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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

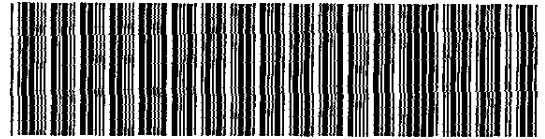
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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FILING DIVISION

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

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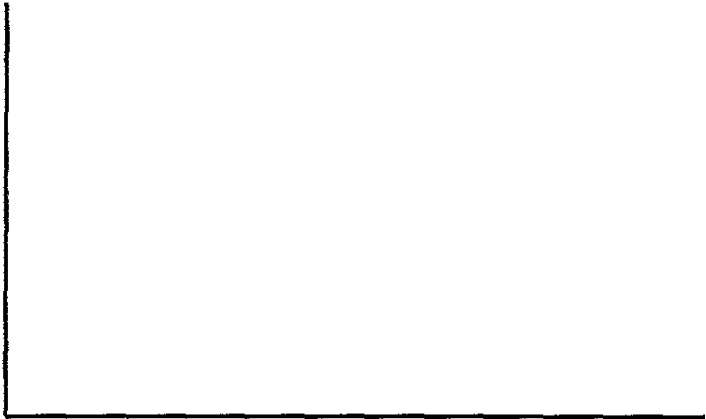
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A19095
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Capitol Services, Inc.

2750 Old St. Augustine Rd., N-145

Tallahassee, FL 32301 (850) 878-4734
Kathi or Brent



Office Use Only

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

1. Fernandina Beach R.R. V, Ltd. 19095
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

Walk in Pick up time 30 3/29/06

Certified Copy

Mail Out Will wait Photocopy Certificate of Status

NEW FILINGS

- Profit
- Not for Profit
- Limited Liability
- Domestication
- Other

AMENDMENTS

- Amendment
- Resignation of R.A., Officer/Director
- Change of Registered Agent
- Dissolution/Withdrawal
- Merger

OTHER FILINGS

- Annual Report
- Fictitious Name

REGISTRATION/QUALIFICATION

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

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 TALLAHASSEE, FL
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Examiner's Initials

**AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
FERNANDINA BEACH RRH, LTD.**

Pursuant to the provisions of Section 620.109, Florida Statutes, this Florida limited partnership, whose Certificate was filed with the Florida Department of State on the 11th day of February, 1985, as further amended by that certain **Amended and Restated Certificate and Agreement of Limited Partnership** dated April 10, 1987 and filed with the Secretary of State of the State of Florida on December 24, 1987; adopts the following Certificate of Amendment to its Certificate of Limited Partnership.

1. The General Partner's name and address is as follows:

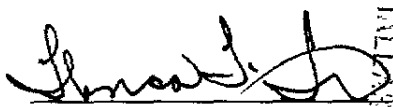
CSA, LLC
516 Lakeview Road, Unit 8
Clearwater, Florida 33756

65-101169

2. The remainder of the Partnership's Certificate, as amended, remains in full force and effect.
3. The Amendment to the Amended and Restated Agreement and Certificate of Limited Partnership pursuant to Exhibit A is attached hereto.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Certificate as to the 28th day of March 2006.

By: **CSA, LLC**
A Florida Limited Company
SOLE GENERAL PARTNER

By: 
Thomas F. Flynn, Manager

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
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Exhibit A

AMENDMENT TO
AMENDED AND RESTATED AGREEMENT AND CERTIFICATE
OF LIMITED PARTNERSHIP FOR
FERNANDINA BEACH R.R.H., LTD.

THIS AMENDMENT TO AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP FOR FERNANDINA BEACH R.R.H., LTD. ("Amendment"), is made and entered into effective as of the 28 day of March, 2006, by and among HENRY E. TURNEY, STEVEN H. GRAY, and TRI-COUNTY BUILDERS COMPANY (not Inc.), a Florida general partnership, as withdrawing general partners (collectively, the "Withdrawing General Partners"), ARROWHEAD ASSOCIATES, L.P., a New York limited partnership, as the Limited Partner (the "Limited Partner"), and CSA LLC, a Florida limited liability company, as the new substitute general partner (the "Substitute General Partner").

WITNESSETH:

WHEREAS, FERNANDINA BEACH R.R.H., LTD. (the "Partnership") was formed as a Florida limited partnership pursuant to a **Limited Partnership Agreement and Certificate** filed with the Secretary of State of the State of Florida on February 11, 1985 (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended by that certain **Amended and Restated Limited Partnership Agreement and Certificate** dated April 10, 1987 and filed with the Secretary of State of the State of Florida on December 24, 1987 (the Original Agreement, as amended, is hereinafter collectively referred to as the "Partnership Agreement"); and

WHEREAS, each of the Withdrawing General Partners is transferring a portion of its right, title and interest as a General Partner in the Partnership to the Substitute General Partner and is converting the remainder of its interest into the interest of a Special Limited Partner, as of the effective date hereof; and

WHEREAS, the parties hereto wish to enter into this Amendment for the purposes of setting forth each party's consent to all of the following: (i) having each of the Withdrawing General Partners transfer a portion of its interest in the Partnership to the Substitute General Partner; (ii) having each of the Withdrawing General Partners withdraw as an individual General Partner; (iii) having CSA LLC admitted as the new and sole General Partner; (iv) converting each of the Withdrawing General Partners into a Special Limited Partner; and (v) amending the Partnership Agreement as set forth below.

(All references to sections below shall be to the Partnership Agreement):

NOW, THEREFORE, IT IS HEREBY AGREED and the Partnership Agreement is hereby amended and superseded as follows:

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(1) Section 1.3, *Name, Office and Place of Business*, shall be amended by replacing the designation of the principal place of business of the Partnership with:

*516 Lakeview Road, Unit 8
Clearwater, Florida 33756-3302*

(2) Section 1.8, *General Partner; Limited Partner*, shall be amended by amending and restating the first sentence of the Section and replacing it as follows:

"The General Partner of the Operating Partnership shall be CSA LLC, a Florida limited liability company, having its office at 516 Lakeview Road, Unit 8, Clearwater, Florida 33756-3302 (the "General Partner") or any Successor General Partner admitted pursuant to this Agreement."

(3) Section 2.6 is hereby amended and restated as follows:

"General Partner shall mean CSA LLC, a Florida limited liability company, the General Partner of the Operating Partnership, or any Successor General Partner admitted pursuant to the terms of this Agreement."

(4) A new Section 2.16 is hereby added in Article II to set forth the definition of "Special Limited Partner" as follows:

"Section 2.16 Special Limited Partner shall mean a former General Partner in the case of the withdrawal of such General Partner, or the legal representative of a former General Partner in the case of the adjudication of bankruptcy, death, adjudication of incompetency or dissolution of such General Partner."

(5) Section 9.7, *Sale or Refinancing*, shall be amended by amending and restating the Section and replacing it as follows:

"Section 9.7 Sale or Refinancing. Notwithstanding any other provision of this Agreement, but subject to the rules and regulations of any applicable Government Agency, the proceeds to the Operating Partnership arising from the refinancing, sale or other disposition of the Project or all or part of the Operating Partnership Interests relating thereto, to the extent available, shall be applied as follows:

FIRST, to the payment of the debts and liabilities of the Operating Partnership including expenses of such sale or refinancing;

SECOND, in the case of a sale, to the establishment of reasonable reserves necessary to meet contingent liabilities;

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TALLAHASSEE, FLORIDA
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THIRD, to the payment of debts, liabilities and obligations of the Operating Partnership to the Partners;

FOURTH, to the Limited Partner in the amount of \$152,500;

FIFTH, to the Special Limited Partners in the amount of \$14,900, to be allocated equally among the Special Limited Partners; and

SIXTH, any remaining balance shall be allocated fifty percent (50%) to the Limited Partner, forty five percent (45%) to the Special Limited Partners (to be allocated equally among the Special Limited Partners), and five percent (5%) to the General Partner.

