

A19162

Capitol Services, Inc.

1406 Hays St., Suite 2

Tallahassee, FL 32301

(850) 878-4734
Kathi or Brent

Office Use Only

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

1. Woodcliff Apartments, Ltd. A19162
(Corporation Name) (Document #)
2. (GP-202-10816)
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

☒ Walk in ☒ Pick up time 6/27

☒ Certified Copy *Please affix filing info on all pages.*

☐ Mail Out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability

AMENDMENTS

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

REGISTRATION/QUALIFICATION

- ☐ Foreign 100006065081--8
☐ Limited Partnership -06/27/02--01045--007
☐ Reinstatement ****105.00 ****105.00
☐ Trademark
☐ Other

☐ Domestication	
Name	Availability
Other	
<u>OTHER FILINGS</u>	
Document Examiner	DCC
☐ Annual Report	
Updater	DCC
☐ Fictitious Name	
Updater	DCC
Verifier	DCC
Acknowledgement	DCC
W. P. Verifier	DCC

CR2E031(7/97)

Examiner's Initials

A19162

**AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
WOODCLIFF APARTMENTS, 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 20th day of February, 1985, as further amended and filed on the 2nd day of September, 1994 in the office of the Secretary of State of Florida; adopts the following Certificate of Amendment to its Certificate of Limited Partnership.

1. The General Partner's name and address is as follows:
Woodcliff, LLC
516 Lakeview Road, Unit 8
Clearwater, Florida 33756
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 of Limited Partnership pursuant to Exhibit A is attached hereto.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Certificate as to the 26th day of June 2002.

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

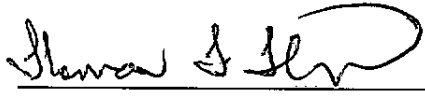
By: 
Thomas F. Flynn, Manager

Exhibit A

AMENDMENT TO
AMENDED AND RESTATED CERTIFICATE AND
AGREEMENT OF LIMITED PARTNERSHIP FOR
WOODCLIFF APARTMENTS, LTD.

THIS AMENDMENT TO AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP FOR WOODCLIFF APARTMENTS LTD. ("Amendment"), is made and entered into effective as of the 26 day June, 2002, by and among THOMAS F. FLYNN, as withdrawing General Partner (the "Withdrawing General Partner"), DR. JAMES P. GILLS, as Limited Partner (the "Limited Partner") and WOODCLIFF, LLC, a Florida limited liability company, as the new substitute general partner (the "Substitute General Partner").

WITNESSETH:

WHEREAS, WOODCLIFF APARTMENTS, LTD. (the "Partnership") was formed as a Florida limited partnership pursuant to a Certificate of Limited Partnership filed with the Secretary of State of the State of Florida on February 20, 1985 (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended by that certain Amended and Restated Certificate and Agreement of Limited Partnership filed with the Secretary of State of the State of Florida on September 2, 1994 (the Original Agreement, as amended, is hereinafter collectively referred to as the "Partnership Agreement"); and

WHEREAS, the Withdrawing General Partner is transferring all of his right, title and interest as the General Partner in the Partnership to the Substitute General Partner, as of the effective date herewith; 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 Thomas F. Flynn transfer his interest in the Partnership to the Substitute General Partner; (ii) having Thomas F. Flynn withdraw as an individual General Partner; (iii) having Woodcliff, LLC admitted as the new and sole General Partner; and (iv) 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:

(1) The introductory numbered paragraphs 2, 3, 4 and 5 preceding Article I of the Agreement shall be amended and restated in their entirety and replaced with the following:

2. *The address of the office of the Partnership is 516 Lakeview Road, Unit 8, Clearwater, Florida 33756-3302.*

3. *The name and address of the agent for service of process of the Partnership are THOMAS F. FLYNN, 516 Lakeview Road, Unit 8, Clearwater, Florida 33756-3302.*

4. *The name and the business address of the General Partner are as follows:*

WOODCLIFF, LLC 516 Lakeview Road, Unit 8
Clearwater, Florida 33756-3302

5. *The mailing address of the Partnership is 516 Lakeview Road, Unit 8, Clearwater, Florida 33756-3302.*

(2) Section 1.15 shall be amended and restated in its entirety and replaced with the following:

"General Partner" means Woodcliff, LLC (as the successor to Thomas F. Flynn), or any Person or Persons who or which, at the time of reference thereto, have been admitted as a successor to the interest of the General Partner or as an additional General Partner.

(3) Section 1.22 shall be amended and restated in its entirety and replaced with the following:

"Managing General Partner" shall mean Woodcliff, LLC (as the successor to Thomas F. Flynn).

(4) The second sentence of Section 2.2, Name and Principal Place of Business, shall be amended and restated in its entirety and replaced with the following:

The Limited Partnership's principal office for the transaction of business shall be maintained at 516 Lakeview Road, Unit 8, Clearwater, Florida 33756-3302, or at such other place or places within or outside of the State of Florida as the General Partner hereinafter may select.

(5) Upon his withdrawal as the General Partner, Thomas F. Flynn is transferring his entire interest in and to the Partnership and its capital, profits and losses (the "Transferred Interest") to the Substitute General Partner. The Limited Partner hereby agrees that the simultaneous withdrawal of Thomas F. Flynn as the General Partner, transfer of a portion of Thomas F. Flynn's interest in the Partnership to the Substitute General Partner and admission of the Substitute General Partner as the new sole General Partner of the Partnership, all as described hereunder, shall be made in compliance with Sections 8.2 and 8.10 of the Partnership Agreement. Following such withdrawal, transfer, and admission, the Partnership will continue uninterrupted with Woodcliff, LLC as the new sole General Partner of the Partnership. The names and addresses of the Partners are set forth on Schedule "A" attached hereto and made a

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part hereof by reference, and the Partnership Agreement is hereby amended in accordance therewith.

(6) The first sentence of subsection a. of Section 14.14, Tax Matters Partner, shall be amended and restated in its entirety and replaced with the following:

Woodcliff, LLC is hereby designated as the Tax Matters Partner of the Partnership, as provided in regulations pursuant to Section 6231 of the Code (the "Tax Matters Partner").

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

(8) 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 is required under the terms of the Partnership Agreement.

(9) By signing this Amendment, all parties below hereby consent to the simultaneous transfer of Thomas F. Flynn's interest in the Partnership to the Substitute General Partner, the withdrawal of Thomas F. Flynn as the General Partner, and the admission of Woodcliff, LLC as the new sole General Partner of the Partnership, all as described herein, and the other amendments to the Partnership Agreement as set forth herein.

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

SUBSTITUTE GENERAL PARTNER:

ATTEST:

WOODCLIFF, LLC,
a Florida limited liability company

By: Linda Sadlon
Print Name: LINDA SADLON

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

WITNESSES:

WITHDRAWING GENERAL PARTNER:

Linda Sadlon
Print Name: LINDA SADLON

Thomas F. Flynn
THOMAS F. FLYNN

Katherine Scatko
Print Name: Katherine Scatko

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LIMITED PARTNER:

Print Name: Brian Goldsmith

DR. JAMES P. GILLS

Print Name: Arturo Crespo

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 26 day of June, 2002, before me, the undersigned, a Notary Public of said state, duly commissioned and sworn, personally appeared before me, **Thomas F. Flynn**, both individually and as Manager of **Woodcliff, 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 both individually as the Withdrawing General Partner and as Manager of **Woodcliff, 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
Commission # CC 988523
Expires Jan. 31, 2005
Bonded Third
Atlantic Bonding Co., Inc.

Carol Hildebrandt
Notary Public
Print Name: Carol Hildebrandt
Commission No: CC 988523
My Commission Expires: 1/31/05

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 18TH day of JUNE, 2002, before me, the undersigned, a Notary Public of said state, duly commissioned and sworn, personally appeared before me, **JAMES P. GILLS**, 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 he executed and delivered the same as a 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.

Rosemary H. Herrie
Notary Public
Print Name: Rosemary H Herrie
Commission No: My Commission BD041639
My Commission Expires: Expires July 11 2005

SCHEDULE "A"

GENERAL PARTNER:

Woodcliff, LLC
516 Lake View Road, Unit 8
Clearwater, FL 33756-3302

LIMITED PARTNER:

Dr. James P. Gills
43309 U.S. Highway 19 North
Tarpon Springs, FL 34689

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