the Secretary or the Secretary's successor or assigns is the insurer or holder of the note on the project, the partnership may not be voluntarily dissolved without the prior written approval of the Secretary.

(g) The partners, and any assignee of a partner, agree to be liable in their individual capacities to HUD with respect to

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the following matters:

(i) For funds or property of the project coming into their hands, which by the provisions of the Regulatory Agreement, they are not entitled to retain; and

(ii) For their own acts and deeds, or acts and deeds of others which they have authorized, in violation of the provisions of the Regulatory Agreement.

(3) A new Section 26 is hereby added to the Certificate as follows:

"26. Transfer of Interest. The transfer of any General Partnership interest or the transfer of twenty five percent (25%) or more of a Limited Partnership interest shall be subject to the prior written consent of the Secretary."

(4) This Amendment may be executed in one or more counterparts, and all such counterparts shall together constitute one agreement binding on all the parties hereto, notwithstanding that all parties are not signators to the original hereof or to the same counterpart.

(5) This Amendment shall be governed by and construed and interpreted under the laws of the State of Florida.

In all other respects, the certificate shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have sworn to, executed and delivered this Amendment as of this 9th day of April, 1997.

GENERAL PARTNERS:


Kerry K. Belcher


Leonard C. Todd

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LIMITED PARTNERS

By: [Signature]
Kerry K. Belcher, as
Attorney-in-fact

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was submitted, sworn to and acknowledged before me this 9th day of April, 1997 by Kerry K. Belcher as general partner of Park Place Realty Associates, Ltd., a Florida limited partnership, who is personally known to me or has produced a driver's license as identification.

[Signature]
W. A. BARTNER
MY COMMISSION # CC 668176
Notary Public Expires: June 24, 2000
Name: [Signature]
Bonded Thru Notary Public Underwriting
My Commission Expires:

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was submitted, sworn to and acknowledged before me this 9th day of April, 1997 by Leonard C. Todd as general partner of Park Place Realty Associates, Ltd., a Florida limited partnership, who is personally known to me or has produced a driver's license as identification.

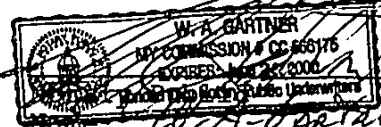
[Signature]
Notary Public
Name: W. A. Gartner
My Commission Expires:

[Signature]
W. A. GARTNER
MY COMMISSION # CC 668176
EXPIRES: June 24, 2000
Bonded Thru Notary Public Underwriting

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STATE OF Florida
COUNTY OF Duval

The foregoing instrument was submitted, sworn to and acknowledged before me this 28 day of April, 1997 by Kerry K. Belcher as Attorney-in-fact for the limited partners of Park Place Realty Associates, Ltd., a Florida limited partnership, who is personally known to me or has produced a driver's license as identification.



My Commission Expires:

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