

A98000002607

Shane L. Acero
Requestor's Name

3151 Woodhill Dr.
Address

Tallahassee, FL 32309
City/State/Zip Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. OAKS OF Brooksville Ltd.
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

98 NOV 24 PM 12:36
SECRETARY OF STATE
DIVISION OF CORPORATIONS

- ☐ Walk in ☐ Pick up time _____ ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☒ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input checked="" type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

GAVE	
AUTHORIZATION BY PHONE TO	
CORRECT to delete Exhibit and name of 60	
DATE 11/24/98	
DOC. EXAM. dec	

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OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Water
<input type="checkbox"/>	erifyer
<input type="checkbox"/>	Acknowledgement
<input type="checkbox"/>	W. P. Verifier

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input checked="" type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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Examiner's Initials

A98000002607

CERTIFICATE OF LIMITED PARTNERSHIP OF

OAKS OF BROOKSVILLE, Ltd.

A Florida Limited Partnership

We, the undersigned desiring to form a partnership, pursuant to the Florida Uniform Limited Partnership Act as set forth in § 620.02 et seq. of the Florida Statutes, do hereby certify:

1. The name of the Partnership shall be ***Oaks of Brooksville, Ltd.*** and shall be referred to as the 'Partnership'.

2. The Partnership purpose shall be to engage In the business of buying, selling, syndicating, constructing, rehabilitating, owning, and managing a multi-family apartment complex in Hernando County, Florida known as ***Oaks of Brooksville Apartments*** hereinafter known as the 'Project', a Tax Credit enhanced Low Income Housing project.

The Partnership shall further have the right to engage in any other such related business activities as are required to effect the successful purpose of the Partnership, including the buying, selling, syndicating, constructing, rehabilitating, owning, and merging of other multi-family apartment complexes if it chooses to do so.

3. The business address of the Partnership is:

**1933 Commonwealth Lane
Tallahassee, Florida 32303**

4. The mailing address of the partnership is:

**1933 Commonwealth Lane
Tallahassee, Florida 32303**

5. The name of the Registered Agent for service of process of this Limited Partnership and the address of the Registered Office are:

**William H. Clark
1933 Commonwealth Lane
Tallahassee, Florida 32303**

6 (a). The names and addresses of the General Partners of the Partnership are:

**CRA Development, Company, Inc.
1933 Commonwealth Lane
Tallahassee, Florida 32303**

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6 (b) There shall be one Original Limited Partner. It is anticipated that this Original Limited Partner shall withdraw leaving all his rights and interest in the Project, including all rights to profits, losses, cash flow, Tax Credits and residual rights upon sale of the project to the new Limited Partner(s).

7. The Partnership shall exist for a period of twenty (20) years or until such earlier time that may be dissolved by operation of law; by specific, intentional acts of the General Partner(s); or with the consent of all the Partners.

8. The amount of cash and the description of and agreed value of other property contributed by the Partners is Seven Hundred Dollars (\$700.00).

9. The Original Limited Partner is under no obligation to make additional contributions to the Partnership but may make such contributions from time to time as needed. Future Limited Partners, after their initial contribution, will not be under obligation to make additional contributions to the Partnership, either.

10. The Original Limited Partner's contribution shall be made and received by the Partnership no later than the day of execution of the Partnership Agreement.

11. All net cash flow to be distributed to the Limited Partners shall be made in cash only. The share of net cash flow or any other compensation by way of income, other than Tax Credits, which each Limited Partner shall receive by reason of his or her contribution, pro rata. Limited Partners shall receive Ninety-Nine Percent (99%) of Net Cash Flow and Ninety-Nine Percent (99%) of all Tax Credits.

12 The General Partners, collectively, shall make an initial contribution to the Partnership

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in the amount of Six Hundred Dollars (\$600.00) and the Original Limited Partner shall make an initial contribution to the Partnership in the amount of One Hundred Dollars (\$100.00). These funds shall operate as 'seed funding' to begin the initial process of buying, selling, syndicating, constructing, rehabilitating and managing a multi-family apartment complex in Hernando County, Florida known as ***'Oaks of Brooksville Apartments'***.

