

CAPITAL CONNECTION INC
417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8811 • 1-800-442-8062 • Fax (850) 222-2222

AG7000002589

RSG Family Limited Partnership -
Pinellas

300002412973--3
-01/27/98--01043--001
***105.00 ***105.00

Art of Inc. File _____
LTD Partnership File _____
Foreign Corp. File _____
L.C. File _____
Fictitious Name File _____
Trade/Service Mark _____
Merger File _____
☒ Art. of Amend. File Cert
RA Resignation _____
Dissolution / Withdrawal _____
Annual Report / Reinstatement _____
☒ Cert. Copy _____
Photo Copy _____
Certificate of Good Standing _____
Certificate of Status _____
Certificate of Fictitious Name _____
Corp Record Search _____
Officer Search _____
Fictitious Search _____
Fictitious Owner Search _____
Vehicle Search _____
Driving Record _____
UCC 1 or 3 File _____
UCC 11 Search _____
UCC 11 Retrieval _____
Courier _____

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LD- 52.50
CERT 52.50
Helle Back
1/27/98

Signature _____

Requested by: GD

Name

Date 1-27-98

Time 11:00

Walk-In _____

Will Pick Up _____

CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP OF
RSG FAMILY LIMITED PARTNERSHIP-PINELLAS,
a Florida limited partnership

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The undersigned General Partner desires to amend the Certificate of Limited Partnership filed on December 1, 1997, as document no. A97000002589 pursuant to the Florida Revised Uniform Limited Partnership Act as follows:

1. Paragraph 7 of the original Certificate shall be deleted and the following inserted in its place:

7.A. Purpose. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Partnership to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Partnership, is to engage solely in the following activities:

1. To acquire that certain parcel of real property, together with all improvements located thereon, commonly known as the Pinellas Pointe Apartments, situated in the City of St. Petersburg, State of Florida (the "Property").

2. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property.

3. To exercise all powers enumerated in the Uniform Limited Partnership Act of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

7.B. Certain Prohibited Activities. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Partnership to the contrary, the following shall govern: The 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 the Property, the Partnership shall not incur, assume or guaranty any other indebtedness. The 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

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or transfer the properties and assets of the Partnership substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article, and (c) shall expressly assume the due and punctual performance of the 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 the Partnership and be continuing. For so long as a mortgage lien exists on the Property, the Partnership will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the partners of the Partnership. For so long as a mortgage lien exists on the Property, no material amendment to this partnership agreement may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

II. Except as provided herein, all other terms and conditions of the Certificate shall remain in full force and effect.

The execution of this Certificate by the undersigned General Partner constitutes an affirmation under penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, this Certificate of Amendment to Certificate of Limited Partnership has been executed by the General Partner of the RSG Family Limited Partnership - Pinellas on this day of January, 1998.

"GENERAL PARTNER"

BARFIELD BAY PROPERTIES, INC.,
a Florida corporation

By: 

Ronald J. Glas
President of Barfield Bay
Properties, Inc.
General Partner of RSG Family
Limited Partnership-Pinellas

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STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 26 day of January, 1998, by RONALD L. GLAS, the President of Barfield Bay Properties, Inc., a Florida corporation, on behalf of the corporation, as general partner of the RSG Family Limited Partnership - Vogue, a Florida limited partnership. He is personally known to me ~~or did produce~~ as ~~identification.~~



Beth A Glas

My Commission CC702381

Expires December 15, 2001

Beth A Glas

Notary Public

Name:

My Commission Expires: