

A98000000273

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**LIMITED PARTNERSHIP AMENDMENT**

**SC ENCLAVE MIRAMAR, LTD.**

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$105.00

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**AMENDED AND RESTATED**  
**CERTIFICATE OF LIMITED PARTNERSHIP**

**SC ENCLAVE MIRAMAR, LTD.**

SC ENCLAVE MIRAMAR, LTD., a limited partnership existing under the laws of the State of Florida pursuant to the provisions of Section 620.109 of the Florida Statutes, with document number A98000000273 (the "Limited Partnership"), hereby Amends and Restates its Certificate of Limited Partnership filed on January 28, 1998 under the name TRG RED ROAD, LTD., as restated and amended by that Restated and Amended Certificate of Limited Partnership filed on September 5, 2000, as further amended by that certain Certificate of Amendment to Certificate of Limited Partnership changing the name of the Limited Partnership to SC ENCLAVE MIRAMAR, LTD. filed on October 31, 2000, each of which filings is now of record in the office of the Department of State, as follows:

1. The name of the Limited Partnership is: SC ENCLAVE MIRAMAR, LTD.
2. The office of the principal place of business for the Limited Partnership, and the mailing address for the Limited Partnership is:

9200 E. Panorama Circle  
Suite 400  
Englewood, Colorado 80112

3. The name and address of the registered agent and the agent for service of process on the Limited Partnership is:

CT Corporation System  
1200 South Pine Island Road  
Plantation, Florida 33324

4. The name and address of the general partner of the Limited Partnership is:

AMERITON PROPERTIES INCORPORATED (the "General Partner")  
9200 E. Panorama Circle, Suite 400  
Englewood, Colorado 80112

5. The instrument assigning the general partnership interest in the Limited Partnership to the General Partner is attached hereto as Exhibit A.

6. The latest date upon which the Limited Partnership will dissolve is December 31, 2048.

The above Amendment and Restatement to the Certificate of Limited Partnership is adopted by all partners of the limited partnership to be effective on the filing of this instrument for record in the office of the Department of State of the State of Florida in conformity with Section 620.109 of the Florida Statutes, and on such filing to become a provision of the partnership agreement and the certificate of limited partnership.

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IN WITNESS WHEREOF, the undersigned executed this certificate of restatement and amendment as the sole general partner pursuant to the provisions of Section 620.114 of the Florida Statutes on September 16, 2004.

GENERAL PARTNER

AMERITON PROPERTIES  
INCORPORATED, a Maryland corporation

By: 

Name: CHRISTOPHER T. NOLAN

Title: EXECUTIVE VICE PRESIDENT

ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT

CT Corporation System hereby accepts its appointment as registered agent for SC ENCLAVE, MIRAMAR LTD., a Florida limited partnership, and states it is familiar with, and fully accepts the obligations provided for in Section 607.0501 of the Florida Statutes.

September 16, 2004

CT CORPORATION SYSTEM

By: 

Name: Jennifer Quinn

Title: Assistant Secretary

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## EXHIBIT A

## ASSIGNMENT OF PARTNERSHIP INTEREST

THIS ASSIGNMENT OF PARTNERSHIP INTEREST (this "Assignment"), is made as of May 14, 2004 (the "Transfer Date"), by and among SC MIRAMAR GP, LLC, a Delaware limited liability company ("Miramar GP"), and SC MIRAMAR, LP, LLC, a Delaware limited liability company ("Miramar LP") (Miramar GP and Miramar LP are individually referred to as an "Assignor" and collectively referred to as the "Assignors"), for the benefit of AMERITON PROPERTIES INCORPORATED, a Maryland corporation ("Ameriton"), and API MULTIFAMILY PROPERTIES I LLC, a Delaware limited liability company ("API") (Ameriton and API are individually referred to as an "Assignee" and collectively referred to as the "Assignees"), with reference to the following facts:

A. Assignors own all of the partnership interests in SC Enclave Miramar, Ltd., a Florida limited partnership (the "Partnership"). Miramar GP owns a one percent (1%) general partnership interest in the Partnership (the "GP Interest") and Miramar LP owns a ninety nine percent (99%) limited partnership interest in the Partnership (the "LP Interest"). The GP Interest and the LP Interest are referred to as the "Partnership Interest".

B. Assignors desire to assign to Assignees all of their respective right, title and interest in the Partnership Interest, and Assignees desire to accept such assignment of the Partnership Interest, all on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties agree as follows:

1. Miramar GP hereby grants, conveys, transfers and assigns to Ameriton the GP Interest. Miramar LP hereby grants, conveys, transfers and assigns to API the LP Interest. The GP Interest and LP Interest constitute 100% of the Partnership interests in the Partnership.

2. Ameriton hereby accepts the GP Interest, which GP Interest constitutes all of the general partnership interests in the Partnership, with the intent that Ameriton succeeds to all of Miramar GP's right, title and interest in the Partnership. API hereby accepts the LP Interest, which LP Interest constitutes all of the limited partnership interests in the Partnership, with the intent that API succeeds to all of Miramar LP's right, title and interest in the Partnership.

3. Each Assignor hereby consents to the other Assignor's transfer of its Partnership Interest as set forth in this Assignment. To the extent any of the requirements of Article 7 of the Amended and Restated Agreement of Limited Partnership dated as of October 15, 1998 are not satisfied as of the Transfer Date by virtue of this Assignment or the transfer of the Partnership Interests described herein, each Assignor hereby waives such requirements. Each Assignor hereby withdraws as a partner of the Partnership as of the Transfer Date.

4. Each Assignor hereby agrees to indemnify, defend and hold harmless each Assignee from and against any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees and expenses (collectively "Losses and Liabilities") arising out of, or in any way related to, the Partnership Interest on account of any fact or circumstance occurring or existing on or prior to the Transfer Date. Each Assignee hereby

agrees to indemnify, defend and hold harmless each Assignor from and against any and all Losses and Liabilities arising out of the Partnership Interest on account of any fact or circumstance occurring after the Transfer Date.

5. This Assignment is to be construed under and enforced in accordance with the laws of the State of Florida without reference to choice of law principals which might indicate that the law of some other jurisdiction should apply.

6. Any modification of this Assignment shall be effective only if in writing and executed by all parties.

7. This Assignment shall be binding upon, enforceable by and shall inure to the benefit of the successors and assigns of each party.

8. This Assignment was entered into in connection with that certain Purchase and Sale Agreement and Joint Escrow Instructions dated April 29, 2004 (the "Agreement") between Assignors and Assignees. The parties hereto acknowledge and agree that the purpose of this Assignment is merely to evidence the conveyance of the Partnership Interest and that to the extent there is any inconsistency between terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control.

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

**ASSIGNORS**

SC MIRAMAR GP, LLC,  
a Delaware limited liability company

By: *Richard D. Smith*  
Richard D. Smith, Authorized Signatory  
(Print Name and Title)

SC MIRAMAR LP, LLC,  
a Delaware limited liability company

By: *Richard D. Smith*  
Richard D. Smith, Authorized Signatory  
(Print Name and Title)

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**ASSIGNEES**

**AMERITON PROPERTIES INCORPORATED,**  
a Maryland corporation

By:   
(Print Name and Title)  
**CHRISTOPHER T. NOLAN**  
**EXECUTIVE VICE PRESIDENT**

**API MULTIFAMILY PROPERTIES I LLC,**  
a Delaware limited liability company

By: Ameriton Properties Incorporated,  
a Maryland corporation

By:   
(Print Name and Title)  
**CHRISTOPHER T. NOLAN**  
**EXECUTIVE VICE PRESIDENT**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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