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TALLAHASSEE, FL 32301

Brewingham Developers, Ltd.

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DIVISION OF CORPORATION
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| <input type="checkbox"/> NonProfit | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Reservation | <input type="checkbox"/> Change of R.A. |
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| <input type="checkbox"/> Certified Copy | <input checked="" type="checkbox"/> Call if Problem | <input type="checkbox"/> After 4:30 |
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CERTIFICATE OF LIMITED PARTNERSHIP OF

1. Brewingham Developers, Ltd.
(Name of Limited Partnership; must contain a suffix such as "Limited",
"Ltd.", or "Limited Partnership")
2. 547 North Monroe Street, Suite 201 Tallahassee, FL 32301
(Business address of Limited Partnership)
3. JAMES R. BREWSTER, Attorney
(Name of Registered Agent for Service of Process)
4. 547 North Monroe Street, Suite 203
Tallahassee, FL 32301
(Florida street address for Registered Agent)
5. [Signature]
(Registered Agent must sign here to accept designation as Registered Agent for Service of Process)
6. P.O. Box 3547, Tallahassee, FL 32315-3547
(Mailing Address of the Limited Partnership)

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CLERK OF
TALLAHASSEE, FL

7. The latest date upon which the Limited Partnership is to be dissolved is 1/1/2020.

8. Name of general partner(s): 498-1877 Specific address:
- Timbercreek of North Pensacola, L.C. P.O. Box 3547 (32315-3547)
- Suite 201, The Walker Bldg
- 547 N. Monroe St
- Tallahassee, FL 32301

Signed this 16th day of September, 19 98.

Signature of all general partners:

Timbercreek of North Pensacola, L.C.
General Partner

General Partner

General Partner

General Partner

General Partner

General Partner

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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The undersigned constituting all of the general partners of

Brewingham Developers, Ltd, a Florida Limited Partnership, certify.

The amount of capital contributions to date of the limited partners is \$ 9,200⁰⁰.

The total amount contributed and anticipated to be contributed by the limited partners at this time totals \$ 9,200⁰⁰.

FURTHER AFFIANT SAYETH NOT.

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

Timberlake of N. R. Pennington L.C.
General Partner

General Partner

General Partner

General Partner

General Partner

General Partner

This 16th day of September, 19 98.

**COPY FOR YOUR
INFORMATION**

**LIMITED PARTNERSHIP AGREEMENT
OF
BREWINGHAM DEVELOPERS, LTD.**

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98 SEP 16 AM 11:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS AGREEMENT is made and is effective as of the _____ day of _____, 199____, by and between **TIMBERCREEK OF NORTH PENSACOLA, LLC., ("General Partner")** and the persons who have signed this Agreement as Limited Partners (**"Initial Limited Partner"**).

BACKGROUND RECITALS:

A. The Partners desire to form this limited partnership for the purpose of acquiring the Land and developing, constructing, and operating the proposed Project which will be owned, operated and sold by the Partnership for the production of income.

B. This Agreement sets forth the understanding among the parties with respect to the terms and conditions of the acquisition of the Land, the construction, management, and operation of the proposed Project, and the distribution of the proceeds received from the ownership and disposition of the Property.

AGREEMENT

General Partner and Limited Partners hereby form this limited partnership pursuant to the provisions of the *Revised Uniform Limited Partnership Act* as enacted in the **State of Florida**, and for **their mutual convenience and protection**, and in consideration of the mutual covenants and benefits herein contained, hereby agree as follows:

**ARTICLE I
GENERAL PROVISIONS**

1.1 Definitions. The terms and words of art which are defined in this section 1.1 and which are designated by the capitalization of the first letter thereof when used in this Agreement shall have the following meanings unless the context requires otherwise:

1.1.1 "Additional Limited Partner" means any person who becomes a Limited Partner pursuant to the provisions of **section 7.3** of this Agreement.

1.1.2 "Adjusted Capital Account Deficit" means with respect to any Limited Partner the deficit balance, if any, in such Limited Partner's Capital Account as of the end of any Fiscal Year after giving effect to the following adjustments: