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Florida Department of State
Division of Corporations
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Fax Number : (850)205-0383

From:

Account Name : AKERMAN, SENTERFITT OF JACKSONVILLE
Account Number : 105543000740
Phone : (904)798-3700
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DIVISION OF CORPORATION

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LIMITED PARTNERSHIP AMENDMENT

CANTEBURY OF HILLIARD LTD.

Certificate of Status	0
Certified Copy	0
Page Count	03
Estimated Charge	\$52.50

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**AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CANTEBURY OF HILLIARD LTD.**

This Amended and Restated Certificate of Limited Partnership (this "Amended Certificate") 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. This Amended Certificate amends and restates and supersedes, in its entirety, that certain Certificate of Limited Partnership Agreement for Canterbury of Hilliard Ltd., filed with the Florida Department of State on January 14, 1992. This Amended Certificate shall be effective upon the date of the filing thereof with the Florida Department of State (the "Effective Date").

1. The name of the Limited Partnership is Canterbury of Hilliard 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: 2578 Oxford Street, Hilliard, Florida 32046.
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: Motolaw, Inc., at 50 North Laura Street, Suite 2500, Jacksonville, Florida 32202.
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 December 31, 2044.
7. The Limited Partnership Agreement is amended as noted in the attached Addendum.

[END OF PAGE]

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07-24-03 09:48 FROM-Akerman Senterfitt

904-254-4458

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EXECUTED as of the Effective Date.

HALLMARK GROUP SERVICES OF
FLORIDA, LLC, a Georgia limited liability
company, as sole General Partner of
Canterbury of Hilliard Ltd.

By:

Martin H. Peterson
Name: Martin H. Peterson
Title: Manager

U.S. District Court
Middle District of Florida
08/01/2003 12:00

FILED

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ACKNOWLEDGMENT OF REGISTERED AGENT

Having been named to accept service of process and serve as registered agent for Canterbury of Hilliard Ltd., at the place designated in the Amended and Restated Certificate of Limited Partnership of Canterbury of Hilliard Ltd., the undersigned, by and through its duly elected officer, hereby accepts to act in this capacity, and agrees to comply, in such capacity, with the applicable provisions of Sections 620.105, 620.1051 and 620.192 of the Florida Statutes.

MOTOLAW, INC., a Florida corporation

By:

Robert S. Hill
Name: ROBERT S. HILL
Title: PRESIDENT

DATED: July 23, 2003.RECEIVED
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ADDENDUM

**CERTIFICATE OF AMENDMENT
TO
LIMITED PARTNERSHIP AGREEMENT
OF
CANTEBURY OF HILLIARD LTD.**

This Certificate of Amendment to Limited Partnership Agreement (this "Certificate") is executed by Hallmark Group Services of Florida, LLC, a Georgia limited liability company ("Hallmark"). Hallmark hereby certifies the following:

1. Hallmark is the general partner of Canterbury of Hilliard Ltd., a Florida limited partnership (the "Limited Partnership").

2. Attached as Exhibit A to this Certificate is that certain Amendment to Amended and Restated Agreement of Limited Partnership of Canterbury of Hilliard Ltd. dated as of July 18, 2003 (the "Amendment").

This Certificate is being filed with the Florida Department of State for the sole purpose of satisfying certain requirements of the United States Department of Agriculture Rural Development, and neither this Certificate nor the Amendment is intended or shall be construed as superseding, amending or otherwise affecting in any way that certain Amended and Restated Certificate of Limited Partnership filed with the Florida Department of State on July 24, 2003 with respect to the Limited Partnership.

EXECUTED on November 3, 2003.

HALLMARK GROUP SERVICES OF
FLORIDA, LLC, a Georgia limited liability
company, as General Partner of Canterbury of
Hilliard Ltd.