PROVIDED, HOWEVER, that notwithstanding any provision of this Section 9.7 to the contrary, in no event shall the General Partner be entitled to receive more than five percent (5%) of the total distributions under this Section 9.7, and any distributions in excess of that amount that would otherwise be distributed to the General Partner shall instead be distributed to the Special Limited Partners."

(6) A new Section 9.14 is hereby added to Article IX of the Partnership Agreement, as follows:

"9.14 Interest of General Partners. Notwithstanding any provision of this Agreement to the contrary, at no time shall the General Partner own or hold more than a five percent (5%) in either the profits or the capital of the Partnership."

(7) A new Section 11.6 is hereby added to Article XI of the Partnership Agreement as follows:

"Section 11.6. Special Limited Partner. Upon the bankruptcy, withdrawal, death, dissolution or adjudication of incompetence of a General Partner, such General Partner shall immediately cease to be a General Partner and its Interest (or the remaining portion of its Interest, if any, not sold, transferred or assigned to a Successor General Partner under Section 11.1, as the case may be) shall without further action be converted to a Special Limited Partner Interest. A Special Limited Partner shall have no responsibility for, and no right to participate in the management of the Partnership business, but shall retain its rights (to the extent not sold, transferred or assigned to a successor General Partner under Section 11.1) with respect to its capital account, profits, losses, gains, credits, and cash distributions as if it had remained a General Partner. "

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(8) Exhibit "A" of the Partnership Agreement is hereby amended and restated in the form of Exhibit "A" attached hereto.

(9) Upon their withdrawal as the General Partners, the Withdrawing General Partners are each transferring a portion of their interest in the Partnership that in the aggregate are comprised of (1) all management rights in the Partnership provided to the general partners, (2) to the extent allocable to the General Partners under the Partnership Agreement, the rights to receive the allocation of up to, but not more than, 5% of any Partnership tax item, including the right to receive up to, but not more than, 5% of each item of Partnership taxable income, profit, loss, gain or credit, (3) to the extent allocable to the General Partners under the Partnership Agreement, the rights to receive up to, but not more than, 5% of any distributions from the Partnership to its partners, and (4) that portion of Sellers' capital account in the Partnership that, in the aggregate, is up to, but not more than, 5% of the total Partnership capital (collectively, the "Assigned Interests") as a General Partner or otherwise, to the Substitute General Partner. The remaining portion of each Withdrawing General Partner's interest in the Partnership, if any, comprised of (1) any and all rights to receive more than 5% of any item of Partnership taxable income, profit, loss, gain or credit, (2) any and all rights to receive more than 5% of any distributions from the Partnership to its partners, and (3) that portion of Sellers' capital accounts in the Partnership that, in the aggregate, represents more than 5% of the total Partnership capital (collectively, the "Retained Interests"), is hereby converted into the interest of a Special Limited Partner under new Section 11.6 of the Partnership Agreement added pursuant to this Amendment.

(10) All capitalized terms used herein and not defined shall have the meaning given to them in the Partnership Agreement.

(11) In all other respects the Partnership Agreement is hereby ratified and confirmed by the undersigned parties. By executing this Amendment below, all the undersigned parties do give their consents and approvals to all matters contained herein and in the Partnership Agreement and the Amendment for which consent and approval are required under the terms of the Partnership Agreement.

(12) By signing this Amendment, all parties below hereby consent to the simultaneous transfer of a portion of each Withdrawing General Partners' interest in the Partnership to the Substitute General Partner, the withdrawal of each of the Withdrawing General Partners as an individual General Partner, the conversion of each Withdrawing General Partner to a Special Limited Partner, and the admission of CSA LLC as the new sole General Partner of the Partnership, all as described herein, and the other amendments to the Partnership Agreement set forth herein.

IN WITNESS WHEREOF, the parties have subscribed and sworn to this agreement as of the date first written above.

WITNESSES:

SUBSTITUTE GENERAL PARTNER:

CSA LLC, a Florida limited liability company

Nancy R. Poling
Linda Sellen
As to CSA LLC (Mr. Flynn, Manager)

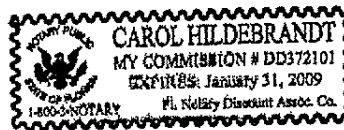
By: Thomas F. Flynn
Thomas F. Flynn, Manager

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 28 day of March, 2006 before me, the undersigned, a Notary Public of said state, duly commissioned and sworn, personally appeared before me, **Thomas F. Flynn**, as Manager of **CSA LLC**, who is personally known to me to be the individual executing delivery of the foregoing instrument and acknowledged to me that he executed and delivered the same as Manager of **CSA LLC**, as Substitute General Partner of the Partnership, and for the purposes therein contained.

IN WITNESS HEREOF, I hereunto set my hand and affixed my seal on the date and year first written above.

Carol Hildebrandt
Notary Public
Print Name: Carol Hildebrandt
Commission No: DD 372157
My Commission Expires: 1/31/09



2006 MAR 30 PM 4: 29
NOTARY OF STATE
PINELLAS COUNTY

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WITHDRAWING GENERAL PARTNERS:

Gwenda Sue Butler
~~Gwenda Sue Butler~~
Ada M. Snellgrove
As to Mr. Turney ~~Ada M. Snellgrove~~

Henry E. Turney
HENRY E. TURNEY

Beverly J. Hernandez
~~Beverly J. Hernandez~~
Susan C. Bringle
As to Mr. Gray ~~SUSAN C. BRINGLE~~

Steven H. Gray
STEVEN H. GRAY

TRI-COUNTY BUILDERS COMPANY (not Inc.), a Florida general partnership

Gwenda Sue Butler
~~Gwenda Sue Butler~~
Ada M. Snellgrove
As to Tri-County (Mr. Curtis, General Partner)

By: John M. Curtis
John M. Curtis, General Partner

Gwenda Sue Butler
~~Gwenda Sue Butler~~
Ada M. Snellgrove
As to Tri-County (Ms. Curtis, General Partner)

By: Gail W. Curtis
Gail W. Curtis, General Partner

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TALLAHASSEE, FLORIDA
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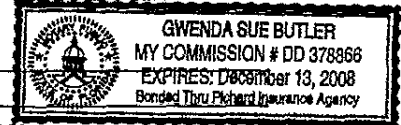
STATE OF Florida
COUNTY OF Manatee

On this 30th day of November, 2005, before me, the undersigned, a Notary Public of said state, duly commissioned and sworn, personally appeared before me, Henry E. Turney, as a Withdrawing General Partner, who is personally known to me or produced _____ as identification, who executed and delivered the foregoing instrument and acknowledged to me that Withdrawing General Partner executed and delivered the same as Withdrawing General Partner, and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my seal on the date and year first written above.

Gwenda Sue Butler

Notary Public
Print Name: _____
Commission No: _____
My Commission Expires: _____

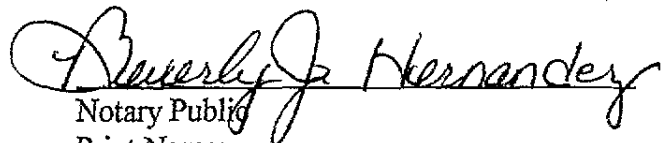


STATE OF Florida
COUNTY OF Marion

On this 15 day of December, 2005, before me, the undersigned, a Notary Public of said state, duly commissioned and sworn, personally appeared before me, **Steven H. Gray**, as a Withdrawing General Partner who is personally known to me or produced _____ as identification, who executed and delivered the foregoing instrument and acknowledged to me that Withdrawing General Partner executed and delivered the same as Withdrawing General Partner, and for the purposes therein contained.

