

A95000000580

GRASSANO ASSOCIATES, INC.

Key: Florida Mercantile Center

FLORIDA MERCANTILE CENTER
1400 NORTH FEDERAL HIGHWAY
SUITE 210
BOCA RATON, FL 33433
TEL: (305) 993-0000
FAX: (305) 993-0000

March 29, 1995

VIA FEDERAL EXPRESS

Florida Department of State
Division of Corporations
400 E. Gaines Street
Tallahassee, Florida 32399

RECEIVED
DIVISION OF CORPORATIONS
MARCH 30 1995

Re CERTIFICATE OF LIMITED PARTNERSHIP
SEASONS OF TAMPA BAY, LTD

Gentlemen

Enclosed please find duplicate executed original copies of the Certificate of Limited Partnership for Seasons of Tampa Bay, Ltd. together with my Affidavit for acceptance as registered agent in Florida. Please record the enclosed certificate and return a certified copy to the undersigned at your earliest convenience.

Sincerely,

ALAN R. GRASSANO

ARG:bm
Enclosure

RECEIVED
DIVISION OF CORPORATIONS
MARCH 30 1995

W95000007217

4/4/95
dec

1,000,000.00

5250

A95000000580

TC
\$300,000.00

GRASSANO ASSOCIATES, INC.

Real Estate Management Consultants

STUDENT PLACEMENT CENTER
1315 NORTH FEDERAL HIGHWAY
SUITE 100
BOCA RATON, FL 33433
TEL: (305) 995-0000
FAX: (305) 995-5000

April 7, 1995

VIA FEDERAL EXPRESS

Ms. Diane Cushing
Florida Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

Re: CERTIFICATE OF LIMITED PARTNERSHIP
SEASONS OF TAMPA BAY, LTD.

Dear Ms. Cushing

As per your letter dated April 4, 1995 (attached) Enclosed please find duplicate executed original copies of the Affidavit and Certificate of Limited Partnership for Seasons of Tampa Bay, Ltd. along with a check for \$1,715. Please record the enclosed certificate and return a certified copy to the undersigned at your earliest convenience

Sincerely,


ALAN R. GRASSANO

ARG:lbm
Enclosure

cletters\937fds

GRASSANO ASSOCIATES, INC.

Real Estate Managers and Consultants

AERIAL FINANCIAL CENTER
3500 NORTH FEDERAL HIGHWAY
SUITE 210
BOCA RATON, FL 33433
TEL: (305) 995-0300
FAX: (305) 995-0301

April 7, 1995

VIA FEDERAL EXPRESS

Florida Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

Re: CERTIFICATE OF LIMITED PARTNERSHIP
SEASONS OF TAMPA BAY, LTD.

Gentlemen:

Enclosed please find duplicate executed original copies of the Certificate of Limited Partnership for Seasons of Tampa Bay, Ltd. together with my Affidavit for acceptance as registered agent in Florida. Please record the enclosed certificate and return a certified copy to the undersigned at your earliest convenience.

Sincerely,


ALAN R. GRASSANO

ARG:lbm
Enclosure

c:letters\937fids



FLORIDA DEPARTMENT OF STATE
Sandra B. Morham
Secretary of State

April 4, 1995

ALAN R. GRASSANO
ATRIUM FINANCIAL CENTER
1515 N. FEDERAL HWY., STE 210
BOCA RATON, FL 33432

SUBJECT: SEASONS OF TAMPA BAY, LTD.
Ref Number: W95000007217

We have received your document for SEASONS OF TAMPA BAY, LTD. and your check(s) totaling \$122.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Pursuant to section 620.108, Florida Statutes, an affidavit declaring the amount of the capital contributions of the limited partners and the amount anticipated to be contributed by the limited partners must accompany the certificate of limited partnership. The affidavit must be signed by all general partners and notarized.

Based on the information that is contained in the certificate the filing fee for this limited partnership will be a total of \$1,837.50. We will need an additional \$1,715. You may add the words "Affidavit and" to the heading of the certificate if you wish.

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: 495A00015178

AFFIDAVIT AND
CERTIFICATE OF LIMITED PARTNERSHIP
OF

SEASONS OF TAMPA BAY, LTD.

