

Diane M. Wallia

Attorney at Law

1400 MAIN STREET, SUITE 230

SARASOTA, FLORIDA 34236

(813) 955-0955

A95000000 313

January 5, 1995

Secretary of State
Division of Corporations
PO Box 6237
Tallahassee, FL 32314

700001375877

-01/11/95--01049--003

***1837.50 ***1837.50

Re: DD VILLAGE APARTMENTS, LTD.

Gentlemen:

Enclosed please find the original and one copy of the Certificate of Limited Partnership, together with a check in the sum of \$1,837.50 for Filing Fees, designation of registered agent and a Certified copy of the Certificate.

Please file the Certificate and return the Certified Copy to us at your earliest convenience. Your assistance in this matter is appreciated.

Very truly yours,


Diane M. Wallia
Attorney at Law

DMW:td
enclosures

Name	1/20/95
Availability	dec
Document	
Examiner	
Updater	
Updater	
Verifier	
Approved	
W. R. Verker	

FILED
1995 MAR -7 PM 2:30
TALLAHASSEE, FLORIDA

TC
\$1,881,000.00

W95000001401

A95000000313

Diane M. Walia

Attorney at Law

1400 MAIN STREET, SUITE 230
SARASOTA, FLORIDA 34236
(813) 957-3306

February 28, 1995

Secretary of State
Division of Corporations
PO Box 6237
Tallahassee, FL 32314

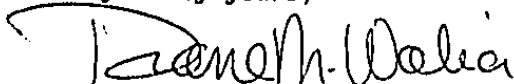
Re: DD VILLAGE APARTMENTS, LTD.

Gentlemen:

Enclosed please find the Certificate of Limited Partnership, amended to reflect the mailing address at paragraph 3.

Please file the Certificate and return the Certified Copy to us at your earliest convenience. Your assistance in this matter is appreciated.

Very truly yours,



Diane M. Walia
Attorney at Law

DMW:td
enclosures



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

January 20, 1995

DIANE M. WALIA
1400 MAIN STREET, SUITE 230
SARASOTA, FL 34236

SUBJECT: DD VILLAGE APARTMENTS, LTD.
Ref. Number: W95000001401

We have received your document for DD VILLAGE APARTMENTS, LTD. and your check(s) totaling \$1837.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 620.108, Florida Statutes, requires that limited partnership certificates include the mailing address in addition to the principal place of business address. Please correct your document accordingly. If the mailing address and principal place of business are one and the same, please be sure this is clearly reflected in your document.

Section 620.108, Florida Statutes, requires that limited partnership certificates include the mailing address in addition to the principal place of business address. Please correct your document accordingly. If the mailing address and principal place of business are one and the same, please be sure this is clearly reflected in your document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6913.

Diane Cushing
Corporate Specialist

Letter Number: 495A00002465

Prepared by

Diane M. Walla, Esq.
1420 Main Street, Suite 230
Sarasota, Florida 34236

CERTIFICATE OF LIMITED PARTNERSHIP
OF
DD VILLAGE APARTMENTS, LTD.

FILED
ISSUED - 7 PM 2:30
FEB 1981
CLERK OF COURT
JUDICIAL CIRCUIT IN AND FOR
THE STATE OF FLORIDA
SARASOTA COUNTY

KNOW THAT, WAL-NAT ENTERPRISES, INC., a Florida corporation, having an address at 1420 Main St., #210, Sarasota, Florida 34236 ("General Partner"), and DD VILLAGE APARTMENTS, a limited partnership, having an address at 1420 Main Street, #210, Sarasota, Florida 34236 ("Limited Partner"). DO HEREBY CERTIFY THAT:

1. The name of the Partnership is "DD VILLAGE APARTMENTS, LTD."
2. The character of the business of the Partnership is to acquire, own, hold, rehabilitate, improve, manage and operate the real property known as DD Village Apartments, located in Orlando, Florida (the "Property"); to construct improvements on the Property; to incur indebtedness, secured and unsecured; to mortgage, finance, refinance, encumber, lease, sell, exchange, convey, transfer or otherwise deal with or dispose of the Property; to enter into and perform contracts and agreements incidental to the business of the Partnership; and to carry on any other activities necessary and incidental to the foregoing.
3. The location of the principal place of business and the mailing address of the Partnership is 1420 Main St., #210, Sarasota, Florida 34236. The General Partner is the agent of the Partnership for the service of process at said address.
4. The Partnership hereby designates Harry Walla, whose post office address is 1420 Main Street, #210, Sarasota, Florida 34236, as the Registered Agent of the Partnership for the service of process.
5. The name and address of the General Partner are: WAL-NAT ENTERPRISES, INC., a Florida corporation, having an address at 1420 Main St., #210, Sarasota, Florida 34236 ("General Partner"). The name and address of the Limited Partner are: DD VILLAGE APARTMENTS, a limited partnership, having an address at 1420 Main Street, #210, Sarasota, Florida 34236 ("Limited Partner").
6. The General Partner has contributed to the capital of the Partnership all of the General Partner's right, title and interest in and to the Property. The Limited Partner has contributed to the capital of the Partnership \$1,881,000.

