

A160000000374

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

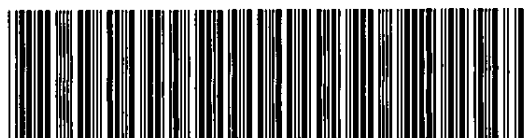
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2016 JUL -5 A 10:51

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RECEIVED
16 JUL 29 AM 11:26

S Warren

AUG 08 2016



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 4, 2016

CAPITAL CONNECTION, INC.

SUBJECT: NEIGHBORHOOD PROPERTY MANAGEMENT LIMITED
PARTNERSHIP
Ref. Number: W16000053048

We have received your document for NEIGHBORHOOD PROPERTY MANAGEMENT LIMITED PARTNERSHIP and your check(s) totaling \$1000.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The limited partnership name designated in the document is not available since it is the same as, or not distinguishable from the name of another entity on file with this office. Please select a new name and make the substitution in all the appropriate places.

The document number of the name conflict is P05000140241 NEIGHBORHOOD PROPERTY MANAGEMENT, INC..

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Stacey M Warren
Regulatory Specialist II

Letter Number: 816A00016410



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 1, 2016

CAPITAL CONNECTION, INC.

SUBJECT: NEIGHBORHOOD MANAGEMENT LIMITED PARTNERSHIP
Ref. Number: W16000053048

We have received your document for NEIGHBORHOOD MANAGEMENT LIMITED PARTNERSHIP and your check(s) totaling \$1000.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The limited partnership name designated in the document is not available since it is the same as, or not distinguishable from the name of another entity on file with this office. Please select a new name and make the substitution in all the appropriate places.

The document number of the name conflict is L07000100940 NEIGHBORHOOD MANAGEMENT LLC.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Stacey M Warren
Regulatory Specialist II

Letter Number: 816A00016017

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Neighborhood Real Property Management

Limited Partnership

Signature _____

Requested by: Seth

Name _____ Date _____ Time _____

Walk-In _____ Will Pick Up _____

____ Art of Inc. File _____
____ LTD Partnership File _____
____ Foreign Corp. File _____
____ L.C. File _____
____ Fictitious Name File _____
____ Trade/Service Mark _____
____ Merger File _____
____ Art. of Amend. File _____
____ RA Resignation _____
____ Dissolution / Withdrawal _____
____ Annual Report / Reinstatement _____
____ Cert. Copy _____
____ Photo Copy _____
____ Certificate of Good Standing _____
____ Certificate of Status _____
____ Certificate of Fictitious Name _____
____ Corp Record Search _____
____ Officer Search _____
____ Fictitious Search _____
____ Fictitious Owner Search _____
____ Vehicle Search _____
____ Driving Record _____
____ UCC 1 or 3 File _____
____ UCC 11 Search _____
____ UCC 11 Retrieval _____
____ Courier _____

**Certificate of Limited Partnership
of the
Neighborhood Real Property Management Limited
Partnership**

FILED
2016 JUL -5 AM 11:50
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

A Florida Limited Partnership

The undersigned does hereby certify that a Florida Limited Partnership Agreement was signed on July 26, 2016, at Lakeland, Florida by AMPM Family Enterprises, LLC herein called the "General Partner" and by the following, hereinafter referred to as the initial "Limited Partners":

Peter J. Maris

Amy E. Maris

WITNESSETH:

The parties hereto, on the date described above, formed a Limited Partnership pursuant to the provisions of the Florida Limited Partnership Act.

1. **Name of the Limited Partnership.** The name of this Limited Partnership is the Neighborhood Real Property Management Limited Partnership
2. **Business.** The Limited Partnership may hold, manage, develop, exchange, and/or lease real estate, buy and sell both real and personal property including options, rights, intangibles and undivided interests in property, hold other investment assets. There is no geographical or jurisdictional restriction upon the location of an investment property or activity. The Limited Partnership may lease property which it owns or needs and may sublease property which it acquires under another lease. It may borrow and lend money, with or without interest or collateral. Furthermore, the Limited Partnership may engage in and/or conduct any lawful business or investment activities.
3. **Principal Office, Principal Place of Business, Records Location and Registered Office.** The location of the principal office, principal place of business and records location of the Limited Partnership is 934 Lake Deeson Point, Lakeland, Florida 33805. The location of the registered office of the Limited Partnership is 402 S. Kentucky Ave., Ste. 660, Lakeland, Florida 33801.
4. **Appointment and Consent to Serve as Registered Agent.** The registered agent for service for this Limited Partnership is Medina Law Group, P.A. whose address is 402 S. Kentucky Ave., Ste. 660, Lakeland, Florida 33801.

