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LP/LLP AMENDMENT/RESTATEMENT/CORRECTION
WILDWOOD TOWNEHOMES, LTD.

Certificate of Status	0
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Page Count	10
Estimated Charge	\$105.00

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EXAMINER

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FOURTH AMENDMENT TO
WILDWOOD TOWNEHOMES, LTD.
FIRST AMENDED AND RESTATED AGREEMENT
AND CERTIFICATE OF
LIMITED PARTNERSHIP

THIS FOURTH AMENDMENT TO WILDWOOD TOWNEHOMES, LTD. FIRST AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP (this "Amendment") is entered into as of the 15th day of March, 2011 (the "Effective Date"), by XEBEC, INCORPORATED, a Florida corporation (the "Withdrawing General Partner"), HALLMARK GROUP SERVICES OF ALABAMA, LLC, a Georgia limited liability company (the "Successor General Partner"), and WILDWOOD INVESTMENTS LIMITED PARTNERSHIP, a Michigan limited partnership (the "Limited Partner").

WITNESSETH:

WHEREAS, Wildwood Townehomes, Ltd. (the "Partnership"), is a Florida limited partnership created pursuant to and governed by that certain Certificate and Agreement of Limited Partnership Wildwood Townehomes, Ltd. dated June 1, 1984 and filed with the Secretary of State of Florida on June 22, 1984, as amended and restated by that certain Wildwood Townehomes First Amended and Restated Agreement and Certificate of Limited Partnership dated July 3, 1985 and filed with the Secretary of State of Florida on March 3, 1986, as further amended by that certain Certificate of Amendment filed with the Secretary of State of Florida on November 15, 1991, as further amended by that certain Certificate of Amendment filed with the Secretary of State of Florida on March 30, 1993, and as further amended by that certain Amendment to Certificate of Limited Partnership dated November 4, 1996 and filed with the Secretary of State of Florida on November 20, 1996 (collectively, the "Partnership Agreement and Certificate"); and

WHEREAS, as of the Effective Date, the Withdrawing General Partner has, by separate Transfer and Assignment of General Partner Interest, transferred and assigned all of its right, title and interest as a general partner in the Partnership (the "Partnership Interest") to the Successor General Partner, and the Limited Partner has consented to the same; and

WHEREAS, the Partners desire to amend the Partnership Agreement and Certificate as set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby amend the Partnership Agreement and Certificate as follows:

1. The Withdrawing General Partner hereby withdraws as general partner from the Partnership, and the Successor General Partner is hereby admitted as the General Partner, succeeding to all rights and interests, economic and non-economic, held by the

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Withdrawing General Partner as general partner of the Partnership. The term "General Partner" as used in the Partnership Agreement and Certificate shall mean the "Withdrawing General Partner" through the Effective Date hereof and the "Successor General Partner" from and after the Effective Date hereof. Nothing herein contained shall absolve the Withdrawing General Partner or obligate the Successor General Partner for any obligations, losses, liabilities or claims which may have arisen or accrued prior to the Effective Date of this Amendment; without limiting the foregoing, the Successor General Partner shall have no obligation to make any loans under Section 5.4 (a), (b) or (c) of the Partnership Agreement and Certificate and shall have no liability for any breach of the representations and warranties under Section 5.4 (e) of the Partnership Agreement and Certificate. The Successor General Partner hereby accepts and agrees to be bound by all the terms and provisions of the Partnership Agreement and Certificate, as modified hereby, accruing from and after the Effective Date of this Amendment, all to the same extent and under the same terms as the Withdrawing General Partner prior to the transfer of its Partnership Interest to the Successor General Partner. The Successor General Partner and the Limited Partner hereby elect to continue the business of the Partnership.

2. The Withdrawing General Partner hereby affirms that, to the best of its knowledge, as of the Effective Date there are no outstanding and unpaid loans or other sums (whether now or hereafter due) owed by the Partnership to the Withdrawing General Partner or any of its affiliates, and to the extent there are any such outstanding and unpaid loans or fees or other sums, the Withdrawing General Partner, on behalf of itself and its affiliates, hereby assigns all of its rights to such payments of the same to the Successor General Partner.

3. Section 1 of the Partnership Agreement and Certificate is hereby amended to change the principal office and mailing address of the Partnership to 3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339, or such other location or locations as may from time to time be designated by the Managing General Partner.

4. The definition of "Act" in Section 2 of the Partnership Agreement and Certificate is hereby amended to be the Florida Revised Uniform Limited Partnership Act (2005), as amended from time to time, and, as applicable, any predecessor statute.

5. The definition of "FmHA" in Section 2 of the Partnership Agreement and Certificate is hereby amended to be the United States Department of Agriculture Rural Development.

6. The definition of "Internal Revenue Code" and "Code" in Section 2 of the Partnership Agreement and Certificate is hereby amended to be the Internal Revenue Code of 1986, as amended.

7. As of the Effective Date, the name and business address of the sole General Partner is: Hallmark Group Services of Alabama, LLC, a Georgia limited liability company, 3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339. Hallmark Group Services of Alabama, LLC, a Georgia limited liability company, is registered with the Florida Department of State as required by law, and its status is active. In accord therewith, the definition of "Managing General Partner" in Section 2 of the Partnership Agreement and Certificate is hereby amended to

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delete "Xebec, Incorporated, a Florida corporation" and to insert "Hallmark Group Services of Alabama, LLC, a Georgia limited liability company."