IN WITNESS HEREOF, I hereunto set my hand and affixed my seal on the date and year first written above.

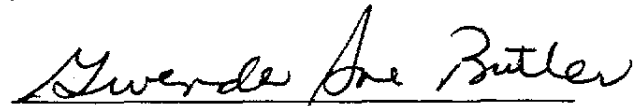
BEVERLY J. HERNANDEZ
Notary Public, State of Florida
My comm. expires May 16, 2008
Comm. No. DD 294643


Notary Public
Print Name: _____
Commission No: _____
My Commission Expires: _____

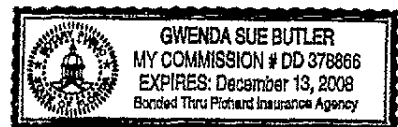
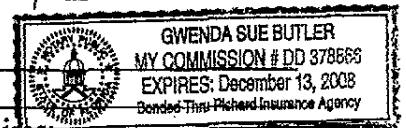
STATE OF Florida
COUNTY OF Alachua

On this 30th day of November, 2005, before me, the undersigned, a Notary Public of said state, duly commissioned and sworn, personally appeared before me, **John M. Curtis**, as a General Partner of **Tri-County Builders Company (not Inc.)**, a Florida general partnership, as a Withdrawing General Partner, who is personally known to me or produced _____ as identification, who executed and delivered the foregoing instrument and acknowledged to me that authorized representative executed and delivered the same as a Withdrawing General Partner, and for the purposes therein contained.

IN WITNESS HEREOF, I hereunto set my hand and affixed my seal on the date and year first written above.



Notary Public
Print Name: _____
Commission No: _____
My Commission Expires: _____



STATE OF Florida
COUNTY OF Hackney

On this 30th day of November, 2005, before me, the undersigned, a Notary Public of said state, duly commissioned and sworn, personally appeared before me, **Gail W. Curtis**, as a General Partner of **Tri-County Builders Company (not Inc.)**, a Florida general partnership, as a Withdrawing General Partner, who is personally known to me or produced as identification, who executed and delivered the foregoing instrument and acknowledged to me that authorized representative executed and delivered the same as a Withdrawing General Partner, and for the purposes therein contained.

IN WITNESS HEREOF, I hereunto set my hand and affixed my seal on the date and year first written above.

Gwenda Sue Butler

Notary Public
Print Name: _____
Commission No: _____
My Commission Expires _____



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WITNESSES:

LIMITED PARTNER:

ARROWHEAD ASSOCIATES, L.P.,
a New York limited partnership

By: First Stratford Corporation,
a New York corporation,
its General Partner

Rose Galt
Charlotte Costa
As to Limited Partner

By: Leora Amour
Print Name: LEORA AMOUR
Title: CFO

2006 MAR 30 PM 11:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED

STATE OF NY
COUNTY OF NASSAU

On this 29th day of Nov, 2005, before me, the undersigned, a Notary Public of said state, duly commissioned and sworn, personally appeared before me, Leora Amour, as authorized representative of First Stratford Corporation, a New York corporation, as General Partner of the Limited Partner, who is personally known to me or produced _____ as identification, who executed and delivered the foregoing instrument and acknowledged to me that authorized representative executed and delivered the same as the Limited Partner, and for the purposes therein contained.

IN WITNESS HEREOF, I hereunto set my hand and affixed my seal on the date and year first written above.

Carol Stevens
Notary Public
Print Name: _____
Commission No: _____
My Commission Expires: _____

CAROL STEVENS
Notary Public, State of New York
No. 4883087
Qualified in Nassau County
Commission Expires 1/20/07