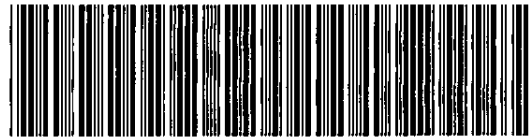


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TALLAHASSEE, FLORIDA



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EXAMINER

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: GATEWOOD APARTMENTS, LTD. DOC #A24696
Name of Florida Limited Partnership or Limited Liability Limited Partnership

The enclosed Certificate of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

LAURA PIPPIN

Contact Person

ROYAL AMERICAN

Firm/Company

1002 W. 23RD ST., SUITE 400

Address

PANAMA CITY, FL 32405

City, State and Zip Code

laura.pippin@royal-american.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Laura Pippin

Name of Contact Person

at (850)

769-8981

Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$52.50 Filing Fee

☐ \$61.25 Filing Fee
and Certificate of
Status

☒ \$105.00 Filing Fee
and Certified Copy

☐ \$113.75 Filing Fee,
Certified Copy, and
Certificate of Status

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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TALLAHASSEE, FLORIDA

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**AMENDMENT TO
AMENDED AND RESTATED
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP
OF**

GATEWOOD APARTMENTS, LTD.

[Pursuant to the provisions of Section 620.1202, Florida Statutes]

THIS AMENDMENT, dated of as the 1st day of July, 1990, is made and entered into by and among the parties shown on the signature pages hereof (the "Parties").

W I T N E S S E T H

WHEREAS, the Partnership is presently in existence as a limited partnership under the Revised Uniform Limited Partnership Act in the State of Florida ("RULPA"), having filed its Limited Partnership Agreement and Certificate of Limited Partnership on the 12th day of June, 1987 in the Office of the Secretary of State of Florida (the "Initial Partnership Agreement"); and thereafter entered into the Amended and Restated Limited Partnership Agreement and Certificate of Limited Partnership as of the 23rd day of July, 1987 and recorded said Agreement in the Office of the Secretary of State of Florida on the 17th day of August, 1987; and thereafter entered into the Amendment to Certificate of Limited Partnership and Limited Partnership Agreement as of the 15th day of April, 1988 and recorded said Agreement in the Office of the Secretary of State of Florida on the 7th day of July, 1988; and thereafter entered into the Amended and Restated Agreement and Certificate of Limited Partnership as of the 1st day of November, 1988 and filed said Agreement in the Office of the Secretary of State of Florida on the 21st day of December, 1988 (the "Partnership Agreement"); capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Partnership Agreement or in the Plan;

WHEREAS, COPPERFIELD ESTATES LIMITED PARTNERSHIP, the Investor Partner under the Partnership Agreement filed for protection as a debtor under Chapter 11 of the United States Bankruptcy Code (Case No. 189-92823-353);

WHEREAS, under the Joint Plan of Reorganization of 52 Debtors Dated May 9, 1990, as amended (In re Bayfield Estates Limited Partnership and Related Cases, Debtors; Chapter 11 Case Numbers 189-92514 through 189-92516, 189-92683, 189-92817 through 189-92823; 189-92838 through 189-82842 and 189-92955 through 189-92992; Jointly Administered) and confirmed by the United States Bankruptcy Court for the Eastern District of New York by an Order

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TALLAHASSEE, FLORIDA

entered on the 13th day of July 1990 (the "Plan"), the Investor Partner has conveyed all its interest in **GATEWOOD APARTMENTS, LTD.** (the "Partnership") to **BAYFIELD LOW INCOME HOUSING LIMITED PARTNERSHIP**, a limited partnership organized under the Uniform Limited Partnership Act of the State of Delaware ("Bayfield"); and

WHEREAS, the Parties hereto wish to supplement and amend the Partnership Agreement as required or permitted by the Plan;

NOW, THEREFORE, the Parties hereto agree to amend the Partnership Agreement as hereinafter set forth; which is accepted for Partnership purposes only as of the date first above written ("Effective Date"). 

SECTION 1. Admission of Bayfield. As of the Effective Date, Bayfield is admitted as a limited partner in the Partnership as the assignee of and successor to all of the Investor Partner's interest in the Partnership. The Investor Partner hereby withdraws from the Partnership as of the Effective Date, and irrevocably waives any right to distribution upon such withdrawal to which it may have otherwise been entitled but for such withdrawal. From and after the Effective Date, Bayfield shall be the "Investor Partner" for purposes of the Partnership Agreement.

