

A32869

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

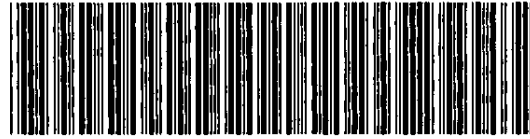
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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T. CLINE
OCT 17 2012
EXAMINER

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2012 OCT 16 PM 2:09

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Sherwood Apartments, LTD
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:

Rodney Corley
Contact Person
ARD INC
Firm/Company
PO Box 20871
Address
Tuscaloosa, AL 35402
City, State and Zip Code
rodney@ard-inc.net
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Rodney Corley at (205) 752-0009 ext 103
Name of Contact Person 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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**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

Sherwood Apartments, LTD

Insert name currently on file with Florida Department of State

Pursuant to the provisions of section 620.1202, Florida Statutes, this Florida limited partnership or limited liability limited partnership, whose certificate was filed with the Florida Department of State on April 16, 1992, assigned Florida document number A32869, adopts the following certificate of amendment to its certificate of limited partnership.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited partnership or limited liability limited partnership here:

New name must be distinguishable and contain an acceptable suffix.

Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.

Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP.

B. If amending mailing address and/or principal office address, enter new mailing address and/or principal office address here:

New Principal Office Address:

(Must be STREET address)

New Mailing Address:

(May be post office box)

C. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

Rodney Corley

New Registered Office Address:

1413 Brickyard Road

Enter Florida street address

Chipley

City

Florida

32428

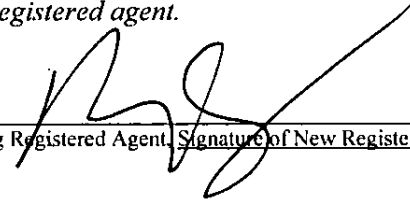
Zip Code

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
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New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.



 If Changing Registered Agent, Signature of New Registered Agent

D. If amending the general partner(s), enter the name and business address of each general partner being added or removed from our records:

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	Stanley A. Carver	PO Box 644 Milton, FL 32572	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
_____	S. Ellen Carver	PO Box 644 Milton, FL 32572	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
_____	ARD-INC	2620 11th Street Tuscaloosa, AL 35401	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
_____	<i>FOS-7504</i>	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove

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 SECRETARY OF STATE
 ALABAMA
 FILED

E. If the limited partnership or limited liability limited partnership is amending its "limited liability limited partnership" status, enter change here:

- This Limited Partnership hereby elects to be a "Limited Liability Limited Partnership."
- This Limited Partnership hereby removes its "Limited Liability Limited Partnership" status.

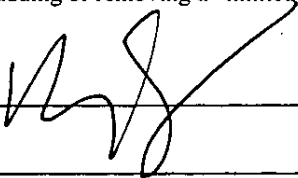
(NOTE: If adding or removing "limited liability limited partnership" status, all general partners must sign this amendment.)

F. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Effective date, if other than the date of filing: _____
(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Signature(s) of a general partner or all general partners*:

(*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, F.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)



Signature(s) of all new or dissociating general partner(s), if any:

Please see attached document for signatures

Filing Fee: \$52.50
Certified Copy (optional): \$52.50
Certificate of Status (optional): \$8.75

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

FILED

AMENDMENT TO
AMENDED & RESTATED LIMITED PARTNERSHIP AGREEMENT
AND CERTIFICATE
OF SHERWOOD APARTMENTS, LTD.,
A FLORIDA LIMITED PARTNERSHIP

THIS AMENDMENT (the "Amendment") to the Amended and Restated Limited Partnership Agreement of Sherwood Apartments, Ltd., a Florida Limited Partnership (the "Partnership") as amended December 6, 1994, is made and entered into as of June 13 2012, effective as of the Effective Date defined below, by and among ARD, INC., an Alabama corporation authorized to do business in Florida as ARD PROPERTY MANAGEMENT, INC. (the "Substitute General Partner"); and STANLEY A. CARVER, an individual, and S. ELLEN CARVER, an individual (collectively the "Withdrawing General Partner") and RODNEY CORLEY, an individual and WILLARD CORLEY, an individual (collectively, and together with any successor in interest, the "Consenting Limited Partner");

RECITALS:

A. The Partnership was formed pursuant to the filing of its Certificate of Limited Partnership with the Florida Secretary of State (the "Certificate"). The Partnership is governed by its Amended and Restated Limited Partnership Agreement of Sherwood Apartments, Ltd., dated as of December 6, 1994, as amended to date (the "Partnership Agreement").

B. The parties hereto now desire to amend the Partnership Agreement to reflect (i) the transfer of the Withdrawing General Partners to Substitute General Partner (ii) the withdrawal of Withdrawing General Partners from the Partnership and the admission of the Substitute General Partner into the Partnership and (iii) certain other matters set forth herein.

C. The parties understand that, following the Effective Date, the Substitute General Partner and Consenting Limited Partner intend to cause the Partnership to continue to operate, as affordable housing, the Partnership's apartment complex known as Sherwood Apartments (the "Apartment Complex").

NOW THEREFORE, pursuant to the provisions of the Partnership Agreement, the same is hereby amended by the parties as follows:

1. Withdrawing General Partner hereby withdraws as general partner from the Partnership, and Substitute General Partner is hereby admitted as general partner, succeeding to all rights and interests, economic and non-economic, held by Withdrawing General Partner. Substitute General Partner hereby accepts and agrees to be bound by all the terms and provisions of the Partnership Agreement, all to the same extent and under the same terms as Withdrawing General Partner.

2. The Consenting Limited Partners hereby consent to the transfer of the GP interest

Prepared by:
Sherry Mallory
1102 Harrison Ave

from Withdrawing General Partner to Substitute General Partner, the withdrawal of Withdrawing General Partner, and the admission of Substitute General Partner as a general partner in the Partnership. The GP Interest shall be held by ARD, INC., an Alabama corporation.

3. Consenting Limited Partner hereby acknowledges the satisfaction or waiver of any and all conditions to the transfer of the GP Interest and the admission of the Substitute General Partner:

4. General Partner hereby agrees to undertake any and all filings with third parties that may be required in connection with the transfer described herein.

5. General Partner will take all reasonable measures to ensure that all tax returns are filed timely as soon as General Partner has authority to do so.

6. (Intentionally Deleted)

7. (Intentionally Deleted)

8. In the event General Partner shall default in its obligations to timely make a TR Required Filing, then Withdrawing Limited Partner and Withdrawing General Partner shall be entitled to engage its own accountants, at the expense of General Partner, to remedy General Partners default. In the event Withdrawing Limited Partner and Withdrawing General Partner shall do so, General Partner shall, to the best of its ability, cooperate with and assist Withdrawing Limited Partner and Withdrawing General Partner in connection with such remedy.

9. (Intentionally Deleted)

10. Withdrawing Limited Partner and Withdrawing General Partner are and intended beneficiary of Sections 5, 6, 7, 8, and 9 hereof. Accordingly, neither General Partner, nor Substitute Limited Partner nor their successors in interest or transfers shall amend the provisions of Sections 5, 6, 7, 8, or 9 hereof absent the prior written consent of Withdrawing Limited Partner and Withdrawing General Partner, or, in the case of Section 5, 6, 7, or 9 the prior complete compliance with the terms thereof

11. General Partner represents, warrants and covenants that the Certificate is in full force and effect and has not been amended. General Partner represents that the Partnership Agreement is in full force and effect in accordance with its terms and has not been amended, and that there are no breaches or defaults, and no events which would constitute a breach or default with the passage of time, the giving of notice, or the satisfaction of other procedural requirements, by any party under the Partnership Agreement. General Partner represents, warrants and covenants that any further transfer of the Interests shall be consummated in such manner as to prevent the termination of the Partnership as a limited partnership under local law.

12. Each of General Partner/Substitute General Partner and Substitute Limited Partner

hereby agrees to continue the Partnership pursuant to the Partnership Agreement.

13. The effective date of this Amendment (the Effective Date) shall be June 13, 2012.

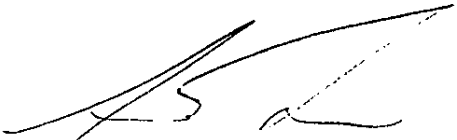
14. In all other respects, the Partnership Agreement shall continue in full force and effect and is hereby ratified and confirmed by the undersigned.

15. This Amendment may be signed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same document.


16. Defined terms used but not defined herein shall have the respective meanings ascribed to them in the Partnership Agreement.

17. Schedule A is attached hereto setting forth the Certificate of Limited Partnership and interests of the partners.

WITHDRAWING GENERAL PARTNER:




STANLEY A. CARVER a/k/a STANLEY ARDEN CARVER
by his Attorney-in-Fact, AARON STANTON CARVER


S. ELLEN CARVER, an individual

Florida
STATE OF ~~ALABAMA~~
COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 20th day of Sept, 2012, by STANLEY A. CARVER a/k/a STANLEY ARDEN CARVER by his Attorney-in-Fact-, AARON STANTON CARVER, as Withdrawing General Partner of Sherwood Apartments, Ltd. , who is personally known to me or who has produced _____ as identification and who did not take an oath.


Notary Public
(SEAL)



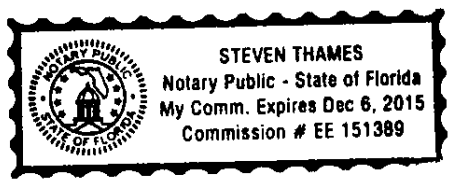
Florida
STATE OF ALABAMA
COUNTY OF *Santa Rosa*

The foregoing instrument was acknowledged before me this *26th* day of *Sept*, 2012, by S. ELLEN CARVER, as Withdrawing General Partner of Sherwood Apartments, Ltd. , who is personally known to me or who has produced _____ as identification and who did not take an oath.

Steven Thames
Notary Public
(SEAL)

SUBSTITUTE GENERAL PARTNER:

ARD, INC., an Alabama corporation,
authorized to do business in Florida as
ARD PROPERTY MANAGEMENT, INC.

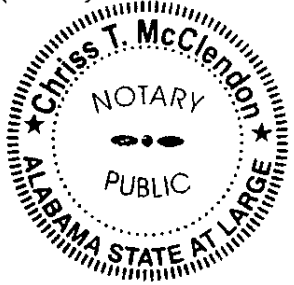


Willard Corley
BY: WILLARD CORLEY
ITS: President

STATE OF ALABAMA
COUNTY OF *Tuscaloosa*

The foregoing instrument was acknowledged before me this *27th* day of *August*, 2012, by WILLARD CORLEY as President of ARD, Inc., an Alabama corporation, authorized to do business in Florida as ARD PROPERTY MANAGEMENT, INC., as Substitute General Partner of Sherwood Apartments, Ltd., who is personally known to me or who has produced _____ as identification and who did not take an oath.

Chriss T. McClendon
Notary Public
(SEAL)



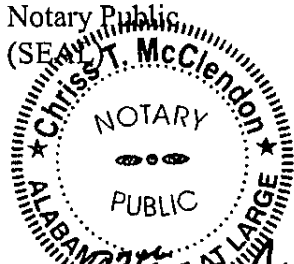
CONSENTING LIMITED PARTNER:

Willard Corley
WILLARD CORLEY, an individual

[Signature]
RODNEY CORLEY, an individual

STATE OF ALABAMA
COUNTY OF Tuscaloosa

The foregoing instrument was acknowledged before me this 27th day of August, 2012, by WILLARD CORLEY as Substitute Limited Partner of Sherwood Apartments, Ltd., who is personally known to me or who has produced _____ as identification and who did not take an oath.

Christ T. McClendon
Notary Public
(SEAL)


STATE OF ALABAMA
COUNTY OF Tuscaloosa

The foregoing instrument was acknowledged before me this 27th day of August, 2012, by RODNEY CORLEY as Substitute Limited Partner of Sherwood Apartments, Ltd., who is personally known to me or who has produced _____ as identification and who did not take an oath.

Christ T. McClendon
Notary Public
(SEAL)
