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FILING COVER SHEET

REFERENCE: 0151.7432
DATE: 7/6/99
CONTACT: CINDY HICKS
FROM: CORPORATE & CRIMINAL RESEARCH SERVICES
103 N. MERIDIAN STREET
TALLAHASSEE, FL 32301
TELEPHONE: 222-1173
SUBJECT: Lewis Place Associates, LTD.

STATE FEES PREPAID WITH CHECK # 3521 FOR \$ 105.-

PLEASE FILE:

- () ARTICLES OF INC. (X) AMENDMENT () DISSOLUTION
() ANNUAL REPORT () MERGER () WITHDRAWAL
() QUALIFICATION () LIMITED PARTNERSHIP () ANNUAL REPORT
() FICTITIOUS NAME () LIMITED LIABILITY () REINSTATEMENT
() TRADEMARK/SERVICE () UCC-1 () UCC-3

PROVIDE US WITH:

- (X) CERTIFIED COPY () CERTIFICATE OF STATUS () STAMPED COPY

Examiner's Initials

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**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
LEWIS PLACE ASSOCIATES, LTD.**

Pursuant to the provisions of Section 620.109, Florida Statutes, Lewis Place Associates, Ltd., a Florida limited partnership (the "Partnership"), whose Certificate of Limited Partnership was filed with the Florida Department of State on December 31, 1998 under Document No. H 98000024300 9, hereby adopts the following Certificate of Amendment to its Certificate of Limited Partnership:

1. The following is added to the Certificate of Limited Partnership of the Partnership:

"7. Purpose.

a. The specific business and purpose of the Partnership is investment in real property and the provision of low income housing through the construction, operation and leasing of a 112-unit apartment complex and related facilities located at the 4200 block of N.E. 15th Street in Gainesville, Alachua County, Florida (the "Apartment Complex") and any commercial space located therein, and in connection therewith, subject to and in accordance with the permission of each applicable governmental authority, to make and perform contracts and other undertakings and to engage in any and all activities and transactions as may be necessary or advisable in connection therewith, including, but not limited to, the purchase, transfer, mortgage, pledge, and exercise of all other rights, powers, privileges and other incidents of ownership with respect to the Apartment Complex and to borrow money without limitation as to amount or manner and to carry on any and all activities related to any of the foregoing.

b. So long as those certain \$4,000,000.00 Housing Finance Authority of Alachua County, Florida Multifamily Housing Revenue Bonds, Series 1999 A (Lewis Place at Ironwood Project) (collectively the "Bonds") are outstanding, the Partnership may not do any of the following:

i. own or acquire any asset or property other than (a) the Apartment Complex, and (b) incidental personal property necessary for the ownership or operation of the Apartment Complex;

ii. engage in any business other than those set forth in subparagraph a above;

iii. incur any indebtedness or assume or guaranty any indebtedness other than as expressly permitted by the documents evidencing or securing the Bonds;

iv. dissolve, wind up or liquidate, in whole or in part;

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v. consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any person or entity;

vi. amend or cause to be amended the Amended and Restated Agreement of Limited Partnership of the Partnership dated as of June 18th, 1999 or the Certificate of Limited Partnership in any manner which would eliminate or materially modify any of the provisions hereof relating to the sole purpose of the Partnership or the separateness covenants contained herein; or

vii. take any action that might cause the Partnership to become insolvent.

c. So long as the Bonds are outstanding, the Partnership shall:

i. not enter into any contract or agreement with (a) any partner or affiliate of the Partnership, (b) Howard K. Wallace, Jr., Edward L. Jennings, Jr., H.K.W. Enterprises, Inc. and Jennings Development Group, Inc. (collectively the "Guarantor"), (c) or any constituent party of any Guarantor, or any affiliate of any of them, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any such party;

ii. not make any loans or advances to any third party (including any partner or affiliate of the Partnership, any Guarantor, any constituent party of any Guarantor or any affiliate of any of them), and not acquire obligations or securities of its affiliates or any other person or entity (except for cash and investment-grade securities);

iii. remain solvent and pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its own assets as the same shall become due;

iv. do all things necessary to observe organizational formalities and preserve its existence;

v. maintain all of its books, records, financial statements and bank accounts separate from those of its partners and affiliates and file its own tax returns unless required otherwise by applicable law. The Partnership shall maintain its books, records, resolutions and agreements as official records;

vi. hold itself out to the public as a legal entity separate and distinct from any other entity (including any partner or affiliate of the Partnership, any Guarantor, any constituent party of any Guarantor or any affiliate of any of them), correct any known misunderstanding regarding its status as a separate entity, conduct business in its own name, not identify itself as any of its affiliates as a division or part of the other, and maintain and utilize separate stationery, invoices and checks;

vii. maintain adequate capital to pay its obligations as they become due.

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viii. not commingle the funds and other assets of the Partnership with those of any partner or affiliate of the Partnership, any Guarantor, any constituent party of any Guarantor or any affiliate of any of them, or any other person or entity;

ix. maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any partner or affiliate of the Partnership, any Guarantor, any constituent party of any Guarantor or any affiliate of any of them, or any other person or entity;

x. not guarantee, become obligated for or hold itself out to be responsible for the debts or obligations of any other person or entity or the decisions or actions respecting the daily business or affairs of any other person or entity; and

xi. not permit any affiliate or constituent party independent access to its bank accounts.

d. So long as the Bonds are outstanding, the Partnership shall have at least one general partner (the "Special Purpose General Partner") that is a corporation or limited liability company that complies with all of the criteria described in subparagraphs b and c above except as modified to reflect the corporation's or limited liability company's position as a general partner of the Partnership.

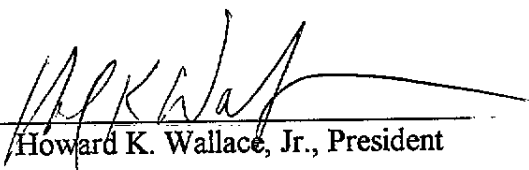
2. This Certificate of Amendment shall be effective at the time of its filing with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Amendment to Certificate of Limited Partnership as the sole General Partner of the Partnership pursuant to the provisions of Florida Revised Uniform Limited Partnership Act.

Dated: June 18th, 1999

LEWIS PLAZA, INC., a Florida
corporation, as sole General Partner

By: _____


Howard K. Wallace, Jr., President

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