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THE UNITED STATES
CORPORATION
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 511280 81523A

AUTHORIZATION : Patricia Piziks

COST LIMIT : \$ 105.00

FILED
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DIVISION OF CORPORATIONS
97 AUG 27 PM 4:19

ORDER DATE : August 27, 1997

ORDER TIME : 2:17 PM

ORDER NO. : 511280-020

CUSTOMER NO: 81523A

000002279198--4

CUSTOMER: Daniel L. Decubellis, Esq
Mathews Railey Decubellis &
Suite 801, Firststate Tower
255 South Orange Avenue
Orlando, FL 32801

DOMESTIC AMENDMENT FILING

NAME: MARTIN & HIGH MEADOWS, LTD.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
XX RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS:

8/27/97
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**AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

MARTIN & HIGH MEADOWS, LTD.

The undersigned, as sole general partner executes this Amended and Restated Certificate of Limited Partnership pursuant to the provisions of Section 620.19, Florida Statutes. Except as amended in Article II, IV, V, X and XI below, there are no changes to the original Certificate of Limited Partnership.

ARTICLE I - NAME

The name of this Limited Partnership is:

MARTIN & HIGH MEADOWS, LTD.

ARTICLE II - DATE OF FILING

The date of filing of the original Certificate of Limited Partnership is July 30, 1997.

ARTICLE III - BUSINESS ADDRESS

The business address of this Limited Partnership is 705 E. Oak Street, Suite E, Kissimmee, Florida 34744.

ARTICLE IV - NAME OF REGISTERED AGENT

The name of the Registered Agent for service of process upon the Limited Partnership is:

DANIEL L. DECUBELLIS

ARTICLE V - REGISTERED AGENT ADDRESS

The Florida street address for the Registered Agent for the Limited Partnership is:

255 South Orange Avenue, Suite 801
Orlando, Florida 32801

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ARTICLE VI - MAILING ADDRESS

The mailing address of the Limited Partnership is:

705 E. Oak Street, Suite E.
Kissimmee, Florida 32744

ARTICLE VII - DURATION

The latest date upon which the Limited Partnership is to be dissolved is: July 1, 2097

ARTICLE VIII - GENERAL PARTNERS

The sole general partner of the Limited Partnership and the address of the sole general partner is:

HIGH MEADOWS, INC.
705 E. Oak Street, Suite E
Kissimmee, Florida 32744

PC 97 000065990

ARTICLE IX - PURPOSE

The sole purpose of the Partnership is to acquire from Jeffrey J. Evans and Christine Evans, his wife certain real property located at Martin Highway and High Meadows Avenue in Martin County, Florida (the "Property"), together with such other activities as may be necessary or advisable in connection with the ownership of the Property. Notwithstanding anything contained herein to the contrary, the Partnership shall not engage in any business, and it shall have no purpose, unrelated to the Property and shall not acquire any real property or own assets other than those related to the Property and/or otherwise in furtherance of the purposes of the Partnership.

ARTICLE X - CERTAIN PROHIBITED ACTIVITIES

The Limited Partnership shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on any of the Property, the Limited Partnership shall not incur, assume, or guaranty any other indebtedness. The Limited Partnership shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the partnership) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the properties and assets of the Limited Partnership substantially as an entirety (a) shall be organized and existing under the laws of the United State of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this

Article X and in Articles XII and XII, and (c) shall expressly assume the due and punctual performance of the Limited Partnership's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this Limited Partnership and be continuing. Anything in this Agreement to the contrary notwithstanding, so long as any indebtedness remains outstanding by the Partnership to First Union National Bank, its successors and/or assigns, (herein referred to as the "Lender") the Partnership shall not:

- (a) make any loans to the General Partner or its Affiliates;
- (b) except as permitted by the Lender in writing, sell, encumber (except with respect to the Lender) or otherwise dispose of all or substantially all of the properties of the Partnership (a sale or disposition will be deemed to be "all or substantially all of the properties of the Partnership" if the sale or disposition includes the Property or if the total value of the properties sold or disposed of in such transaction and during the twelve months preceding such transaction is 66-2/3% or more in value of the Partnership's total assets as of the end of the most recently completed Partnership fiscal year);
- (c) dissolve, wind-up, or liquidate the Partnership;
- (d) merge, consolidate or acquire substantially all the assets of another person or entity;
- (e) change the nature of the business conducted by the Partnership; or
- (f) except as permitted by the Lender in writing, amend or modify this Agreement.

For purposes of this Agreement, Affiliate means any person or entity which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a Partner. For purposes hereof, the terms "control", "controlled", or "controlling" shall include, without limitation, (i) the ownership, control or power to vote ten percent (10%) or more of (x) the outstanding shares of any class of voting securities or (y) the Partnership or beneficial interest of any such person or entity, as the case may be, directly or indirectly, or acting through one or more persons or entities, (ii) the control in any manner over the general partner(s) or the election of more than one director or trustee (or persons exercising similar functions) of such person or entity, or (iii) the power to exercise, directly or indirectly, control over the management or policies of such person or entity.