7. Any Limited Partner may elect to pay percent of such contribution by delivery of a Promissory Note, providing for payments of said portion of the capital contribution according to a schedule more particularly described in the Promissory Note annexed to the Limited Partnership Agreement as an exhibit. No additional contributions have been agreed to be made by the Limited Partner.

8. As used in the Limited Partnership Agreement, the term "Partners' Percentage Interests" means the percentages set forth opposite the name of each Partner below:

General Partner -- Percentage Interest

WAL-NAT ENTERPRISES, INC. -- 1% percent

Limited Partner -- Percentage Interest

DD VILLAGE APARTMENTS -- 99% percent

During each fiscal year, the net profits and net losses of the Partnership (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Partner in proportion to the Partners' Percentage Interests.

The net profits of the Partnership from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital account of the Partners in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Partners in proportion to the Partners' Percentage Interests. The net losses of the Partnership from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balances in the capital accounts of any Partners are in excess of the original contributions of such Partners, in proportion to each excess balance in the capital accounts until all such excess balances have been reduced to zero; then (b) to the Partners in proportion to the Partners' Percentage Interests.

The cash receipts of the Partnership shall be applied in the following order of priority: (a) to the payment by the Partnership of interest and amortization on any mortgages on the Property, amounts due on debts and liabilities of the Partnership other than to any Partner, costs of the construction of the improvements to the Property, and operating expenses of the Partnership; (b) to the payment of interest and amortization due on any loan made to the Partnership by any Partner; (c) to the establishment of cash reserves determined by the General Partner to be necessary or appropriate, including without limitation reserves for the operation of the Partnership's business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Partnership by any Partner. Thereafter, the cash receipts of the Partnership shall be distributed among the Partners as provided in the Limited Partnership Agreement.

Except as otherwise provided in the Limited Partnership Agreement or required by law, distributions of cash receipts of the Partnership, other than from capital transactions, shall be allocated among the Partners in proportion to the Partners' Percentage Interests.

Except as otherwise provided in the Limited Partnership Agreement or required by law, distributions of cash receipts from capital transactions shall be allocated in the following order of priority: (a) to the Partners in proportion to their respective capital accounts until each Partner has received cash distributions equal to any positive balance in his capital account; then (b) to the Partners in proportion to the Partners' Percentage Interests.

9. The contributions of the Limited Partner are to be returned upon the dissolution of the Partnership, to the extent the Partnership has funds available therefor, or, subject to the limitations imposed by law, at such earlier time as may be determined by the General Partner in accordance with the Limited Partnership Agreement.

10. No Limited Partner is given any right to demand or receive property other than cash in return of his capital contribution, provided, however, that in the event of the liquidation of the Partnership there may be distributed property of the Partnership in kind to the Limited Partner in return for its capital contributions, as is more particularly set forth in the Limited Partnership Agreement.

11. No Limited Partner has the right to substitute an assignee as a Limited Partner in his place except with the consent of the General Partner and in accordance with the terms and conditions of the Limited Partnership Agreement. The Limited Partnership Agreement includes a right of first refusal if a Partner desires to assign or transfers any interest in the Partnership.

11. The General Partner has not been given the right to admit additional Limited Partners into the Partnership.

12. The term of Partnership shall continue until December 31, 2030, unless sooner terminated pursuant to the terms and

conditions of the Limited Partnership Agreement. The Partnership shall terminate upon the occurrence of any of the following: the disposition of all or substantially of the Property and other assets of the Partnership; the decision of the General Partner with the consent of the Limited Partners holding a majority in interest of the Limited Partners' interests hereunder; or any other event which pursuant to the Limited Partnership Agreement shall cause a termination of the Partnership.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate on October 31, 1994.

ATTEST:

By

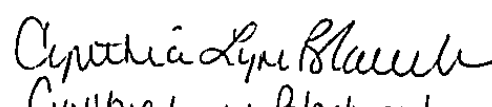
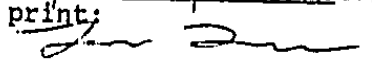

Secretary

WAL-NAT ENTERPRISES, INC.

By

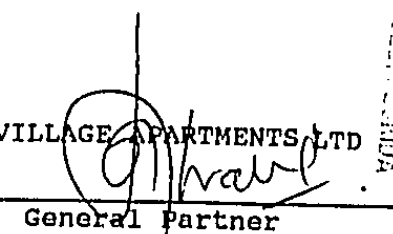

President

In the presence of:


Cynthia Lynn Blackman
print:

Leon Quenen
print:

DD VILLAGE APARTMENTS LTD

By


General Partner

FILED
1995 MAR -7 PM 2:30
STATE OF FLORIDA
CLERK OF THE COURT

DD VILLAGE APARTMENTS, ORLANDO FLORIDA

	PERCENTAGE OF INTEREST	CAPITAL CONTRIBUTION
<u>General Partner</u>		
WAL-NAT ENTERPRISES, INC.		
Ponnuswamy Natarajan President 1540 Tamiami Trail Sarasota, Fl	.5%	\$ 9,500
Harry Wallia Vice President 1420 Main St., #210 Sarasota, FL 34236	.5%	\$ 9,500
GENERAL PARTNER TOTAL		\$ 19,000

