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STATE OF FLORIDA
96 FEB 25 PM 3:00
TALLAHASSEE

508496

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

1. CCH South Carolina I, Ltd.
(Corporation Name) (Document #)

2. W9 6000004
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

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02/28/96--01097--005
*****96.25 *****96.25
U. TAX
FILING 52.50
R. AGENT FEE 25.00
COPY CUS 8.75
TOTAL
N. BANK 96.25
BALANCE DUE
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☒ Walk in ☐ Pick up time _____

☐ Certified Copy

☐ ARTICLES ONLY

☐ Mail out ☐ Will wait

☐ Photocopy

☐ Certificate of Status

☐ ALL CHARTER DOCS

☒ CERTIFICATE OF GOOD STANDING

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

☐ Certificate of FICTITIOUS NAME
☐ FICTITIOUS NAME SEARCH
☐ CORP SEARCH

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

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

**HOLD FOR
PICKUP BY
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Examiner's Initials

BK

**CCH SOUTH CAROLINA I, LTD.
AFFIDAVIT, CERTIFICATE AND
AGREEMENT OF LIMITED PARTNERSHIP**

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TAMPA, FLORIDA

AFFIDAVIT, CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP made as of the 23rd day of February, 1996, by and among CCH SOUTH CAROLINA I, INC., a Florida Corporation, with offices at 4243 Northlake Boulevard, Suite D, Palm Beach Gardens, Florida, 33410 (hereinafter referred to as the "General Partner"), DILIP BAROT, with offices at 4243 Northlake Boulevard, Suite D, Palm Beach Gardens, Florida, 33410, (hereinafter referred to individually as a "Limited Partner").

WITNESSETH

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Formation of Limited Partnership

The Partners hereby form a limited partnership under and pursuant to the Florida Revised Uniform Limited Partnership Act (1986).

2. Name of Partnership and General Partner

The firm name of the Partnership shall be CCH SOUTH CAROLINA I, LTD. and the name and address of the General Partner is CCH SOUTH CAROLINA I, INC., 4243 NORTHLAKE BOULEVARD, SUITE D, PALM BEACH GARDENS, FLORIDA, 33410. *pg 6000017384*

3. Principal Office and Place of Business; Agent for Service of Process

The principal office, place of business and mailing address of the Partnership shall be located c/o CCH South Carolina I, Inc., 4243 Northlake Boulevard, Suite D, Palm Beach Gardens, Florida, 33410, or at such other location as may be designated by the General Partners by giving notice thereof to the Limited Partners. The agent for service of process upon the partnership is Dilip Barot, c/o CCH South Carolina I, Inc., 4243 Northlake Boulevard, Suite D, Palm Beach Gardens, Florida, 33410, or such successors as may from time to time be designated by the General Partner.

4. Term

(a) The term of the partnership shall commence on the day and year when the Partnership has been officially registered with the Secretary of State and shall terminate and be dissolved upon the first to occur of the following events:

(i) The sale or other disposition (other than a transfer to a nominee of the partnership of any other transfer expressly permitted hereunder) of all or substantially all of the assets of the Partnership.

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(II) December 31, 2015, unless the Partners agree in writing at the time to extend the terms of the Partnership.

(III) The mutual written agreement of all of the Partners to terminate and dissolve the Partnership.

(IV) The happening of any other prior event which, pursuant to the terms and provisions of this Agreement, shall cause a termination and dissolution of the Partnership.

(b) Upon a termination of the Partnership, the distribution of partnership assets and the winding up of its affairs shall be conducted in accordance with the provisions of this Agreement.

5. Purpose of the Partnership

The Partnership has been formed for the purpose of the acquisition, ownership, financing rehabilitation, sale and disposition of low and moderate affordable housing properties located within the United States. The Partnership shall not engage in any other business or activities.

