

A95000001419

LAW OFFICE OF
GREGORY V. BEAUCHAMP, P.A.

107 EAST PARK AVENUE / P.O. BOX 1129

CHIEFLAND, FLORIDA 32626

904-493-1450

FILED

SEP 21 PM 12:00

September 7, 1995

Secretary of State
Division of Corporations
P. O. Box 6327
The Capitol
Tallahassee, FL 32314

200001582019
-09/12/95--01083--001
***140.00 ***140.00

Re: Certificate of Limited Partnership
The Pines Of The Nature Coast

Dear Sir or Madam:

Enclosed please find a Certificate of Limited Partnership Of The Pines Of The Nature Coast and an Affidavit Of Capital Contribution and a return copy pertaining to the above-referenced matter. In addition a check in the amount of \$140.00 is enclosed which represents the following fees:

Filing Fee	\$ 52.50
Certified copy	52.50
Registered Agent	35.00
	<u>\$140.00</u>

200001594502
-09/26/95--01130--010
***1697.50 ***1697.50

Please file the original of the enclosed Certificate and return a certified copy to me at your earliest opportunity.

Thank you for your prompt attention to this matter.

W95000018494 Sincerely,

Name	
Availability	
Document	
Examiner	KWM
Updater	KWM
Reviewer	KWM
Acknowledgment	KWM
W. P. M. S.	KWM

Gregory V. Beauchamp
Gregory V. Beauchamp

GVB/dp

Enclosures

LAW OFFICE OF

GREGORY V. BEAUCHAMP, P.A.

107 EAST PARK AVENUE / P O BOX 1129

CHILLAND, FLORIDA 32626

934 497 1490

September 20, 1995

Secretary of State
Division of Corporations
P.O. Box 6327

The Capital

Tallahassee, FL 32314

Attn: Kenny Manning

Corporate Specialist


Re: The Pines of the Nature Coast, Ltd.
Reference No. W95000018494

Dear Mr. Manning:

Pursuant to your letter dated September 14, 1995 please find enclosed the corrected documents including the Certificate of Limited Partnership and the Affidavit of Capital Contributions. Also enclosed is a check made payable to Secretary of State in the amount of \$1,697.50 which represents the balance of the filing fee.

Please process this document at your earliest opportunity.

Sincerely,

Sincerely,

Gregory V. Beauchamp

GVBB/kjh

Enclosure

Name	_____
Availability	_____
Document	_____
Examiner	KWM
_____	KWM
_____	KWM
_____	KWM
_____	KWM
W. P. Venable	KWM



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

September 14, 1995

GREGORY V. BEAUCHAMP
107 EAST PARK AVENUE
P. O. BOX 1129
CHEFLAND, FL 32626

SUBJECT: THE PINES OF THE NATURE COAST
Ref. Number: W95000018494

We have received your document for THE PINES OF THE NATURE COAST and your check(s) totalling \$140.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must add a limited partnership suffix to the name, such as LTD., LIMITED, or LIMITED PARTNERSHIP.

We are enclosing the proper form(s) with instructions for your convenience.
LIMITED PARTNERSHIP CERTIFICATE/APPLICATION BASIC FEES

Filing fees \$52.50 minimum - \$1750 maximum
Registered Agent Designation \$35

The filing fee is based on the total amount contributed and anticipated to be contributed by the limited partners as shown in the affidavit at a rate of \$7 per \$1000. The filing fee for an Application to Register a Foreign Limited Partnership is based on the total amount contributed by the limited partners allocated for the purpose of transacting business in the State of Florida at a rate of \$7 per \$1000.

Certified Copy (15 pages or less, \$1 for each additional page after initial 15 pages)	\$52.50
Registered Agent/Office Change	\$35
Name Reservation (120 days nonrenewable)	\$35
Amendment (other than specified)	\$52.50
Affidavit Decreasing Contributions	\$52.50
Affidavit Increasing Contributions \$7 per \$1000 on increase only (\$52.50 minimum-\$1750 maximum)	
Certificate of Status or Fact	\$8.75
Cancellation	\$52.50
Resignation of Registered Agent	\$87.50

LP Annual Report

\$7 per \$1000 of invested capital
(\$52.50 minimum - \$437.50 maximum)
plus Supplemental Fee of \$138.75

Reinstatement

(\$500 for each year or part thereof the
partnership was revoked plus the delinquent
annual report fees)

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) 487-6967.