We, the undersigned, desire to form a Limited Partnership pursuant to the Revised Limited Partnership Act of the State of Florida, Florida Statutes, Section 620.108 (the "Act"), on the terms and conditions hereinafter set forth and set forth in the Agreement of Limited Partnership for SEASONS OF TAMPA BAY, LTD. (the "Partnership Agreement"). The following is the information required under the Act.

(a) The Name of the Partnership:

SEASONS OF TAMPA BAY, LTD.

(b) The General Character of the Business:

The general character of the business of the Partnership is to own, operate, develop, redevelop and otherwise exploit real and personal property;

(c) The Address of Registered Office and Name and Address of Registered Agent for Service of Process:

ALAN R. GRASSANO
1515 North Federal Highway
Suite 210
Boca Raton, Florida 33432

(d) The Names and Business Addresses of each General Partner:

GRASSANO ASSOCIATES, INC.
1515 N. Federal Highway
Suite 210
Boca Raton, Florida 33432

S07745

(e) Mailing Address and Principal Place of Business

The mailing address and the principal place of business of the Partnership is:

1515 North Federal Highway
Suite 210
Boca Raton, Florida 33432

Prepared by:


DONALD A. RICHARDS, Esq.

- (f) The Latest Date Upon Which The Partnership is to Dissolve

The latest date upon which the limited partnership is to dissolve is December 31, 2021.

- (g) The Aggregate Amount of Cash and a Description and Statement of the Agreed Value of the Other Property or Service Contributed by All Partners and which All Partners have Agreed to Contribute in the Future:

Cash Contributions

Grassano Associates, Inc.	\$1.00
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Initial Limited Partners

Alan Grassano	\$1.00
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The total amount of capital contribution anticipated to be contributed by the limited partners is \$300,000.

- (h) The Times at which or Events on the Happening of which any Additional Contributions, If Any, Agreed to be Made by Each Partner are to be Made:

No partner shall be required to make any additional contributions to the capital of the partnership at any time or upon the happening of any event.

- (i) Any Power of a Limited Partner to Grant the Right to Become a Limited Partner to an Assignee of any Part of his Partnership Interest and the Terms and Conditions of the Power:

A limited partner has the power to grant the right to become a limited partner to an assignee of all or any part of his entire right, title and interest in the Partnership only upon approval in writing by all of the General Partners of the Partnership.

- (j) If Agreed Upon, the Time at Which or the Events on the Happening of Which a Partner May Terminate his Membership in the Limited Partnership and the Amount of or the Method of Determining the Distribution to Which He May be Entitled Respecting his Partnership Interest, and the Terms and Conditions of the Termination and Distribution:

Upon an Event of Termination (as hereinafter defined), amounts remaining after the expenditure of amounts necessary to satisfy (i) the Partnership's expenses, (ii) and the Partnership's debts, and (iii) all reserves determined by the general partners in their discretion to be appropriate, shall be distributed to the partners as follows:

(i) 1% to the General Partners, in proportion to their respective positive capital account balances determined after giving effect to all allocations of profits and losses of the Partnership (including profits and losses from the sale or other disposition of assets of the Partnership in connection with liquidation) until the occurrence of the Investment Recovery Event as defined in the Partnership Agreement;

(ii) Thereafter, the balance of such proceeds, if any, shall be distributed to the Partners in an amount equal to their respective Capital Contribution Participation Percentage as defined in the Partnership Agreement;

As used herein, the term "Event of Termination" includes the following:

(i) December 31, 2021;

(ii) the bankruptcy, insolvency or withdrawal of, or assignment for the benefit of creditors of any General partner if any remaining General Partners do not elect to continue the Partnership, or if there are no remaining General Partners, if the Limited Partners do not determine to reconstitute the Partnership and elect a new General Partner or General Partners as hereinafter provided;

(iii) the sale or other disposition of the Project, unless the Partnership receives therefrom a purchase money note or unless the disposition involves a like kind exchange of property in which events the Partnership shall continue until the note is fully paid or sold or the property received in exchange is sold or otherwise disposed of without receipt of a purchase money note or an exchange or property; or

(iv) at any time, by the affirmative votes of the General Partners and a vote of a majority in interest of the Limited Partners;

(v) when there is only one partner.

- (k) Any Right of a Partner to Receive, or of a General Partner to Make, Distributions to a Partner which Include a Return of All or Any Part of the Partner's Contribution.