By:


Martin H. Petersen, Manager

EXHIBIT A

Amendment

**AMENDMENT TO
AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF
CANTEBURY OF HILLIARD LTD.**

THIS AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP is entered into as of the 18th day of July, 2003, by RONNIE C. DAVIS (the "Withdrawing General Partner"), HALLMARK GROUP SERVICES OF FLORIDA, LLC, a Georgia limited liability company (the "Successor General Partner") and WACHOVIA AFFORDABLE HOUSING COMMUNITY DEVELOPMENT CORPORATION (the "Investor Limited Partner").

WITNESSETH:

WHEREAS, Canterbury of Hilliard Ltd. (the "Partnership"), is a Florida limited partnership formed with the filing of that certain Certificate of Limited Partnership in the records of the Department of State of the State of Florida on January 14, 1992 (the "Original Partnership Certificate") and pursuant to an Agreement of Limited Partnership dated as of January 7, 1992 (the "Original Partnership Agreement"); and

WHEREAS, the Original Partnership Agreement, was amended and restated with that certain Amended and Restated Agreement of Limited Partnership of Canterbury of Hilliard Ltd., dated January 1, 1995, (the "Partnership Agreement"); and

WHEREAS, First Union Affordable Housing Community Development Corporation ("First Union CDC") succeeded First Union National Bank of Florida as the Investor Limited Partner of the Partnership pursuant to that certain Assumption Agreement dated as of January 1, 2000, and First Union CDC changed its name to Wachovia Affordable Housing Community Development Corporation as of September 1, 2002; and

WHEREAS, the Withdrawing General Partner has, by separate Assignment of General Partner Interest, and with the consents required by the Partnership Agreement as set forth herein and as attached hereto as Exhibit "A" and by this reference made a part hereof, transferred and assigned all of his right, title and interest as a general partner in the Partnership (the "Partnership Interest") to the Successor General Partner; and

WHEREAS, the Partners desire to 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. (a) The Withdrawing General Partner hereby withdraws as general partner from the Partnership pursuant to Section 10.1 of the Partnership Agreement, 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 Partner. The Successor General Partner hereby agrees to be bound by the Project Documents to the same extent and under the same terms as the Withdrawing General Partner prior to the transfer of his Partnership Interest to the Successor General Partner. The Investor Limited Partner hereby consents to such assignment and admission of the Successor General Partner.

(b) The Withdrawing General Partner and the Successor General Partner each represent and warrant to the Investor Limited Partner that good and sufficient consideration was paid for the transactions described in Section 1(a). In the event of any dispute between the Withdrawing General Partner and the Successor General Partner, the Withdrawing General Partner and the Successor General Partner hereby agree that neither of them will seek to set aside the transactions described in Section 1(a) on the grounds that insufficient consideration was paid.

2. The Withdrawing General Partner hereby represents and warrants that no default (or event which, with the giving of notice or the passage of time or both, would constitute a default) has occurred under the Project Documents and/or the Partnership Agreement.

3. The Withdrawing General Partner hereby represents and warrants that all necessary parties (including the Florida Housing Finance Corporation and the Lender) have consented to the transfer of the Withdrawing General Partner's Partnership Interest to the Successor General Partner, as set forth on Exhibit "A", and that all consents obtained are in full force and effect.

4. The parties hereto agree and acknowledge that, upon request of the Investor Limited Partner, the General Partner shall promptly provide to the Investor Limited Partner copies of all records and files with respect to tenants, income certifications and such other information as is necessary to establish at any time the number of units treated as occupied by qualified tenants for purposes of Code Section 42 (and the Investor Limited Partner agrees to reimburse the General Partner for all costs reasonably incurred by the General Partner in providing such information to the Investor Limited Partner).

5. The parties hereto each acknowledge and agree that Wachovia Affordable Housing Community Development Corporation became the Investor Limited Partner of the Partnership as of September 1, 2002 by virtue of a name change from First Union Affordable Housing Community Development Corporation.

6. The Successor General Partner will cause an amendment to the Partnership's certificate of limited partnership to be timely filed with the Florida Secretary of State, which amendment shall evidence the transactions described in Section 1(a).

7. The Successor General Partner shall not, without the prior consent of the Investor Limited Partner, elect to adjust the basis of the Partnership's property under Section 754 of the Code in connection with the Successor General Partner's admission to the Partnership.

8. Section 1.2 (a) of the Partnership Agreement is hereby amended as follows: "The principal office of the Partnership, wherein there shall be maintained those records required by the Uniform Act to be kept by the Partnership, shall be located at 2578 Oxford Street, Hilliard, Florida 32046, or such other place or places as the General Partner may determine. The General Partner shall at all times maintain a principal office in the State."

9. Section 1.2 (b) of the Partnership Agreement is hereby amended as follows: "The registered agent of the Partnership in the State of Florida for service of process is Motolaw, Inc., having an address of 50 North Laura Street, Suite 2500, Jacksonville, Florida 32202."

10. Section 2.1 (ab) of the Partnership Agreement is hereby amended by deleting the first sentence in its entirety and substituting the following in lieu thereof:

"General Partner" means Hallmark Group Services of Florida, LLC, and any Person or Persons who, at the time of reference thereto, have been admitted as additional or successor General Partners, in such Person's capacity as a general partner of the Partnership.

11. The parties hereto acknowledge and agree that (a) as of the date hereof, the Developer Fee in the amount of \$33,210 set forth in Section 7.2 of the Partnership Agreement has been paid in accordance with the terms of the Partnership Agreement; (b) as of the date hereof, all duties and obligations of the Developer as set forth in the Partnership Agreement have been performed, and (c) from and after the date hereof, the Partnership does not owe, and shall not be required to pay, any further amounts with respect to the Developer Fee.

12. Section 10.3 of the Partnership Agreement is hereby amended by deleting the fourth and fifth sentences in their entirety.

13. The parties hereto hereby acknowledge that Sections 10.3 and 10.4 of the Partnership Agreement are not applicable in connection with the transfer of Partnership Interest of the Withdrawing General Partner to the Successor General Partner.

14. Section 12.5 of the Partnership Agreement is hereby amended by adding "with the consent of the Limited Partner" after "made by the General Partner".

15. Section 14.2 of the Partnership Agreement is hereby amended by deleting the address for the General Partner, and by substituting the following in lieu thereof:

If to the General Partner:

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

Attn: Mr. Martin H. Petersen

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

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

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

19. In the event of a conflict between any provision of this Amendment and any provision in the Partnership Agreement, the provisions of this Amendment shall control.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Amendment as of the day and year first above written.

WITHDRAWING GENERAL
PARTNER:

 (SEAL)
Ronnie C. Davis

SUCCESSOR GENERAL PARTNER:

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

By: 
Martin H. Petersen, as Manager

INVESTOR LIMITED PARTNER:

WACHOVIA AFFORDABLE
HOUSING COMMUNITY
DEVELOPMENT CORPORATION

By: _____

Title: _____

SCHEDULE A

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Amendment as of the day and year first above written.

WITHDRAWING GENERAL
PARTNER:

Ronnie C. Davis

(SEAL)

SUCCESSOR GENERAL PARTNER:

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

By:

Martin H. Petersen, as Manager

INVESTOR LIMITED PARTNER:

WACHOVIA AFFORDABLE
HOUSING COMMUNITY
DEVELOPMENT CORPORATION

By:

Kimberly D. Laid

Title:

Vice President

SCHEDULE A

SCHEDULE A

CANTEBURY OF HILLIARD LTD.

<u>PARTNER AND ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>INTEREST</u>
General Partner	\$2,153	1.00%
Hallmark Group Services of Florida, LLC 3111 Paces Mill Road Suite A-250 Atlanta, GA 30339		
Investor Limited Partner	\$252,871	99.00%
Wachovia Affordable Housing Community Development Corporation 301 South College Street, TW-17 Charlotte, NC 28288-0173		
Special Limited Partner	\$10	See Article IV