SECTION 2. Amendments to the Partnership Agreement. The Partnership Agreement is hereby amended as follows:

- (a) by deleting the first reference to the "Investor Partner" and substituting therefore "Bayfield Low Income Housing Limited Partnership ('Bayfield')" and substituting "Bayfield" for "Investor Partner" each time it appears thereafter;
- (b) Section 6.2 - Capital of the Limited Partners - is amended by deleting the remainder of the section following the heading and substituting therefor the following:

"Prior to the Effective Date, Bayfield's predecessor contributed a total of \$163,220.00 to the Partnership. Bayfield shall make additional contributions to the Partnership as provided in Section 6.3 hereof.";

- (c) Section 6.3 - Installment Payments - is amended in full to read as follows:

"6.3 Plan Payments. Bayfield shall make payments as required under the Plan (the 'Installments') to the Partnership.";

- (d) Section 6.4 - Defaults - is amended as follows:

- (i) by deleting "his Investor Promissory Note" and inserting therefor "the Plan"; and
- (ii) by deleting "its Limited Partner Security Agreement" and substituting therefor "under the Security Agreement";

- (e) Section 6.5 - Return of Capital Contributions - paragraph 6.5(c) is amended by deleting the remainder of the section following "(ii)" and substituting therefor the following:

"canceling any Installments not theretofore paid.";

- (f) Section 6.6 - Capital Accounts - paragraph 6.6(a) is amended by inserting after "Partnership" the first time it appears the following: "including, without limitation, in the case of Bayfield, the Installments";
- (g) Section 6.6 - Capital Accounts - paragraph 6.6(b) is amended by inserting after "Partnership" the first time it appears the following: "including, without limitation, in the case of Bayfield, the Bayfield Distribution";
- (h) Section 6.8 - No Additional Capital Contributions - is amended by inserting after "than" the following: "those payments required under the Plan and";
- (i) Section 8.2 - Limitations on Powers of the General Partner - paragraph 8.2(h) is amended by inserting immediately after "herein" the following: "or in the Plan";
- (j) Section 9.1 - Indemnification of the General Partner - paragraph 9.1(a) is amended by deleting "The" in the first line and substituting therefor the following:

"In addition to the indemnification of the General Partners and their affiliates specified in Article 18(6) of the Plan, which is hereby incorporated herein by reference, the";

- (k) Section 9.4 - Indemnification Against LIHC Shortfall - is deleted and the terms thereof shall have no force or effect regardless of the occurrence of any shortfall of LIHC prior to or following the Effective Date of this Amendment; Provided, however, that it is hereby recognized and agreed that the provisions of deleted Section 9.4 shall be used for the sole purpose of determining the "Adjusted Scheduled Contract Price" as defined in the Plan;
- (l) The following new section shall be added as Section 11.10 – Bayfield Distribution:

"11.10 Bayfield Distribution.

(a) On or before April 1 of each of the five (5) years commencing 1995, the Partnership shall distribute to Bayfield \$750 per year (the "Bayfield Distribution"), provided that the payment of such distribution is not prohibited by any applicable agreement with a governmental agency or any applicable governmental agency rules or regulations. To the extent that such distribution or any portion thereof is not paid

in any year, the remainder shall accumulate and be paid at the earliest time the payment thereof is not prohibited.

(b) On or before April 1 of each year commencing 2000, the Partnership shall distribute to Bayfield as the Bayfield Distribution, an amount to be negotiated by the Independent Manager and the Developer Class Representative (as defined in the Plan) which shall not exceed \$750, provided that payment of such distribution is not prohibited by any applicable agreement with a governmental agency or any applicable governmental agency rules or regulations. To the extent that such distribution or any portion thereof is not paid in any year, the remainder shall accumulate and be paid at the earliest time that payment thereof is not prohibited.

(c) Notwithstanding anything else in this Agreement to the contrary, commencing January 1, 1995, Bayfield shall not be entitled to any distribution of Cash Flow from the Partnership other than the Bayfield Distribution."

(m) Section 20.1 - Definitions - is amended as follows:

- (i) by inserting at the end of the definition of Agreement the phrase, "as amended from time to time";
- (ii) by deleting from the definition of Capital Contribution all of the words following the word "cash".
- (iii) by inserting the following new definition:

"Effective Date": The Effective Date as defined in the Plan."

- (iv) by inserting the following new definition:

"Independent Manager": has the meaning ascribed to it under the Plan.";

- (v) by deleting "an Investor Promissory Note" from the definition of Installment and substituting therefor "the Plan";

- (vi) by adding the following sentence to the definition of Investor Partner:

"Provided, however, that from and after the Effective Date, 'Investor Partner' shall mean Bayfield Low Income Housing Limited Partnership."

- (vii) by deleting the definition Limited Partner Security Agreement;

- (viii) by inserting the following new definition:

"Plan": The Joint Plan of Reorganization of 52 Debtors dated May 9, 1990, as amended, and confirmed by the United States Bankruptcy Court for the Eastern District of New York by an Order entered on the 13th day of July, 1990."; and

- (ix) by inserting the following new definition:

"Security Agreement": The Partnership Interest Security Agreement with Developer made and entered into as of June 7, 1990 by and between the General Partner and Bayfield.";

- (n) Section 22.3 - Binding Effect - is amended by inserting immediately after the word "assigns" the following: "and shall be deemed an executory contract".
- (o) Section 22.7 - Prior Agreements Superseded - is amended by inserting immediately after the words "Initial Partnership Agreement" the following: ", the Syndication Agreement", and deleting the words "or the Syndication Agreement".

SECTION 3. Conditions of Effectiveness. This Amendment shall become effective upon the Effective Date.

SECTION 4. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

SECTION 5. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

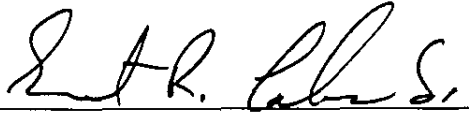
SECTION 6. Primacy of the Plan. In the event of a conflict between the terms of the Plan and this Agreement, the terms of the Plan shall prevail.

SECTION 7. Unsigned Partnership Agreements. This Amendment amends the Partnership Agreement. In the event that the Parties have not executed a Partnership Agreement, the Parties shall enter into a partnership agreement substantially in the form of the last partnership agreement delivered to the Partnership by Bayfield's predecessor and such partnership agreement shall constitute the Partnership Agreement for purposes of this Amendment.

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

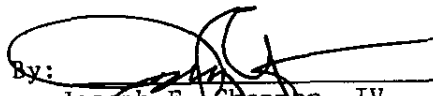
**GATEWOOD APARTMENTS, LTD.
General Partner**

Royal American Development, Inc.

By: 
Name: Ernest R. Coleman, Sr.
Title: Chairman, ERC Properties, Inc.
Developer Class Representative

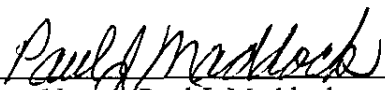
GENERAL PARTNER

Royal American Development, Inc.

By: 
Joseph F. Chapman, IV
Vice President

BAYFIELD LOW INCOME HOUSING LIMITED PARTNERSHIP

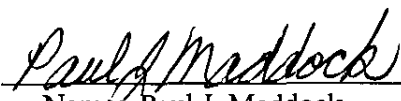
By: Megan Asset Management, Inc.,
Its General Partner

By: 
Name: Paul J. Maddock
Title: President

COPPERFIELD ESTATES LIMITED PARTNERSHIP

By: BAYFIELD LOW INCOME HOUSING
LIMITED PARTNERSHIP, Successor in Interest

By: Megan Asset Management, Inc.,
Its General Partner

By: 
Name: Paul J. Maddock
Title: President

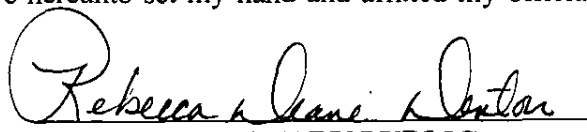
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TALLAHASSEE, FLORIDA

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STATE OF ARKANSAS)
 : SS.:
COUNTY OF SEBASTIAN)

On this the 16 day of November, 2001, before me, the Undersigned, a Notary Public of said state, duly commissioned and sworn, personally appeared Ernest R. Coleman, Sr. to me known who, being by me duly sworn, did depose and say that he resides at 3001 Edgewater Cove, Fort Smith Arkansas 72903; that he is Chairman of ERC Properties, Inc., the Developer Class Representative, the Corporation described in and which executed and delivered the foregoing instrument on behalf of the General Partners; and that he signed his name thereto by order of the board of directors of said corporation and by Court Order for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first-above written.


NOTARY PUBLIC

[SEAL]

3-24-2005
Expiration Date

STATE OF FLORIDA)
) SS:
COUNTY OF BAY)

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TALLAHASSEE, FLORIDA

The foregoing instrument was acknowledged before me this 14th day of Oct., 2011 by Joseph F. Chapman, IV as Vice President of Royal American Development, Inc., a Florida corporation, who is (X) personally known to me or who has () produced photo identification and who executed the foregoing instrument for the uses and purposes therein mentioned and on behalf of said entity.


NOTARY PUBLIC



Printed Name: _____
Commission No.: _____
Expiring on: _____

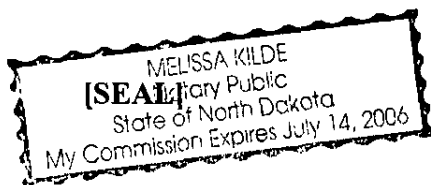
STATE OF NORTH DAKOTA)

: ss.:

COUNTY OF BURLEIGH)

On this the 27 day of November 2001, before me, the undersigned, a notary public of said state, duly commissioned and sworn, personally appeared Paul J. Maddock, to me known, who, being by me duly sworn, did depose and say that he resides at 1401 Canyon Drive, Bismarck, North Dakota 58503; that he is the President of Megan Asset Management, Inc., the corporation described in and which executed and delivered the foregoing instrument as the General Partner of Bayfield Low Income Housing Limited Partnership; and he signed his name thereto for the purposes therein contained.

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



Expiration Date

Melissa Kilde
NOTARY PUBLIC

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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