6. Capital Contributions

The Partners shall make the following contributions to the capital of the Partnership:

(a) The General Partner, CCH South Carolina I, Inc. shall contribute a sum of Ten Thousand Dollars (\$ 10,000.00) to the capital of the Partnership.

(b) The Limited Partners have contributed the amount set forth opposite his name:

Dilip Barot	\$ 2,500.00
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No further capital contributions are expected.

7. Books and Records

(a) At all times during the continuance of the Partnership, the General Partner shall keep or cause to be kept full and true books of accounts, in which shall be entered fully and accurately each transaction of the Partnership.

(b) All of said books of account, together with an executed copy of the Certificate of Limited Partnership of the Partnership and any amendments thereof, shall at all times be maintained at the principal office of the Partnership and shall be open to inspection and examination by each of the Limited Partners or his representative during reasonable business hours. Such books shall be kept in accordance with the accounting methods determined by the General Partner with an accounting period consisting of the calendar year, and subject to the terms and provisions of this Agreement, shall be maintained in accordance with generally accepted accounting principals consistently applied.

(c) The General Partner shall send to each Limited Partner the annual reports of the Partnership, including an annual balance sheet and profit and loss statement within ninety (90) days after close of each calendar year, reviewed by the independent accountants with ninety (90) days after the close of such calendar year.

(d) Notwithstanding any other provision hereof, the General partner hereby agrees to cause the Partnership, in keeping its books and records and for income tax purposes, to treat as expenses (and not elect to capitalize) all interest, real estate taxes and other expenses incurred by the Partnership in connection with the ownership and operation of the Property which are allowable as deductions for United States Federal Income Tax purposes.

8. Bank Accounts

(a) All funds of the Partnership shall be deposited in the partnership name in such bank accounts or accounts as shall be designated by the General Partner.

(b) Withdrawals from any such bank accounts or accounts shall be made only in the regular course of the Partnership business (including without limitation distributions require or desired to be made by the General Partner to the General Partner or limited Partner as provided in this Agreement) and shall be made upon such signature or signatures as the General Partner may designate.

9. Powers of the General Partner with Respect to Partnership Property

(a) The General Partner shall in good faith manage the business and affairs of the Partnership and are hereby authorized and vested with the power on behalf of the Partnership to sell or exchange all or any part of any property owned by the partnership for property, cash or on terms, to execute and/or modify leases and subleases of or other occupancy agreements with respect to any real property owned by the Partnership to obtain loans, secured and unsecured, for the Partnership and to secure the same by mortgaging, assigning for security purposes, pledging or otherwise hypothecating all or any part of the partnership property (and in connection therewith to place record file to any such property in the name of any such mortgage, security assignment, pledge or other security instrument, and in connection therewith, to execute and deliver, for or on behalf of the partnership any extension, renewals or modifications thereof and any new mortgage, security assignment, pledge or other security instrument in lieu thereof; and to take all other action and to execute any and all other contracts, documents, and instruments as the General Partner may deem appropriate to carry out the intents and purposes of this Agreement; provided, however, that nothing contained in this Section 9 shall increase the in personam liability of the Limited Partner(s) as herein stipulated.

(b) In addition to the specific rights and powers herein granted to the General Partner, they shall possess and may enjoy and exercise all of the other rights and powers of a General Partner as provided under the partnership La of the State of Florida.

(c) The General Partner shall not be liable, responsible or accountable in damages or otherwise to the Partnership or to any other Partner for any acts performed within the scope and authority conferred on them by this Agreement or for their failure or refusal to perform any acts except those expressly required by or pursuant to the terms of this Agreement, or

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for their performance of, or omission to perform, any acts on advice of accountants or legal counsel for the Partnership of for their performance or omission to perform any acts required by or prohibited by governmental act or decree of any nature.

(d) Except as otherwise expressly provided in this Agreement, no Partner shall have the right to demand the return of all and any of his contribution to the capital of the Partnership until the Partnership has been dissolved and terminated and then only in accordance with the terms and provisions of this Agreement, and no Partner shall have the right to demand or receive property other than cash in return for his contribution.