DD VILLAGE APARTMENTS, LTD.		
<u>Limited Partners</u>		
Ponnuswamy Natarajan & Deana Natarajan, as tenants by the entireties 1540 Tamiami Trail Sarasota, FL 342	24.75%	\$470,250
Harry S. Wallia & Diane M. Wallia, as tenants by the entireties 1420 Main St. #210 Sarasota, FL 34236	24.75%	\$470,250
Govind Rajan & Padmani Rajan, as tenants by the entireties 4376 Presidential Ave. Circle East Bradenton, FL 34203	24.75%	\$470,250
Thiru Arasu & Judith Arasu as tenants by the entireties 14708 Croydon Place Tampa, FL 33618	24.75%	\$470,250
LIMITED PARTNERS TOTAL		\$1,881,000

FILED
1995 MAR -7 PM 2:30
TALLAHASSEE, FLORIDA

STATE OF FLORIDA)
COUNTY OF DADE) SS.:

The foregoing instrument was acknowledged before me on the 22nd day of October, 1994, by HARRY WALIA ^{NEVENILAY}, to me known, who being duly sworn, did depose and say and did acknowledge that he is the ~~HARRY WALIA~~ ^{NEVENILAY} resident of WAL-NAT ENTERPRISES, INC., the corporation described in and which executed the foregoing Certificate; that he knows the seal of said corporation; that the seal affixed to said Certificate is such corporate seal; that it was so affixed by the order of the board of directors of the said corporation; and that he signed his name thereto by like order. He ☒ is personally known to me, or ☐ produced the following type of identification:

He did (did not) take an oath.

Cynthia Lynn Blackmon

print: CYNTHIA LYNN BLACKMON
Notary Public

My commission expires on



Notary Public, State of Florida
CYNTHIA LYNN BLACKMON
My Comm. Exp. July 13, 1996
Comm. No CC 214610

A95000000313

LIMITED PARTNERSHIP

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

96 JUL 16 PM 3:16

DOCUMENT # A95000000313

1. Name of Limited Partnership:
DD Village Apartments Ltd

(DO NOT WRITE IN THIS SPACE)

2. Mailing Address
PO Box 1774
Suite Apt # etc
City & State
Venice FL 34284-1774
Zip
34284-1774
Country
USA

3. Principal Office Address
1420 Main St #210
Suite Apt # etc
City & State
Sarasota FL
Zip
34236
Country
USA

4. Date Formed or Registered To Do Business in Florida 3/7/95

5. FET Number
Applied for ☒ Applied For
Not Applicable ☐

6. CERTIFICATE OF STATUS DESIRED ☐ ☒ ☐

7. State or Country of Formation FL

8a. Capital Contributions as Given on Record
1881,000.00

8b. Amount of Capital Contributions in FLORIDA to date
1,581,000.00

FEES: 1) Filing Fee(s) Computed at a rate of \$7 per \$1,000 on amount entered in 8b, with a minimum filing fee of \$52.50 and a maximum of \$437.50, for each year due this office.
2) Supplemental Fee(s) \$136.75 for each year due this office, beginning with 1992 calendar year.
3) Penalty Fee(s) \$500 penalty fee for each year report form is delinquent.
Note: If the amount entered in 8b is greater than amount entered in 8a, a supplemental affidavit must be submitted along with a separate and appropriate filing fee.

9. Name and Address of Current Registered Agent

Harvey Walia
1420 Main St #210
Sarasota FL
34236

10. If changed, new registered agent/office

Name
Street Address (P.O. Box Number is Not Acceptable)
Suite Apt # etc
City
Zip Code

10a. Pursuant to the provisions of sections 620.1051 and 620.192, Florida Statutes, the above-named limited partnership organized or registered under the laws of the State of Florida, submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by its general partner(s). I hereby accept the appointment of registered agent. I am familiar with, and accept the obligations of section 620.192, Florida Statutes.

SIGNATURE (Registered Agent Accepting Appointment)

A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE.

11. Names of General Partner(s)
Wal - Nat Enterprises Inc

Address of Each General Partner (Do NOT Use Post Office Box Numbers)
1420 Main St #210 Sarasota FL 34236

City, State and Zip Code
Sarasota FL 34236

11a. Registration Document Number
P974000081228

REINSTATEMENT 96

Q 7-16

Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.

12. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(3)(k), Florida Statutes. I release the Division of Corporations from any liability of non-compliance with Section 119.07(3)(k) in the event that the information supplied is deemed exempt from public access. I further certify that the information indicated on this annual report is true and accurate and that my signature shall have the same legal effects as if made under oath. I further certify that I am a General Partner of the limited partnership, receiver or trustee, empowered to execute this report as required by chapter 620, Florida Statutes.

SIGNATURE

DATE

6/22/96
(414) 484-6696

Typed or Printed

General Partner Signing Form

CR20039 (4/95)