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LP/LLP AMENDMENT/RESTATEMENT/CORRECTION

RIVER REACH OF CRYSTAL RIVER, LTD.

Certificate of Status	0
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2007 AMENDMENT TO
AMENDED AND RESTATED AGREEMENT
AND CERTIFICATE OF

LIMITED PARTNERSHIP OF RIVER REACH OF CRYSTAL RIVER, LTD.

THIS 2007 AMENDMENT TO AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP (this "Amendment") is entered into as of the 2nd day of January, (the "Effective Date") by BCP FL-GA GP, LLC, a Delaware limited liability company (the "Withdrawing General Partner"), HALLMARK GROUP SERVICES OF FLORIDA, LLC, a Georgia limited liability company (the "Successor General Partner"), STEFAN M. DAVIS AND NORITA V. DAVIS, AS TRUSTEES OF THE RONNIE C. DAVIS REVOCABLE LIVING TRUST, U/A/D 2/3/2003 (the "Withdrawing Special Limited Partner"), and SUGAR CREEK INVESTORS II LP, a Missouri limited partnership (the "Investment Limited Partner").

WITNESSETH:

WHEREAS, River Reach of Crystal River, Ltd. (the "Partnership"), is a Florida limited partnership formed with the execution of that certain Limited Partnership Agreement dated April 5, 1989 and the filing of that Certificate of Limited Partnership on April 13, 1989 with the Office of the Secretary of State of Florida (the "Filing Office"), as amended by First Amendment to the Limited Partnership Agreement and Certificate dated December 8, 1989, filed in the Filing Office on January 8, 1990 (the "Original Partnership Agreement and Certificate"); and

WHEREAS, the Original Partnership Agreement and Certificate, was amended and restated with that certain River Reach of Crystal River, Ltd. Supplemental Affidavit and Amended and Restated Agreement and Certificate of Limited Partnership, dated May 1, 1991, filed in the Filing Office on May 31, 1991, as amended by First Amendment to the Amended and Restated Certificate of Limited Partnership dated July 14, 1995, filed in the Filing Office on October 16, 1995, as amended by Certificate of Amendment to Certificate of Limited Partnership of River Reach of Crystal River, Ltd., filed in the Filing Office on April 28, 2004, as further amended by 2006 Amendment to Supplemental Affidavit and Amended and Restated Agreement and Certificate of Limited Partnership of River Reach of Crystal River, Ltd., dated as of January 1, 2006 (the "Partnership Agreement and Certificate"); and

WHEREAS, the Withdrawing Special Limited Partner acquired its Interest as a Special Limited Partner of the Partnership, as assignee of the interest of the Estate of Ronnie C. Davis, deceased, which Estate acquired such Special Limited Partner Interest upon the admission of the Withdrawing General Partner as General Partner; and

WHEREAS, Sugar Creek Investors II LP succeeded to the interest of Sugar Creek Investors LP; and

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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 general partner in the Partnership to the Successor General Partner; and

WHEREAS, as of the Effective Date, the Withdrawing Special Limited Partner has, by separate Transfer and Assignment of Limited Partner Interest, transferred and assigned all of its right, title and interest as Limited Partner in the Partnership to the Successor General Partner; and

WHEREAS, the Partners desire to further amend the Partnership Agreement 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 as follows:

1. The Withdrawing General Partners hereby withdraw as general partners 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 Withdrawing General Partners. The Successor General Partner hereby accepts and agrees to be bound by (i) all the terms and provisions of the Partnership Agreement, (ii) all the terms and provisions of the Project Documents, all to the same extent and under the same terms as the Withdrawing General Partners prior to the transfer of their Partnership Interest to the Successor General Partner. The provisions of Section 7.3 and Section 7.4 of the Partnership Agreement shall not apply to the withdrawal of the Withdrawing General Partner effected by this Amendment.

2. The Withdrawing Special Limited Partner hereby withdraws as a Limited Partner from the Partnership. Henceforth, all of the Interest in the Partnership held by the Successor General Partner shall be held as General Partner Interest.

3. Section 2.2 (a) of the Partnership Agreement and Certificate is hereby amended to change the principal place of business and mailing address of the Partnership to 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607, or such other location or locations as may from time to time be designated by the General Partner upon due notice to the Limited Partner.

4. Section 2.2 (b) of the Partnership Agreement and Certificate is hereby amended to change the resident agent in the State for the Partnership for service of process to:

Susan Adams
4040 Newberry Road, Suite 1000
Gainesville, FL 32607

5. Section 6.4 of the Partnership Agreement and Certificate is hereby amended to replace "Sanford L. Seligman" as the "Tax Matters Partner" with "the General Partner".

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6. Section 7.1 (a) of the Partnership Agreement and Certificate is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

(a) No General Partner shall Withdraw from the Partnership (other than by reason of death or adjudication of incompetence or insanity) or sell, assign or encumber his Interest without the prior written Consent of the Investment Limited Partner which Consent shall not be unreasonably withheld; otherwise, any such sale, assignment or encumbrance shall be void. In the event a General Partner sells or assigns his Interest to a Successor General Partner with the Consent of the Investment Limited Partner, the same shall not constitute a Withdrawal and the terms of Section 7.3 and Section 7.4 hereof shall not apply.