(e) Notwithstanding anything to the contrary contained herein, no General Partner or any Limited Partner, nor any director, officer, shareholder or employee of any General partner, shall be liable, responsible or accountable in damages or otherwise to any other partner or the partnership for any act performed or omitted to be performed by or on behalf of such General Partner in good faith, unless such act or omission is attributable to gross negligence, malfeasance or fraud. The Partnership (but not any Partner) shall indemnify and hold harmless the General Partner and any Limited Partner, and the directors, officers, shareholders and employees of any General Partner and any Limited Partner, for any loss, damage, liability, cost or expense (including reasonable attorneys' fees) arising out of any act or failure to act by or on behalf of a General Partner in good faith, unless such act or failure to act is attributable to gross negligence, malfeasance or fraud.

10. Rights and Duties of Partners

(a) The business of the Partnership shall be conducted and managed by the General Partner in accordance with the provisions of the Partnership Laws of the State of Florida and this Certificate and Agreement. The General Partner shall devote such portion of their time to the affairs of the Partnership business as shall be reasonably necessary. All action to be taken by the General Partner (except where action may be taken separately by each General Partner) shall be by unanimous decision of the General Partner.

(b) Except as otherwise provided herein, any of the Partners, General or Limited, may engage in and/or possess as interest in any other business venture or ventures of every nature and description, independently or with others, including but not limited to the real estate business which shall include, without limitation, ownership, operation and management of real property, and neither the Partnership nor any of the other Partners shall have any rights in and to any of such independent ventures or ventures or in the income or profit derived therefrom. The General Partner may employ, on behalf of the Partnership, such persons, firms or corporations as they, in their sole judgment, shall deem advisable in the operation and management of the business of the partnership, including without limitation such accountants, attorneys, architects, engineers, appraisers and experts, on such terms and for such compensation as the General Partner shall reasonably determine.

(c) The General Partner shall be free to employ persons, firms or corporations directly or indirectly related to the General Partner for the management of the property or any other activity or purpose provided that the charges made and services and materials performed and furnished by such related persons, firms or corporations are reasonable in comparison

to those charged, performed or furnished by unrelated reputable persons, firms or corporations in the same line of business for similar services and materials.

(d) The Limited Partner shall not take part in the management of the Partnership business or transact any business for the Partnership, and shall have no power to sign for or bind the Partnership.

(e) CCH SOUTH CAROLINA I, INC. is designated the tax matters Partner under Section 6231 of the Code.

11. Further Assurances

Each party to this Agreement agrees to execute, acknowledge, deliver, file, record and publish such further certificates, amendments to certificates, instruments and documents, and do all such other acts and things as may be required by law.

12. Notices

Unless otherwise specified in this Agreement, all notices, demands or requests which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed given when sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the Partner to whom given address set forth by the name of each partner at the head of this Agreement, or at such other address as a Partner may indicate by written notice to the General Partner in like manner.

13. Variations in Pronouns

All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

14. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

15. Power of Attorney

Each Limited Partner (including any additional or substitute Limited Partner) hereby irrevocable constitutes and appoints the General Partner, his true and lawful attorney, and empowers and authorizes such attorney in his name, place and stead, to make, execute, sign, swear to, acknowledge, publish and file in such place or places as may be required by law, hereby ratifying and confirming any and all action which may be taken by said attorney pursuant to this Section:

(a) Any and all Certificates of Limited Partnership and any and all amended Certificates of Limited Partnership required pursuant to the laws of the State of Florida or any other jurisdiction whose laws may be applicable.

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(b) Any and all certificates and instruments required to be executed for filed in connection with any election or elections to continue the Partnership.