13. There shall be no order of priority as to return of contributions or compensation to any of the Limited Partners.

14. The Partnership term shall commence on November 10, 1998 and continue thereafter until November 9, 2018 or the earlier happening of the following, whichever occurs first:

- (a) On the dissolution of the Partnership by law;
- (b) On the sale, abandonment or disposal by the Limited Partnership of all or substantially all of its assets;
- (c) On the entry of a final judgment, order or decree of a court of competent jurisdiction adjudicating the Limited Partnership to be bankrupt and the expiration of the period, if any, allowed by applicable law to appeal therefrom;
- (d) On the death, retirement, expulsion, removal, mental incompetency, withdrawal, receivership, or bankruptcy of a General Partner (or the dissolution, merger, consolidation or reorganization of any General Partner that is not an individual);
- (e) On the failure of the Partners to fund any operating deficit, the effect of which would be to render the Partnership insolvent.

15. On the death, retirement, expulsion, removal, mental incompetency, withdrawal, receivership, or bankruptcy of a General Partner (or the dissolution, merger, consolidation or reorganization of any General Partner that is not an individual), all the remaining Partners shall have the right to elect to continue the business of the Partnership under the same name, by themselves, or with any additional persons, they may choose. If the Partners remaining desire to continue the business, but not together, the Partnership shall be liquidated.

16. In the event of the death, retirement, or insanity of a General Partner, the remaining General Partners, if any, shall have the right to carry on the business of the Partnership, as stated above, but shall offer the Limited Partners a limited right of withdrawal from the Partnership or conditions that: (1) the Partnership buy out such limited only to the extent the Partnership can sustain such cash withdrawals, and (2) such withdrawals as may be requested shall not constitute a

Initials: *WHC*

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constructive dissolution of the partnership.

17. A General Partner may be removed by the unanimous affirmative vote of all of the other Partners, but only for acts that constitute intentional violations of fiduciary duty to the Partnership, gross negligence, or wanton and willful acts in contravention of the partnership's best interests or business purposes.

18. The Limited Partners shall be entitled to an annual Preferred Return of Net Cash Flow of Five Percent (5%) per annum of the contributed capital of the respective Limited Partners. This is a minimum amount to be distributed to the Limited Partners. In the event that this amount is not available to the Limited Partners in any year, the rights to this minimum Preferred Return shall be cumulative and such return will be made up to the Limited Partners in following years, before distribution of profits to the General Partners for that year present year.

General Partner, Oaks of Brooksville, Ltd.

by: William H. Clark
CRA Development, Company, Inc.

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

CRA Development, Inc., the Sole General Partner of Oaks of Brooksville, Ltd., a Florida Limited Partnership, hereby certifies that the total amount of cash and other property contributed by the

Initials:

WHC

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Limited Partners is One Hundred Dollars (\$100.00). Said amount has been contributed as of this date.
No additional Limited Partner contributions are anticipated.

The undersigned has hereunto executed this certificate on 11.23. 1998

General Partner, Oaks of Brooksville, Ltd

by: William H. Clark
William H. Clark

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned Notary Public, personally appeared William H. Clark, General Partner of Oaks of Brooksville, Ltd., a Florida Limited Partnership, personally known to me to be the person herein described or who presented the following form of identification Fla. Driver License and after being duly sworn under oath he acknowledged to and before me that he executed the foregoing instrument for the purposes therein and that the facts alleged therein are true and correct.

WITNESS my hand and official seal in the County and state last aforesaid this 23rd day of November, 1998.



Betty LaVonne Hall
MY COMMISSION # CC617509 EXPIRES
January 30, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

Betty LaVonne Hall
Notary Public, State of Florida At Large

Betty LaVonne Hall
Print, type or stamp name of Notary Public

My Commission Expires: 1/30/01

STATE OF FLORIDA
COUNTY OF LEON

initials: W H C

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ACCEPTANCE OF REGISTERED AGENT

I, William H. Clark., hereby acknowledge that I am familiar with the duties and responsibilities as Registered Agent of Oaks of Brooksville, Ltd. and hereby accept said duties and responsibilities.

William H. Clark
William H. Clark, Registered Agent

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