7. Article VII of the Partnership Agreement and Certificate is hereby amended by inserting the following Section 7.5:

7.5 Consent of Investment Limited Partner

By its execution and delivery of this Amendment, the Investment Limited Partner hereby consents to the Withdrawal of the Withdrawing General Partners and the substitution therefor of the Successor General Partner.

8. Section 8.1 (a) of the Partnership Agreement and Certificate is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

(a) Except by operation of law (including the laws of descent and distribution) or Section 8.1 (b), no Limited Partner may assign all or any part of its Interest without the written consent of the General Partners, which consent shall not be unreasonably withheld.

9. Section 8.2 of the Partnership Agreement and Certificate is revised by removing the words "sole discretion" from the second sentence and inserting "reasonable discretion" in lieu thereof.

10. Section 8.3 (c)(ii) of the Partnership Agreement and Certificate is hereby deleted in its entirety.

11. Section 13.11 is hereby amended by inserting "which Consent shall not be unreasonably withheld or delayed" at the end thereof.

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

13. 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

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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.

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

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

16. 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.

17. 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.

18. 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.

19. 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 formed, without regard to principles of conflicts of laws.

20. When entered into by the parties hereto, this Amendment is binding upon, and inures to the benefit of, the parties hereto and their respective executors and administrators, personal and legal representatives, successors and assigns.

21. For the sake of convenient reference, the relevant information of the Partnership Agreement and Certificate, as amended by this Amendment, required under Section 620.108 and Section 620.109 of the Florida Statutes is set forth in Exhibit A attached to this Amendment. This Amendment is duly executed and is being filed with the Florida Department of State in accordance with the provisions of Section 620.109 of the Florida Statutes. In that regard, the information set forth in the attached Exhibit A shall be deemed to amend and restate and

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supersede the information required under Section 620.108 set forth in any and all prior filings of the instruments composing the Partnership Agreement and Certificate, and this Amendment shall be effective upon the date of the filing thereof with the Florida Department of State.

22. This Amendment and any amendments hereto 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.

[SIGNATURES COMMENCE ON NEXT PAGE]

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

WITHDRAWING GENERAL PARTNER:

BCP FLA-GA GP, LLC, a Delaware limited liability company

By: **BCCTC Associates Inc., its Manager**

By: _____

Marc N. Teal, Senior Vice President

WITHDRAWING SPECIAL LIMITED PARTNER:

STEFAN M. DAVIS AND NORITA V. DAVIS, AS TRUSTEES OF THE RONNIE C. DAVIS REVOCABLE LIVING TRUST, U/A/D 2/3/2003

By: _____

Stefan M. Davis, as Trustee

By: _____

Norita V. Davis, as Trustee

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

WITHDRAWING GENERAL PARTNER:

BCP FLA-GA GP, LLC, a Delaware limited
liability company

By: BCCTC Associates Inc., its Manager

By: 

Marc N. Teal, Senior Vice
President

**WITHDRAWING SPECIAL LIMITED
PARTNER:**

STEFAN M. DAVIS AND NORITA V.
DAVIS, AS TRUSTEES OF THE RONNIE
C. DAVIS REVOCABLE LIVING TRUST,
U/A/D 2/3/2003

By: _____ (SEAL)
Stefan M. Davis, as Trustee

By: _____ (SEAL)
Norita V. Davis, as Trustee

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SUCCESSOR GENERAL PARTNER:

**HALLMARK GROUP SERVICES OF
FLORIDA, LLC**, a Georgia limited liability
company

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

INVESTMENT LIMITED PARTNER:

SUGAR CREEK INVESTORS II LP, a
Missouri limited partnership

By: Lockwood Housing Development
Corporation, its General Partner

By:
Name: Kathleen S. Morris
Title: President

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SUCCESSOR GENERAL PARTNER:

**HALLMARK GROUP SERVICES OF
FLORIDA, LLC, a Georgia limited liability
company**

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

INVESTMENT LIMITED PARTNER:

**SUGAR CREEK INVESTORS II LP, a
Missouri limited partnership**

By: Lockwood Housing Development
Corporation, its General Partner

By: 
Name: Kathleen S. Rorris
Title: President

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RIVER REACH OF CRYSTAL RIVER, LTD.

SCHEDULE A

PARTNER AND ADDRESS

CAPITAL CONTRIBUTIONS

GENERAL PARTNER

\$42,500

**Hallmark Group Services
of Florida, LLC
3111 Paces Mill Road
Suite A-250
Atlanta, GA 30339**

INVESTMENT LIMITED PARTNER

\$351,421

**Sugar Creek Investors II LP
17 West Lockwood
St. Louis, MO 63119**

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EXHIBIT A

1. The name of the Limited Partnership is River Reach of Crystal River, Ltd.
2. The address of the office of the Limited Partnership required to be maintained by Section 620.105 (1) of the Florida Statutes is: 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.
3. The name and address of the Limited Partnership's agent for service of process required to be maintained by Section 620.105(2) of the Florida Statutes is: Susan Adams, 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.
4. The name and business address of the sole General Partner of the Limited Partnership is: Hallmark Group Services of Florida, LLC at 3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339. Hallmark Group Services of Florida, LLC, a Georgia limited liability company, is registered with the Florida Department of State as required by law, and its status is active.
5. The mailing address for the Limited Partnership is: c/o Hallmark Group, 3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339.
6. The latest date upon which the Limited Partnership is to dissolve is April 5, 2040.

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TALLAHASSEE, FLORIDA

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