

A18425

Florida Department of State
Division of Corporations
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.

(((H12000150722 3)))



H120001507223ABCU

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) 517-6383

From:
Account Name : BROAD AND CASSEL (BOCA RATON)
Account Number : 076376001555
Phone : (561) 483-7000
Fax Number : (561) 483-7321

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: nlewis@mckinley.com

LP/LLP AMENDMENT/RESTATEMENT/CORRECTION
SUN POINTE LIMITED PARTNERSHIP

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$52.50

RECEIVED

12 JUN -6 PM 10:29

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

12 JUN -6 AM 7:55

FILED

Electronic Filing Menu

Corporate Filing Menu

Help

B. BOSTICK

JUN - 7 2012

EXAMINER

JUN. 6. 2012 4:33PM

NO. 6445 P. 2

Fax Audit No. H12000150722 3

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

Sun Pointe Limited Partnership

Insert name currently on file with Florida Department of State

Pursuant to the provisions of section 620.1202, Florida Statutes, this Florida limited partnership or limited liability limited partnership, whose certificate was filed with the Florida Department of State on December 3, 1984, assigned Florida document number A18425, adopts the following certificate of amendment to its certificate of limited partnership.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited partnership or limited liability limited partnership here:

New name must be distinguishable and contain an acceptable suffix.

Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.

Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP.

B. If amending mailing address and/or principal office address, enter new mailing address and/or principal office address here:

New Principal Office Address:
(Must be STREET address)

New Mailing Address:
(May be post office box)

C. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

City, Florida Zip Code

JUN. 6. 2012 4:33PM

NO. 6445 P. 3

Fax Audit No. H12000150722 3

New Registered Agent's Signature. If changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

If Changing Registered Agent, Signature of New Registered Agent

D. If amending the general partner(s), enter the name and business address of each general partner being added or removed from our records:

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

E. If the limited partnership or limited liability limited partnership is amending its "limited liability limited partnership" status, enter change here:

- ☐ This Limited Partnership hereby elects to be a "Limited Liability Limited Partnership."
- ☐ This Limited Partnership hereby removes its "Limited Liability Limited Partnership" status.

(NOTE: If adding or removing "limited liability limited partnership" status, all general partners must sign this amendment.)

12 JUN -6 AM 7:55

FILED

RECORDS SECTION
TALLAHASSEE, FLORIDA

Fax Audit No. H12000150722 3

F. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*See attached Exhibit A

Effective date, if other than the date of filing:

*(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)*Signature(s) of a general partner or all general partners*:

(*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, P.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)

McKinley Associates, Inc.

By:

ALBERT M. BERRIZ, PRESIDENTSignature(s) of all new or dissociating general partner(s), if any:

Filing Fee:	\$52.50
Certified Copy (optional):	\$52.50
Certificate of Status (optional):	\$8.75

FILED
12 JUN -6 AM 7:55
RECORDS OF STATE
TALLAHASSEE, FLORIDA

JUN. 6. 2012 4:34PM

Fax Audit No. H12000150722 3

NO. 6445 P. 5

12 JUN -6 AM 7:56
TALLAHASSEE, FLORIDA

**EXHIBIT A TO CERTIFICATE OF AMENDMENT
TO CERTIFICATE OF LIMITED PARTNERSHIP
OF SUN POINTE LIMITED PARTNERSHIP**

1. Article SIXTH of the Sixth Amended and Restated Certificate of Limited Partnership, filed with the Florida Secretary of State on September 23, 2004, is hereby deleted in its entirety and replaced with the following Article SIXTH:

"SIXTH - TERM

The duration of the Partnership is perpetual. The Partnership shall continue in existence until the Partnership is dissolved and its affairs wound up in accordance with the Florida Revised Uniform Limited Partnership Act of 2005 or the Partnership's Agreement, as amended; provided, however, notwithstanding anything contained herein to the contrary, the Partnership shall continue in existence until at least ten (10) years after the term of the HUD Loan Documents."

2. Article SEVENTH of the Sixth Amended and Restated Certificate of Limited Partnership, filed with the Florida Secretary of State on September 23, 2004, is hereby deleted in its entirety and replaced with the following Article SEVENTH:

"SEVENTH - HUD PROVISIONS

As used herein, the "Project" means the project located at 1250 Woodcrest Drive, Daytona, Florida, now known as Sun Pointe Apartments, FHA Project No. 067-11164, as designated from time to time in the records of the Federal Housing Commissioner. The provisions of this Article SEVENTH shall be in effect only for so long as the Project is subject to a mortgage loan which is insured or held by the Secretary of Housing and Urban Development ("HUD"), after which this Article SEVENTH shall automatically terminate.

13.1 If any of the provisions of the Partnership's organizational documents conflict with the terms of the HUD-insured Note (the "Note"), the Mortgage securing the Note (the "Security Instrument"), or the Regulatory Agreement for Multifamily Projects executed between the Partnership and HUD (the "Regulatory Agreement") (collectively, the "HUD Loan Documents"), the provisions of the HUD Loan Documents shall control.

13.2 So long as HUD is the insurer or holder of the Note, no provision required by HUD to be inserted into this Agreement, or any other organizational documents of the Partnership, may be amended without HUD's prior written approval.

13.3 None 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's existence;

Fax Audit No. H12000150722 3

10710408.3

Fax Audit No. H12000150722 3

2. Any amendment that activates the requirement that a HUD previous participation certification (as set forth in Form HUD-2530, Previous Participation Certification, or 24 C.F.R. § 200.210 et seq.) be obtained from any additional partner;
3. Any amendment that in any way affects the HUD Loan Documents;
4. Any amendment that would authorize any partner, other than the one previously authorized by HUD, to bind the Partnership for all matters concerning the Project which require HUD's consent or approval;
5. Any change that is subject to the HUD Transfer of Physical Assets requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1, or that requires a vote of those who control the Partnership; or
6. Any change in a guarantor of any obligation to HUD (including those obligations arising from violations of the Regulatory Agreement).

13.4 The Partnership is authorized to execute the Note and the Security Instrument in order to secure a loan to be insured by HUD (the "HUD-Insured Loan"); to execute the Regulatory Agreement and other documents required by HUD in connection with the HUD-Insured Loan; and to comply with the requirements of HUD's mortgage insurance program.

13.5 Any incoming partner of the Partnership must as a condition of receiving an interest in the Partnership agree to be bound by the HUD Loan Documents and all other documents required in connection with the HUD-Insured Loan to the same extent and on the same terms as the other partners.

13.6 Notwithstanding any other provisions of this 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 HUD.

13.7 The key principals of the Partnership identified in the Regulatory Agreement are liable in their individual capacities to HUD to the extent set forth in the Regulatory Agreement.

13.8 The Partnership shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.

13.9 The Partnership has designated Albert M. Berriz as its official representative for all matters concerning the Project that require HUD consent or approval. The signature of this representative 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 three (3) business days of doing so, will provide HUD with written notification of the name, address, and telephone number of the new representative. When any person other than the person identified herein has full or partial authority with respect to 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.

Fax Audit No. H12000150722 3

FILED
JUN 6 AM 7:56
STATE OF FLORIDA

Fax Audit No. H12000150722 3

13.10 Unless otherwise approved in writing by HUD, the Partnership's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the Project, and activities incidental thereto. The Partnership shall not engage in any other business or activity. The Project shall be the sole asset of the Partnership, which shall not own any other real estate other than the Project.

13.11 Notwithstanding any provision in this Agreement or any other organizational document of the Partnership to the contrary, for so long as the Project is subject to a loan insured or held by HUD, any obligation of the Partnership to provide indemnification thereunder shall be limited to (i) coverage afforded under any liability insurance carried by the Partnership and (ii) available "surplus cash" of the Partnership as defined in the Regulatory Agreement. Until funds from a permitted source for payment of indemnification costs are available for such payment, the Partnership shall not (a) pay funds to any partners, or (b) pay the deductible on an indemnification insurance policy for any partners.

13.12 Neither the Partnership, nor its partners, shall, without HUD's prior written approval, grant a security interest in any of the Partnership's or the Project's assets."

RECEIVED
12 JUN -6 AM 7:56
DEPARTMENT OF ST. J.
TALLAHASSEE, FLORIDA