I, Daniel Medina, as President of the Medina Law Group, P.A., a Florida Professional Association, accept the appointment as agent of the Neighborhood Real Property Management Limited Partnership upon whom process, notices and demands may be served, whose principal place of business and records are located at the address stated above. I understand that as agent it will be the Medina Law Group, P.A.'s responsibility to receive service of process, to forward mail, and to immediately notify the Office of the Secretary of State in the event of its resignation or of any changes in the Registered Office Address

Medina Law Group, P.A., Registered Agent

Daniel Medina, B.C.S., its President

5. **General Partners.** The General Partner of this Limited Partnership is:
Residence and Mailing Address:
AMPM Family Enterprises, LLC
934 Lake Deeson Point
Lakeland, Florida 33805
6. **Limited Partners.** The Limited Partnership shall also have such Limited Partners as are named in the Limited Partnership Agreement.
7. **Term of the Partnership.** The Partnership shall begin on the date this Certificate of Limited Partnership is filed with the Secretary of State of Florida and shall continue indefinitely, unless sooner dissolved by law or by agreement of all of the remaining partners or unless extended by the agreement of all the remaining partners.
8. **Additional Contributions.** The General Partner has the power to require additional contributions of capital on a *pro rata* basis from each of the Partners, from time to time, upon demand.
9. **Return of Contributions.** No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Limited Partnership. No Limited Partner shall have the right to dissolve or terminate the Limited Partnership except upon the affirmative vote of one hundred percent (100%) in interest of all Partners.
10. **Profits.** All annual net profits of the Limited Partnership may be distributed annually and shall be divided among the Partners in the same proportions as the Partners' then constituted partnership interest, unless retained for the Partnership investment and business activities.
11. **Assignments.** A Limited Partner is prohibited from selling, assigning, transferring, encumbering, or otherwise disposing of any interest in this Limited Partnership, its property, or its assets, without the written consent of all of the Partners, both General and Limited, and only after such Limited Partner gives to the Limited Partnership and other Partners an opportunity

to purchase such interest, as explained in detail in the Limited Partnership Agreement. The assignee, purchaser, or transferee of the whole or any portion of a Limited Partner's interest in the Limited Partnership shall not become a substituted limited partner unless all General and Limited Partners (except the assignor, seller, or transferor) consent thereto. The assignor, seller, or transferor of a Limited Partnership interest shall not have the right to make his or her assignee, purchaser, or transferee a substituted Limited Partner. Furthermore, such assignee, purchaser, or transferee shall not become a substituted Limited Partner unless and until all provisions of the Partnership Agreement are complied with and expressly agreed to.

12. **Additional Limited Partners.** The General Partners may admit additional limited partners with the consent of all the Partners.
13. **Priority Among Limited Partners.** Except as otherwise provided in the Limited Partnership Agreement, no one Limited Partner has priority over another as to the distributions, liquidation, contributions or compensation by way of income or assets of the Limited Partnership. The Limited Partnership Agreement may provide for the issuance of one or more classes of preferred or common limited or general partnership interests. In the event one or more classes of preferred partnership interest is issued by the Limited Partnership, such preferred partnership interests shall have priority over any common partnership interests as to distribution and liquidation rights.
14. **Continuance of Business.** Upon the death, retirement insanity or legal incapacity of the last surviving or serving General Partner, the Limited Partnership shall dissolve unless continued by the remaining Partners and selecting when necessary a new General Partner. If the last surviving or serving General Partner has died, retired and/or becomes incompetent to adequately manage his or her affairs as determined by written affidavits signed and acknowledged by two licensed physicians, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Limited Partnership by selecting a new General Partner.
15. **Property Other Than Cash.** A Limited Partner may not demand property other than cash in return for his contributions.
16. **Amount of Cash and Agreed Value and Description of Other Property Contributed.** The Partners in the Limited Partnership have initially contributed their interest in the property as set forth in Schedules "A" and/or "B" of the Partnership Agreement.

2006-06-05 A 10:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

