

A93000001122

ALAN S. MURPHY, Jr

Requestor's Name

7948 DUNSTABLE CIRCLE

Address

ORLANDO FL 32817 4076779652

City/State/Zip

Phone #

Office Use Only

97 DEC 12 PM 4:17
SECRETARY OF STATE
TALLAHASSEE FLORIDA

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FILED

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

1. STUDIO CONDOR APARTMENTS, LTD.
(Corporation Name) (Document #)

50000276845--5

-12/18/97--01081--009

*****52.50

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. LIMITED PARTNERSHIP
(Corporation Name) (Document #)

AMENDMENT

☐ Walk in

☐ Pick up time

☐ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

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| NEW FILINGS | |
|--------------------------|-------------------|
| <input type="checkbox"/> | Profit |
| <input type="checkbox"/> | NonProfit |
| <input type="checkbox"/> | Limited Liability |
| <input type="checkbox"/> | Domestication |
| <input type="checkbox"/> | Other |

| AMENDMENTS | |
|--------------------------|--|
| <input type="checkbox"/> | Amendment |
| <input type="checkbox"/> | Resignation of R.A., Officer/ Director |
| <input type="checkbox"/> | Change of Registered Agent |
| <input type="checkbox"/> | Dissolution/Withdrawal |
| <input type="checkbox"/> | Merger |

| OTHER FILINGS | |
|--------------------------|------------------|
| <input type="checkbox"/> | Annual Report |
| <input type="checkbox"/> | Fictitious Name |
| <input type="checkbox"/> | Name Reservation |

| REGISTRATION/ QUALIFICATION | |
|-----------------------------|---------------------|
| <input type="checkbox"/> | Foreign |
| <input type="checkbox"/> | Limited Partnership |
| <input type="checkbox"/> | Reinstatement |
| <input type="checkbox"/> | Trademark |
| <input type="checkbox"/> | Other |

BK 12/11/97

LP - 52.50

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CORAPAMND

09700005386

12/12/97

THIRD AMENDED CERTIFICATE OF LIMITED PARTNERSHIP
of

Studio Concord Apartments, Ltd.

I, the undersigned, being the Sole Limited Partner and representing 100% of the Limited Partnership interests and 99% of all interests in said Limited Partnership, desiring to AMEND and ALTER the Limited Partnership previously formed by replacing the General Partner thereof in order to effect the winding up and dissolution of the Partnership, do hereby certify:

1. The name of the Partnership shall remain **Studio Concord Apartments, Ltd.**
2. The Partnership purpose are AMENDED to be to wind up the affairs of the Partnership in contemplation of its dissolution, as a result of the sale of apartment complex in Orlando Florida known as "**Studio Concord Apartments**", hereinafter known as the "**Project**", a Low Income Housing project previously owned by the Partnership. The Partnership, by and through the General Partner thereof, shall have the right to engage in any related business activities as are required to effect the winding up and dissolution of the Partnership.
3. The Name and Place of Business of the General Partner of the Partnership is AMENDED to be:
SCA Recovery Corporation
7948 Dunstable Circle
Orlando, Florida 32817
4. The Principal Place of Business of the Partnership is AMENDED to be:
7948 Dunstable Circle
Orlando, Florida 32817
5. The Mailing Address of the Partnership is AMENDED to be:
7948 Dunstable Circle
Orlando, Florida 32817
6. The Registered Agent for Service of Process of this Limited Partnership and the Address of the Registered Office shall be AMENDED to be:
Alan S. Murphy
7948 Dunstable Circle
Orlando, Florida 32817
7. Principal Officer of General Partner is:
Alan S. Murphy, President
8. There shall be one Original Limited Partner. It is anticipated that this Original Limited Partner shall withdraw his right title and interest in the Project, reserving for itself, however, a total of One Percent (1 %) of all interest as a Limited Partner in the project. The terms of this investment unit are described in Paragraph 13, below.
9. The Partnership shall exist for a period of Fifty years from the date of its creation or until such earlier time that may be dissolved by operation of law or specific, intentional acts of the General Partner, with the consent of eighty percent (80%) of the Limited Partners.
10. The amount of cash and the description of and agreed value of other property contributed by the Limited Partner is Five Hundred Dollars (\$500.00).
11. No Limited Partner is under obligation to make additional contributions to the Partnership but

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may make such contributions as needed as may from time to time be agreed upon by a majority of the Limited Partners.