In addition to distributions to be made to the partners referred to in Paragraph (h) above, a partner shall have the right to receive, and a general partner shall be entitled to make, distributions of cash or other property which may include all or a part of the partner's contribution to the Partnership upon the occurrence of an Event of Termination, unless other distributions are agreed to from time to time.

- (l) The Time at Which or Events Upon the Happening of Which the Limited Partnership is to be Dissolved and its Affairs Wound Up:

The Partnership will be dissolved on December 31, 2021, unless sooner terminated upon the happening or the occurrence of one of the following events:

(i) the bankruptcy, insolvency or withdrawal of, or assignment for the benefit of creditors of any General partner if any remaining General Partners do not elect to continue the Partnership, or if there are no remaining General Partners, if the Limited Partners do not determine to reconstitute the Partnership and elect a new General Partner or General Partners as hereinafter provided;

(ii) the sale or other disposition of the Project, unless the Partnership receives therefrom a purchase money note or unless the disposition involves a like kind exchange of property in which events the Partnership shall continue until the note is fully paid or sold or the property received in exchange is sold or otherwise disposed of without receipt of a purchase money note or an exchange or property; or

(iii) at any time, by the affirmative vote of the General Partners and a vote of a majority in interest of the Limited Partners;

(m) Any Right of the Remaining General Partners to Continue the Business on the Happening of an Event of Withdrawal of a General Partner.

The remaining General Partners or if there are no remaining General Partners, the Limited Partners, have the right to continue the business of the Partnership on the death, retirement or insanity of a General Partner.

IN WITNESS WHEREOF, we have executed or caused this certificate to be executed this 29TH day of MARCH, 1995.

WITNESS:

Amee Burns

GENERAL PARTNERS:
GRASSANO ASSOCIATES, INC.

By: Alan R. Grassano, President

WITNESS:

Amee Burns

LIMITED PARTNERS:

Alan R. Grassano

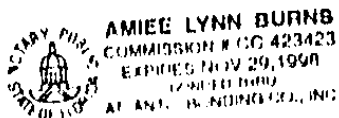
Q:\WP50\PERH\G\252-TAMPA.BAY

FILED
MAR 31 1995
9 20

STATE OF FLORIDA)
) 33.1
COUNTY OF PALM BEACH)

Before me, a Notary Public in and for said county,
personally appeared ALAN R. GRASSANO, known to me to be the
persons who executed the foregoing instrument, signed the name
and acknowledged to me that they did so sign said instrument in
their name as their free and voluntary act and deed.

In testimony whereof, I have hereunto subscribed my
name, and affixed my official seal this *21st* day of *March*,
1995.



Amiee Lynn Burns
Notary Public of Florida

STATE OF FLORIDA)
) H.B. 1
COUNTY OF PALM BEACH)

BE IT REMEMBERED, that on this, 24th day of March, 1995,
before me, the subscriber, a Notary Public of the State of Florida,
personally appeared ALAN R. GRASSANO, who, being by me duly sworn
on his oath, deposed and made proof to my satisfaction that he is
the President of GRASSANO ASSOCIATES, INC., and the person who has
signed the within instrument; and I having first made known to him
the contents thereof, he did acknowledge that the facts stated
therein are true and that he signed, sealed with the proper
corporate seal and delivered the same as such officer on behalf of
the corporation as its voluntary act and deed, made by virtue of
authority from its Board of Directors, for the uses and purposes
therein expressed.



AMIEE LYNN BURNS
COMMISSION # 423423
EXPIRES NOV 29, 1998
LEWIS D. BURN
ATLANTA, GEORGIA

Amiee Lynn Burns
Notary Public of Florida

Print Name: _____

My Commission Expires: _____

ACCEPTANCE OF APPOINTMENT AS AGENT FOR SERVICE OF PROCESS

Having been named as the agent for service of process for
SEASONS TAMPA BAY, LTD., a Florida limited partnership
("Partnership"), in the foregoing Certificate of Limited
Partnership and Affidavit of Capital Contributions, I, on behalf of
the Partnership, hereby agree to accept service of process for said
Partnership and to comply with any and all statutes relative to the
complete and proper performance of the duties of agent for service
of process.

Alan R. Grassano
ALAN R. GRASSANO

A 95 000 000 580

GRASSANO ASSOCIATES, INC.

GRASSANO ASSOCIATES, INC.