Kenny Manning
Corporate Specialist

Letter Number: 095A00042272

CERTIFICATE OF LIMITED PARTNERSHIP OF

1. THE PINES OF THE NATURE COAST, LTD.
(Name of Limited Partnership; must contain a suffix such as "Limited",
"Ltd.", or "Limited Partnership")
2. 18 Highway 19 North, #2, Inglis, FL 34449
(Business address of Limited Partnership)
3. EQUITY ENHANCEMENT CORPORATION
(Name of Registered Agent for Service of Process)
4. 18 Highway 19 North, #2, Inglis, FL 34449
(Florida street address for Registered Agent)
5. _____ (LOUIS A. HUCH, President)
(Registered Agent must sign here to accept designation as Registered Agent for Service of Process)
6. 18 Highway 19 North, #2, Inglis FL 34449
(Mailing Address of the Limited Partnership)
7. The latest date upon which the Limited Partnership is to be dissolved is _____.
* January 1, 2003 or last day of 72nd month of full operation,
whichever comes first.
8. Name of general partner(s): _____ Specific address: _____

598840 - EQUITY ENHANCEMENT CORPORATION 18 Highway 19 North, #2, Inglis, FL
34449

Signed this 20th day of September, 19 95.

Signature of all general partners:
EQUITY ENHANCEMENT CORPORATION

By: _____

General Partner

General Partner

General Partner

General Partner

General Partner

General Partner

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

The undersigned constituting all of the general partners of

THE PINES OF THE NATURE COAST, LTD., , a Florida Limited Partnership, certify:

The amount of capital contributions to date of the limited partners is \$ 0 .

The total amount contributed and anticipated to be contributed by the limited partners at this time totals \$ 1,000,000.00 .

FURTHER AFFIANT SAYETH NOT.

Under the penalties of perjury I (we) declare that I (we) have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.

EQUITY ENHANCEMENT CORPORATION

By: [Signature] (President)
General Partner

General Partner

General Partner

General Partner

General Partner

General Partner

This 19th day of September , 19 95 .

CERTIFICATE OF LIMITED PARTNERSHIP

OF

THE PINES OF THE NATURE COAST, LTD.

WE, the undersigned, desiring to form a partnership, pursuant to the Florida Revised Uniform Limited Partnership Act as set forth in Section 620.101 and subsequent sections of the Florida Statutes, certify:

1. The Name of the firm under which the partnership is to be conducted is THE PINES OF THE NATURE COAST, LTD., a Limited Partnership.

2. Character of the business intended to be transacted by the Partnership is the construction and operation of an assisted living facility and the conducting of all related and necessary business to the care of its clients, and the entering into of any and all contracts related to such business.

3. The location of the principal place of business is to be at City of Inglis, Florida at 18 Highway 19 North, No. 2, Levy County, Florida 34449.

4. (a) The name and place of residence of the general partner interested in the partnership is as follows:

<u>NAME</u>	<u>PLACE OF RESIDENCE</u>
EQUITY ENHANCEMENT CORPORATION	18 Highway 19 North, #2 Inglis, FL 34449

5. The term of the Partnership shall be from the date of this Certificate until January 1, 2003 or until the last day of the 72nd month of full operation, whichever comes first, or as provided for in the Florida Statutes or as may be extended by the General Partner.

6. Each limited partner shall contribute the minimum sum

of \$50,000.00 per unit purchased to the Partnership which contribution shall consist solely of cash. Such contribution shall be made at the time the Limited Partnership herein is formed. The maximum number of units to be offered for investment in this Partnership to limited partners is twenty (20).

7. No further contribution shall be required of the Limited Partners, except as set forth in the paragraph above, but additional contributions may be made from time to time by the limited partners for future facilities that may be constructed with the consent and under such conditions as may be agreed upon by the General Partner.

8. Contribution of the Limited Partner is to be returned to him or her upon the dissolution or termination of the Partnership, but only after all liabilities of the Partnership, except liabilities to the General Partner on account of his contribution, have been paid.

9. The General Partner shall contribute to the Partnership the land (\$225,000.00) necessary for the construction of "Building A", the predevelopment costs (approximately \$65,000.00), certain expertise and equipment, and management of the Partnership affairs.

10. The General Partner shall be compensated for the development costs (\$143,267.00) and Twenty five Percent (25%) of the preset value of the structure at termination of the Partnership (120% of hard construction costs), Sixty five Percent (65%) of the operating profit and One hundred Percent (100%) of the operating loss and Fifty Percent (50%) of the depreciation.

11. The Limited Partner shall be compensated in the following manner: Seventy five Percent (75%) of the preset value of the structure at the termination of the Partnership (120% of hard construction costs), Thirty five Percent (35%) of the operating profit and Fifty Percent (50%) of the depreciation. The Limited Partner shall not be entitled to any compensation until the

facility shows a profitable operating month or until termination of the Partnership Agreement.

12. The General Partner shall keep full and correct books of account at the principal office of the Partnership, which books shall record all financial transactions relating to the Partnership. A Limited Partner shall have access to such books at all time during normal business hours. The General Partner shall also prepare, or have prepared, any financial and operating statement and such other statements as it or the Limited Partners shall deem necessary. Copies of all such statement shall be supplied to all Partners in the Limited Partnership.

13. The Limited Partner shall not participate in the management or control of the Partnership's business, nor shall they transact the business for the Partnership, nor shall they have power to act for, by or on behalf of the Partnership, powers being vested solely and exclusively in the General Partner. The Limited Partner shall have no interest in the stock or assets of the corporate General Partner, or in any proceeds of any sale thereof by virtue of acquiring or owning interest in the Partnership.