(c) Any and all certificates and instruments which may be required to be executed for filed by the Partnership under the laws of the

(d) Any and all certificates and instruments which may be required to be executed for filed by the Partnership under the laws of the State of Florida or any other jurisdiction whose laws may be applicable to effectuate the dissolution and termination of the partnership and the cancellation of its Certificates and Agreement of Limited partnership.

(e) Any and all amendments of the instruments described in the preceding subparagraphs (a) through (d), provided such amendments are either required by law to be filed, are consistent with this Agreement, or have been duly authorized under this Agreement.

(f) Any and all such other instruments and documents as may be deemed necessary or desirable by the General Partner to carry out fully the provisions of this Agreement in accordance with its terms.

16. Governing Law

All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the applicable provisions of the laws of the State of Florida.

17. Binding Effect

This Agreement may not be changed, modified or terminated orally. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.

18. Amendment

The General Partner may, and shall at the written request of any Limited partner, submit to the Limited Partners by registered mail or certified mail a verbatim statement of any proposed amendment to this Agreement, and a statement of the purpose of any such amendment. The General Partner may include in any such submission their views as to the proposed amendment. Approval of such proposed amendment shall require the written consent or affirmative vote of the general Partner and a majority in Capital Interest of the Limited Partners, within ninety (90) days of the mailing of such proposed amendment. If approved, such proposed amendment shall become effective and the General Partner shall promptly execute or cause to be executed one or more amendments to this Certificate and Agreement of Limited Partnership as may be required to reflect such amendment. The General Partner shall keep all Limited Partners advised of the status of any such proposed amendment and shall promptly notify all Limited Partners upon the final adoption or rejection of any such amendment. Notwithstanding anything continued herein to the contrary, no amendment to this Agreement shall change the Partnership to a General Partnership, change the compensation of the General Partner or of the Limited Partners, change the respective liabilities of the General Partner(s) or of the Limited Partners or change the respective percentages of participation of

the Partners in the capital, profits, losses or distributions of the Partnership, without the unanimous consent of all of the Partners.

19. Enforceability

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Partnership.

20. Validity

The invalidity of any portion of this Agreement shall not affect the validity of the remainder of this Agreement.

21. Captions

The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of, or in any way affect this Agreement.

22. Consents and Approvals of Limited Partners

Whenever under this Agreement the written consent or approval of a Majority in Capital Interest of the Limited Partners to any proposed action is required, such consent or approval shall be requested in writing and shall not be unreasonable withheld or delayed unless otherwise set forth herein.


23. Entire Agreement

All understandings and agreements heretofore or simultaneously made between the parties are merged in this Agreement and are contained herein and this Agreement fully and completely expresses the Agreement between the parties with respect to the subject matter hereof. No party is relying upon any covenants, representations or warrant of the other which is not set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate and Agreement of Limited Partnership.


**CCH SOUTH CAROLINA I, LTD.
GENERAL PARTNER:**

CCH SOUTH CAROLINA I, INC.

BY: 
Dilip Barot, President
CCH SOUTH CAROLINA I, Inc.

LIMITED PARTNER(S):

DILIP BAROT

BY: 
Dilip Barot

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DEPARTMENT OF STATE**

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Certificate designating place of business or domicile of the service of process within the State of Florida, naming agent upon whom process may be served.

In compliance with Section 48.091, Florida Statutes, the following is submitted:

FIRST - That CCH South Carolina I, Ltd. desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at 4243 Northlake Boulevard, Suite D, Palm Beach Gardens, Florida, 33410, Dilip Barot, Registered Agent, 4243 Northlake Boulevard, Suite D, Palm Beach Gardens, County of Palm Beach, State of Florida, as its Agent to accept service of process within Florida.

SIGNATURE: _____

Dilip Barot

TITLE: Registered Agent

DATE: February 23, 1996

ACCEPTANCE:

The undersigned, having been named to accept service of process for the above stated corporation at the place designated in the certificate, hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper performance of this duties.

SIGNATURE: _____

Dilip Barot
Registered Agent

DATE: February 23, 1996