The Partnership shall not, without the affirmative vote of 100 percent of the Partners, including the vote of an Independent Director of the General Partner, institute proceedings to be adjudicated bankrupt or insolvent; or consent to the institution of bankruptcy or insolvency proceedings against it; or file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy; or consent to the appointment of a receiver, liquidator, assignee,

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trustee, sequestrator (or other similar official) of the Partnership or a substantial part of its property or make any assignment for the benefit of creditors; or admit in writing its inability to pay its debts generally as they become due; or take any action in furtherance of any such action.

For so long as a mortgage lien exists on any of the Property, no material amendment to this Limited Partnership Certificate may be made without first obtaining approval of the Lender.

ARTICLE XI - SINGLE PURPOSE ENTITY

For so long as any mortgage lien exists on any of the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in this Limited Partnership Certificate, the Limited Partnership shall conduct its affairs in accordance with the following provisions:

- (i) It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates and shall allocate fairly and reasonably any overhead for shared office space.
- (ii) It shall maintain separate partnership records and books of account from those of any affiliate.
- (iii) It shall not commingle assets with those of any affiliate.
- (iv) It shall conduct its own business in its own name.
- (v) It shall maintain financial statements separate from any affiliate.
- (vi) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate.
- (vii) It shall maintain an arm's length relationship with any affiliate.
- (viii) It shall not guarantee or become obligated for the debts of any other entity, including any affiliate or hold out its credit as being available to satisfy the obligations of others.
- (ix) It shall use stationary, invoices and checks separate from any affiliate.
- (x) It shall not pledge its assets for the benefit of any other entity, including any affiliate.
- (xi) It shall hold itself out as an entity separate from any affiliate.

For purpose of this Article X, the following terms shall have the following meanings:

“Affiliate” means any person controlling or controlled by or under common control with the partnership including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Limited Partnership, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this Limited Partnership, or any affiliate. For purposes of this definition, “control” when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

ARTICLE XII - DISSOLUTION AND MISCELLANEOUS REQUIREMENTS

Subject to applicable law and Article VI above, dissolution of this Limited Partnership shall not occur so long as the Limited Partnership remains mortgagor of the Property.

- (a) All funds of the Partnership shall be deposited in such checking accounts, savings accounts, time deposits, or certificates of deposit in the Partnership’s name or shall be invested in the Partnership’s name, in such manner as shall be designated by the General Partner from time to time. Partnership funds shall not be commingled with those of any other person or entity. Partnership funds shall be used by the General Partner only for the business of the Partnership.
- (b) Title to Partnership assets shall be held in the Partnership’s name.
- (c) The Partnership shall have no indebtedness or incur any liability other than (i) debts and liabilities for trade payables and accrued expenses incurred in the ordinary course of business of operating the Property and (ii) the loan made or to be made to the Partnership by the Lender.
- (d) The Partnership shall not terminate solely as a consequence of the bankruptcy, insolvency, appointment of a receiver, liquidator, assignee, trustee or sequestrator (or other similar official) of a general partner of the Partnership or a substantial part of such general partner’s property, or assignment for the benefit of its creditors, or an admission in writing of the inability to pay its debts generally as they become due, or any similar action, of one or more of the general partners so long as there remains a solvent general partner of the Partnership.

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

Signed this 26th day of August, 1997.

HIGH MEADOWS, INC.
As the sole general partner of
MARTIN & HIGH MEADOWS, LTD

By: Steven L. Gumpert
Steven L. Gumpert, President

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STATE OF FLORIDA }

COUNTY OF ORANGE }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared STEVEN L. GUMPERT as President of HIGH MEADOWS, INC., personally known to me or who provided PERSONALLY KNOWN as identification, who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of AUGUST, 1997.

NOTARY PUBLIC:

Sign: [Signature]

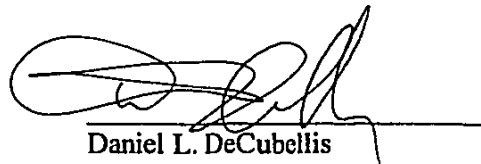
Print: DANIEL L. DECELLIS
State of Florida at Large

My Commission Expires:



**ACCEPTANCE OF APPOINTMENT AS
REGISTERED AGENT**

I HEREBY STATE that I am familiar with the duties, obligations and responsibilities as
a Registered Agent under Florida law, and I hereby accept the duties and responsibilities as
Registered Agent for Martin & High Meadows, Ltd.



Daniel L. DeCubellis

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