14. It is acknowledged that the transferability of the interests herein are restricted, and it is not anticipated that there will be a public market for those interest and that it may not be possible to sell or dispose of the Partnership interests being acquired herein.

15. The occurrence of any one of the following events shall result in an immediate dissolution of the Partnership: (a) Bankruptcy, dissolution or withdrawal of the last remaining General Partner; or (b) the termination of the Partnership pursuant to Florida Statutes.

16. The Limited Partner shall look solely to the assets of the Partnership for all distributions with respect to the Partner-

ship and their capital contribution thereto and share of the profits or losses thereof and shall have no recourse therefor against the General Partner or any other Limited Partner that the General Partner may enter into an agreement with in the future.

17. The Limited Partner, by execution hereof, jointly and severally by irrevocably constitutes and appoints the corporate General Partner, with full power of substitution, their true and lawful attorney in fact, in name, place and stead, to make, execute, sign, acknowledge, record and file on behalf of them and on behalf of the Partnership, the following: (a) the Partnership of Limited Partnership, a Certificate of doing business under an assumed name, and any other certificates or instrument which may be required to be filed by the Partnership or the Partners under the Laws of the State of Florida and any other jurisdiction whose laws may be applicable to this Partnership. (b) A Certificate Of Cancellation of the Partnership and such other instruments or documents as they be deemed necessary or desirable by the Corporate General Partner upon termination of the Partnership's business. (c) Any and all amendments required by law to be filed, or which are consistent with this Agreement (including, without limitation any Amendments admitting or substituting assignees of interest as a Limited Partner or admitting or substituting an additional or successor General Partner) or have been authorized by this particular Limited Partner or partners. (d) Any and all other instruments as may be deemed necessary or desirable by the Corporate General Partner to carry out fully the provisions of this Agreement in accordance with its terms.

18. The address of the office of the Limited Partnership is 18 Highway 19 North #2, Inglis, Florida 34449. The agent for service of process is the General Partner whose address is 18 Highway 19 North, #2, Inglis, Florida 34449.

IN WITNESS WHEREOF the undersigned have executed this
Certificate this 20th day of September, 1995.

GENERAL PARTNER:
EQUITY ENHANCEMENT CORPORATION

By: *L. A. Huch*
President / Registered Agent

LOUIS A. HUCH
President's Printed Name

STATE OF FLORIDA

COUNTY OF LEVY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take administer oaths and take acknowledgments, personally appeared LOUIS A. HUCH, known to me to be the President of EQUITY ENHANCEMENT CORPORATION, the corporation in whose name the foregoing instrument was executed and that he severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, and I relied upon the following form of identification: () personally known to me or () produced identification. No oath was taken.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of September, 1995.
(NOTARY SEAL)



DOROTHY D. PHILLIPS
MY COMMISSION # CC 163293 EXPIRES
November 24, 1995
BONDED THRU TROY FARM INSURANCE, INC.

Dorothy D. Phillips
Notary Signature

DOROTHY D. PHILLIPS
Notary Printed Name
My Commission Expires: 11/24/95

STATE OF FLORIDA
COUNTY OF LEVY

AFFIDAVIT OF CAPITAL CONTRIBUTION

The undersigned constituting all of the General Partners
of THE PINES OF THE NATURE COAST, a Florida Limited Partnership,
certify:

1. The amount of the capital contribution to date of the
limited partners is \$ -0-.
2. The total amount contributed and anticipated to be con-
tributed by the limited partners at this time totals
\$ 1,000,000.00.

FURTHER, AFFIANT SAYETH NAUGHT.

Under penalties of perjury the undersigned declares that
he has read the foregoing and knows the contents thereof
and that the facts stated herein are true and correct.

EQUITY ENHANCEMENT CORPORATION

By: *Louis A. Huch*
President
(General Partner)

STATE OF FLORIDA
COUNTY OF LEVY

I HEREBY CERTIFY that on this day, before me, an officer
duly authorized to administer oaths and take acknowledgments,
personally appeared LOUIS A. HUCH, known to me to be the
President of EQUITY ENHANCEMENT CORPORATION, the corporation
in whose name the foregoing instrument was executed and that
he severally acknowledged executing the same for such corpora-
tion, freely and voluntarily, under authority duly vested in
him by said corporation, and that the seal affixed thereto is
the true corporate seal of said corporation, and I relied upon
the following form of identification: ☒ personally known to
me or ☐ produced identification . No oath taken.
(NOTARY SEAL) September 6, 1995.

Gregory V. Beauchamp
Notary Signature
GREGORY V. BEAUCHAMP
Notary Printed Name



GREGORY V. BEAUCHAMP
MY COMMISSION # CC425780 EXPIRES
January 16, 1999
BONDED THREE THOUSAND DOLLARS INSURANCE, INC.