GRASSANO ASSOCIATES, INC.
1515 N. FEDERAL HIGHWAY-SUITE 218
BOCA RATON, FLORIDA 33432
TEL. (305) 391-1111
FAX (305) 391-1111

August 25, 1995

Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

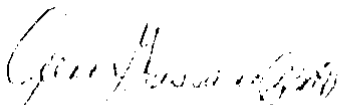
RE: Harbor Green Apartments
Registration No. G95193000142

Dear Sir/Madam:

Please be aware that Grassano Associates, Inc. is the General Partner of Seasons of Tampa Bay, Ltd., the partnership that owns the above-referenced apartments. Please note that the mailing address of the partnership is:

Seasons of Tampa Bay, Ltd.
c/o Grassano Associates, Inc.
1515 N. Federal Highway-Suite 218
Boca Raton, Florida 33432

Sincerely,



ALAN R. GRASSANO
President

c:\seasons\lfs

address
change
BT 9/7

FILE ON OR BEFORE APRIL 5, 1996 TO AVOID
REVOCATION AND \$500 PENALTY FEE

LIMITED PARTNERSHIP
ANNUAL REPORT
1996



FLORIDA DEPARTMENT OF STATE
Tandra M. Harn
Secretary of State
DIVISION OF CORPORATIONS

FILED
96 MAR -7 AM 11:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. Name of the Partnership

1a. DOCUMENT #
A95000000580

SEASONS OF TAMPA BAY, LTD.

Mailing Address

% GRASSANO ASSOCIATES, INC.
1515 N. FEDERAL HIGHWAY, STE. 210
BOCA RATON FL 33432

Principal Office Address

% GRASSANO ASSOCIATES, INC.
1515 N. FEDERAL HIGHWAY, STE. 210
BOCA RATON FL 33432

If above addresses are the same, check this box and enter only the principal office address in Block 9 and the 2a

3. Date of Report or Registration in the State of
FLORIDA 04/11/1995

3a. Date of Report

4. State of Country of Formation

FL

2a. New Principal Office Address, if Applicable

5816 NW 26 COURT

BOCA RATON FL 33496

5a. Capital Contributions as of the
or the end

\$300,000.00

5b. Amount of Capital Contributions as of the
FLORIDA to date

\$300,000.00

6. Filing Number

59-3308563

Applied Fee

Not Applicable

7. CERTIFICATE OF STATUS REQUIRED

15 \$8.75 Additional Fee required
for a Certificate of Status

FEES: 1. Filing Fee: Computed at a rate of \$7 per \$1,000 on amount entered in 5b or if 5b blank, with a minimum filing fee of \$12.50 and a maximum of \$437.50.
2. Supplemental Fee: \$300.75 (pursuant to section 607.193, F.S.)
THE ANNUAL DUE SHALL BE \$100.00. IF THE DUE IS \$100.00 AND THE FEE IS \$300.75, THE TOTAL DUE IS \$400.75.
NOTE: If the amount entered in 5b is greater than the amount entered in 5a, a supplemental affidavit must be submitted along with a report and appropriate filing fee.
MAKE CHECK PAYABLE TO FLORIDA DEPT. OF STATE

9. Name and Address of Current Registered Agent

GRASSANO, ALAN R.
1515 NORTH FEDERAL HIGHWAY, SUITE 210
BOCA RATON FL 33432

10. If changed from Registered Agent (Name)

Name: GRASSANO, ALAN R.
Address (P.O. Box Number, if not Agent):
5816 N.W. 26 Court
City, State & Zip: BOCA RATON FL 33496

10a. Do you wish to change the principal office address of the partnership registered or required to register under the laws of the State of Florida? If so, submit this statement for the purpose of changing the registered office or required office in the State of Florida. Such change was authorized by the general partner(s). Note: by accepting the appointment of registered agent, the partnership is deemed to accept the filing of this statement.

Signature of Registered Agent Accepting Appointment

DATE 2/28/96

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

11. Name(s) of General Partner(s)

GRASSANO ASSOCIATES, INC.

11a. Address of Each General Partner

5816 N.W. 26 Court

11b. City, State & Zip Code

BOCA RATON FL 33432
33496

11c. Registration Number

S07745

700001738287
-03/11/96--01013--011
****576.25 ****576.25

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

12. Signature of General Partner(s) Accepting Appointment

SIGNATURE

Signature of Registered Agent Accepting Appointment

Signature of Partner

2/28/96