8. Section 5.2 of the Partnership Agreement and Certificate is hereby amended by deleting the first two sentences of paragraph (d) of Section 5.2 and substituting the following in lieu thereof:

"Upon the appointment of a guardian or general conservator for a General Partner or a judicial determination that a General Partner has otherwise become incapable of performing his duties under this Agreement, or upon a General Partner's withdrawal or retirement pursuant to Paragraph 5.2(c) without designating a successor and assigning his Partnership Interest to his successor as permitted herein, his Partnership interest shall not thereby be affected, but he shall become a Limited Partner. Upon the death of a General Partner, or if a General Partner has been dissolved and its business is being wound up, or if a General Partner is adjudicated a bankrupt, or if a General Partner makes an assignment for the benefit of creditors, or if a receiver is appointed for the property or affairs of a General Partner, or upon a General Partner's assignment of his Partnership interest without substituting an assignee as General Partner as permitted herein, or upon any other event by which any other person succeeds to a General Partner's Partnership interest without substituting such successor as General Partner as permitted herein, the General Partner's Partnership interest shall not thereby be affected, but the General Partner or his successor in interest, as applicable, shall become a Limited Partner or an assignee with respect to such Partnership interest, as provided in Section 10.3."

9. Section 8.2 of the Partnership Agreement and Certificate is hereby amended by deleting paragraph (c) of Section 8.2 and substituting the following in lieu thereof:

"(c) any of the events described in paragraph (d) of Section 5.2 with respect to a General Partner (the "terminating General Partner"); provided, however, that the same will not dissolve the Partnership and the business and affairs of the Partnership will not be wound up and liquidated as provided in Section 9 if: (i) there is at least one remaining General Partner (other than the terminating General Partner); or (ii) within ninety (90) days after the occurrence of the subject event, all Partners (excluding the terminating General Partner) consent to continue the activities of the Partnership and admit at least one person or entity as a General Partner for the Partnership, and at least one person or entity is admitted as a General Partner for the Partnership in accordance with such consent."

10. The General Partner is designated as the "tax matters partner" for the Partnership.

11. Section 14.8 of the Partnership Agreement and Certificate is hereby deleted in its entirety.

12. Exhibit A attached to the Partnership Agreement and Certificate is hereby deleted in its entirety, and Exhibit A attached hereto is hereby inserted in lieu thereof.

13. The street and mailing address of the office of the Partnership required to be maintained by Section 620.1114(1)(a) of the Florida Statutes is: 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.

14. The name and address of the Partnership's registered agent required to be maintained by Section 620.1114(1)(b) of the Florida Statutes is: Susan Adams, 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.

15. The Partnership is not a limited liability limited partnership.

16. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Partnership Agreement and Certificate.

17. Except as herein and heretofore specifically amended, the Partnership Agreement and Certificate shall remain and continue in full force and effect.

18. In the event of a conflict between any provision of this Amendment and any provision in the Partnership Agreement and Certificate, the provisions of this Amendment shall control.

19. The parties shall cooperate reasonably with each other in connection with any steps required to be taken as part of their respective obligations under this Amendment, and shall execute and deliver to each other such other documents and do such other acts and things, all as any other party may reasonably request for the purpose of carrying out the intent of this Amendment.

20. This Amendment is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Amendment or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. In the event that any provision of this Amendment or the application thereof shall be invalid or unenforceable, the Partners agree to negotiate (on a reasonable basis) a substitute valid or enforceable provision providing for substantially the same effect as the invalid or unenforceable provision.

21. This Amendment contains the entire understanding between and among the parties and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Amendment.

22. It is the intention of the parties that all questions with respect to the construction, enforcement and interpretations of this Amendment and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State in which the Partnership is

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formed, without regard to principles of conflicts of laws.

23. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. This Amendment may be executed as facsimile originals and each copy of this Amendment bearing the facsimile transmitted signature of any party's authorized representative shall be deemed an original.

24. The Recitals are incorporated herein and made a part hereof.

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IN WITNESS WHEREOF, the parties hereto have executed and sealed this Amendment as of the Effective Date.

**WITHDRAWING GENERAL
PARTNER:**

XEBEC, INCORPORATED, a Florida
corporation

By: *Martin H. Petersen*

Title: *President*

[CORPORATE SEAL]

**SUCCESSOR GENERAL
PARTNER:**

HALLMARK GROUP SERVICES OF
ALABAMA, LLC, a Georgia limited
liability company

By: _____ (SEAL)
Martin H. Petersen, as Manager

SIGNATURES CONTINUE ON NEXT PAGE

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[SIGNATURES CONTINUE FROM PRIOR PAGE]

LIMITED PARTNER:

**WILDWOOD INVESTMENTS
LIMITED PARTNERSHIP, a Michigan
limited partnership**

By: CMJ Associates, Inc., its general
partner

By: *Carol Richard*
Carol Richard, President


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ACKNOWLEDGMENT OF REGISTERED AGENT

Having been named to accept service of process and serve as registered agent for Wildwood Townehomes, Ltd., at the registered office located at 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607, the undersigned hereby accepts to act in this capacity, and agrees to comply, in such capacity, with the applicable provisions of Sections 620.1114, 620.1115, 620.1116, and 620.1117 of the Florida Statutes.



SUSAN ADAMS

DATED: 3/1, 2011.

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TALLAHASSEE, FLORIDA

WILDWOOD TOWNEHOMES, LTD.

EXHIBIT A

<u>NAME AND ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>PARTNERSHIP PERCENTAGES</u>	<u>RESIDUAL PERCENTAGES</u>
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GENERAL PARTNER

Hallmark Group Services of Alabama, LLC 3111 Paces Mill Road Suite A-250 Atlanta, GA 30339	\$100.00	5.00%	40.00%
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LIMITED PARTNER

Wildwood Investments Limited Partnership <i>c/o Central Michigan Investments P.O. Box 799 Cedar Springs, MI 49319</i>	\$190,095	95.00%	
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