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Signature Requested by: Name	3/27/98 Date	1/100 Time	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 RA Resignation Dissolution / Withdrawal Annual Report / Reinstatement Cert. Copy Photo Copy Certificate of Good Standing Certificate of Status Corp Record Search Officer Search Fictitious Search Fictitious Owner Search Driving Record UCC 1 or 3 File UCC 11 Search UCC 11 Retrieval	SECRETAR OF STATIONS SECRETAR CORPORATIONS 98 MAR 27 PH 2: 55
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CERTIFICATE OF LIMITED PARTNERSHIP AND AFFIDAVIT OF CAPITAL CONTRIBUTIONS

FORTUNE LAKES, LTD.

The undersigned makes this Certificate pursuant to Section 620.108 Florida Statute

ARTICLE I. NAME

This limited partnership shall be named Fortune Lakes, Ltd.

ARTICLE II. OFFICE; REGISTERED AGENT

The name and address of the agent for service of process required to be maintained by Section 620.105 Florida Statutes, as well as the address of the office where records of the limited partnership will be kept shall be as follows:

Name:

James F. Basque

Address:

1637 East Vine Street, Suite E

Kissimmee, Florida 34744

ARTICLE III. NAME AND BUSINESS ADDRESS OF GENERAL PARTNER

The name and address of the general partner of this limited partnership is as follows:

Westwood, Inc. 912 Highland Avenue Orlando, FL 32803

792000006282

ARTICLE IV. LOCATION; MAILING ADDRESS

The location and mailing address of this limited partnership shall be 912 Highland Avenue, Orlando, Florida 32803.

ARTICLE V. DURATION OF THE PARTNERSHIP

The partnership shall commence upon the filing of this Certificate of Limited Partnership and shall continue until December 31, 2053, unless terminated at an earlier date.

ARTICLE VI. **CAPITAL CONTRIBUTIONS**

The total capital contribution of the limited partners in this partnership is \$100.00 cash. The limited partners have not agreed to make any additional contributions to the partnership. The contribution of each limited partner, subject to the provisions set forth in the limited partnership agreement, is to be returned to him or her upon dissolution of the partnership. No limited partner has the right to demand and receive property other than cash in return for his or her contribution.

Dated this 26th day of March, 1998.

GENERAL PARTNER:

y Commission Expires:

Westwood, Inc.

By:√		Syl-	
Its:	V.P.		•

STATE OF FLORIDA)			
COUNTY OF OSCEOLA	:SS)			
BEFORE ME, the und acknowledgments in and Thomas 7: Tom.	for the State at	nd County set f	orth above, per	sonally appeared
foregoing Certificate of Limited the foregoing instrument as	d Partnership, and l	he acknowledged to	me and before m	ne that he executed
IN WITNESS WHER and State aforesaid this 20			ffixed my official , 19	•
(NOTARIAL SEAL)		Wotany Bukh	nes F. Ban	<u> </u>

JAMES F. BASQUE My Comm Exp. 3/24/99 Bonded By Service Ins No. CC442900 Personally Kaosan

Acceptance of designation as Registered Agent: James F. Basque does hereby accept the foregoing designation as registered agent for the limited partnership for service of process as to the above limited partnership, 1637 East Vine Street, Suite E, Kissimmee, Florida 34744.

JAMES F. BASQUE

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