12. The Limited Partner's contribution was made and received by the Partnership no later than the day of execution of the Partnership Agreement.

13. All net cash flow to be distributed to the Limited Partners shall be made in cash only. The share of net cash flow or any other compensation by way of income, other than Tax Credits, which each Limited Partner shall receive by reason of his or her contribution, pro rata. Limited Partners shall receive Ninety-Nine Percent (99%) of Net Cash Flow and Ninety-Nine Percent (99%) of all Tax Credits.

14. The Limited Partner has made an initial contribution to the Partnership in the amount of Five Hundred Dollars (\$500). These funds operated as "seed funding", along with Five Hundred Dollars (\$500) from the General Partner to begin the process of buying, selling, syndicating, constructing, rehabilitating, and managing a multi-family apartment complex in Orlando, Florida known as "Studio Concord Apartments",

15. There shall be no order of priority as to return of contributions or compensation to any of the Limited Partners, other than the fact that the Original Limited Partner shall retain One Percent (1 %) of the Limited Partners' share of Tax Credits and Net Cash Flow.

16. In the event of the death, retirement, removal (by a vote of all partners holding at least 80% in interest in Tax Credits allocated to the Partnership property), or insanity of a General Partner, the remaining General Partners, if any, shall have the right to carry on the business of the Partnership, but shall offer the Limited Partners a limited right of withdrawal from the Partnership on conditions that; (1) the Partnership buy out such Limited Partners only to the extent the Partnership can sustain such cash withdrawals, and (2) such withdrawals as may be requested shall not constitute a constructive dissolution of the Partnership. The terms of such buy-out shall be a return of contributed capital, less that amount of distribution to the each such Limited Partner that exceeds the equivalent of seven percent (7%) per annum, simple interest, for the period of time that the said Limited Partner's contribution was deposited with the Partnership.

17. The Limited Partners shall be entitled to an annual Preferred Return of Net Cash Flow of Five percent (5%) per annum of the contributed capital of the respective Limited Partners. This is a minimum amount to be distributed to the Limited Partners. In the event that this amount is not available to the Limited Partners in any year, the rights to this minimum Preferred Return shall be cumulative and such return will be made up to the Limited Partners in following years, before distribution of profits to the General Partners for that year present year.

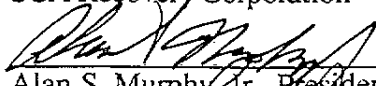
Affidavit Of Capital Contributions

Alan S. Murphy, President of SCA Recovery Corporation, a Florida Corporation, the General Partner of Studio Concord Apartments, Ltd., a Florida Limited Partnership, hereby certifies as follows: The total amount of cash and any other property contributed by all Partners to date to the Limited Partnership is Five Hundred Dollars (\$500.00).

The total amount contributed and anticipated to be contributed by the Limited Partners is Five Hundred Dollars (\$500.00).

Third Amended Certificate Of Limited Partnership
Of Studio Concord Apartments, Ltd.
Page 3

THE UNDERSIGNED has executed this certificate this 20th day of August, 1994.

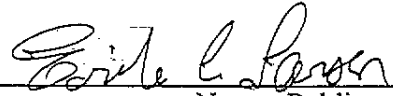
SCA Recovery Corporation
by: 
Alan S. Murphy, Jr., President

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned Notary Public, personally appeared ALAN S. MURPHY, JR., President of SCA Recovery Corporation, personally known to me, and he swore to and subscribed before me that the facts contained in the aforesaid Third Amended Certificate of Limited Partnership and Affidavit of Capital Contributions are true and correct on this 11th day of December, 1997.

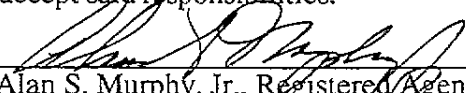


ERIK C. LARSEN
My Commission CC463461
Expires Jun. 29, 1999
Bonded by ANB
800-852-5878


Notary Public
Personally Known ☒ or Produced ID _____
Type of ID Produced _____

Acceptance Of Registered Agent

I hereby acknowledge that I am familiar with the duties and responsibilities as Registered Agent of STUDIO CONCORD APARTMENTS, LTD., and I hereby accept said responsibilities.


Alan S. Murphy, Jr., Registered Agent

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