

**A13605**

Jackie Maxwell  
 Recorder's Name  
 219 Centre Point  
 Address  
 Tallahassee FL 32308  
 City/State/Zip  
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 Phone #

Office Use Only

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

1. ~~Berkshire Manor Apartments, Ltd.~~ ~~A13607~~  
 (Corporation Name) (Document #)
2. ~~Chateau de Ville Apartments, Ltd.~~ ~~A13605~~  
 (Corporation Name) (Document #)
3. ~~J-M Properties III, Ltd.~~ ~~A07495~~  
 (Corporation Name) (Document #)
4. ~~Edgewood Four Seasons, Ltd.~~ ~~A26958~~  
 (Corporation Name) (Document #)

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

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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 checked="" 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

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Examiner's Initials

Certificate of Amendment  
to the  
Certificate of Limited Partnership of  
Chateau de Ville Apartments, Ltd.

The undersigned, Chateau Tallahassee, Inc., the sole general partner of Chateau de Ville Apartments, Ltd. (the "Partnership"), hereby files this Certificate of Amendment for the purposes set forth herein and attests to the following.

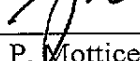
1. The name of the Partnership is "Chateau de Ville Apartments, Ltd." Its Certificate of Limited Partnership was filed with the Secretary of State on December 11, 1982 and assigned document number A13605.

2. Filed herewith is the October 2<sup>nd</sup>, 2002 Amendment to the Limited Partnership Agreement, which becomes effective on the date of this filing.

3. The date of filing of this Certificate of Amendment is October 2<sup>nd</sup>, 2002.

IN WITNESS WHEREOF the undersigned general partner of the Partnership has executed this Certificate of Amendment through its duly authorized officer on October 2<sup>nd</sup>, 2002, for the purposes and intent stated herein.

Chateau Tallahassee, Inc., a Florida  
corporation, as general partner

By:   
John P. Mottice, President

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP OF  
CHATEAU DE VILLE APARTMENTS, LTD., A FLORIDA LIMITED PARTNERSHIP

THIS AMENDMENT TO THE AGREEMENT OF LIMITED PARTNERSHIP OF CHATEAU DE VILLE APARTMENTS, LTD., a Florida limited partnership, is made effective the 2<sup>nd</sup> day of October, 2002;

WITNESSETH:

WHEREAS, CHATEAU DE VILLE APARTMENTS, LTD., a Florida Limited Partnership (the "Partnership") was formed by a Limited Partnership Agreement dated March 31, 1993, as amended (the "Partnership Agreement") and a Certificate of Limited Partnership dated December 13, 1982, recorded in the Office of the Secretary of State of Florida as file number A13605, as amended.

WHEREAS, the Partners have, by majority vote, elected to make certain modifications to the Partnership Agreement as provided herein and have authorized the General Partner to execute this Amendment.

NOW, THEREFORE, the Partnership Agreement is hereby further amended as follows:

1. Section 5 of the Partnership Agreement is hereby deleted in its entirety and the following provision is substituted in lieu thereof:

a. Purpose

The nature of the business and of the purposes to be conducted and promoted by the partnership, is to engage solely in the following activities:

1. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Project.

2. To exercise all powers enumerated in the Limited Partnership Act of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

b. Certain Prohibited Activities

The Partnership shall only incur indebtedness in an amount necessary to refinance, operate and maintain the Project. For so long as any mortgage lien in favor of Lehman Brothers Bank, FSB, or its successors or assigns (the "First Mortgage") exists on any portion of the Project, the Partnership shall not incur, assume, or guaranty any other indebtedness other than customary trade payables and equipment leasing related to the Project. For so long as the First Mortgage

exists on any portion of the Project, the Partnership shall not dissolve or liquidate, or consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety or, except as permitted in the First Mortgage, transfer any of its partnership interests to any entity. For so long as the First Mortgage exists on any portion of the Project, the Partnership will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the partners of the Partnership. For so long as the First Mortgage exists on any portion of the Project, no material amendment to this Partnership Agreement may be made without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Project.

c. Indemnification

Any indemnification of the Partnership's partners shall be fully subordinated to any obligations respecting the Project (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the Partnership in the event that cash flow in excess of amount necessary to pay holders of such obligations is insufficient to pay such obligations.

d. Separateness Covenants

For so long as the First Mortgage exists on any portion of the Project, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in this Partnership Agreement, the Partnership shall conduct its affairs in accordance with the following provisions:

1. It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its partners or affiliates and shall allocate fairly and reasonably any overhead for shared office space.
2. It shall maintain partnership records and books of account separate from those of any affiliate.
3. It shall observe all partnership formalities.
4. It shall not commingle assets with those of any affiliate.
5. It shall conduct its own business in its own name.
6. It shall maintain financial statements separate from any affiliate.
7. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate.

8. It shall maintain an arm's length relationship with any affiliate.
9. It shall not guarantee or become obligated for the debts of any other entity, including any affiliate, or hold out its credit as being available to satisfy the obligations of others.
10. It shall use stationery, invoices and checks separate from any affiliate.
11. It shall not pledge its assets for the benefit of any other entity, including any affiliate.
12. It shall hold itself out as an entity separate from any affiliate.
13. It shall have a corporate general partner which shall be organized to be a single purpose, "bankruptcy remote" entity with organizational documents substantially similar to the organizational documents of the current corporate general partner of the Partnership.

For purpose of this Section 5, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the Partnership including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Partnership, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this Partnership, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

e. Dissolution

Subject to applicable law, dissolution of the Partnership shall not occur so long as the Partnership remains owner of the Project subject to the First Mortgage.

2. Except as expressly set forth herein, the Partnership Agreement is hereby ratified and confirmed and shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned officer of the General Partner of the Partnership has approved and executed this Amendment as of the date and year first above written.

GENERAL PARTNER:

CHATEAU TALLAHASSEE, INC.

Signed, sealed and delivered in  
the presence of:

Sheila M. Smith  
Witness.

Jacqueline J. Maxwell  
Witness

By:

John F. Mottice, President

[CORPORATE SEAL]

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STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of October, 2002, by John P. Mottice, the President of Chateau Tallahassee, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or produced \_\_\_\_\_ as identification.

  
Print Name: SHEILA M. SMITH

NOTARY PUBLIC, State of Florida



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