

A99000002083

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

(Business Entity Name)

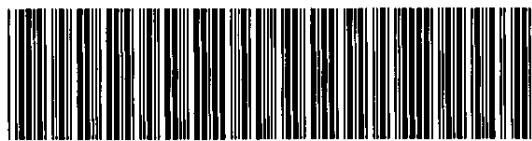
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

BK

Office Use Only



100100357481

05/09/07--01011--010 \*\*105.00

07 APR 24 AM 9:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

~~LTD APR~~

LTD APPM RSC

A99000002083

April 23, 2007

Mr. Buck Kohr  
Corporate Specialist  
Florida Department of State  
Division of Corporations  
ATTN: Registration Section  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

RE: Renewal of 2007 Annual Report

Dear Buck:

Good talking to you. The first stack is the amendment and annual report for Magnolia Walk Apartments II, Ltd. Please call me if you have any questions. As you can see, it is the same document twice signed by two different entities. I need a certified copy for our files.

I regret that I am filing these so late. Thank you for your patience. In order to file the amendment, I had to wait for an original signature. We had a copy but not an original and I wanted one for our records.

Attached are 9 Annual Reports.

Thank you again for your help. If you have any questions, please call me.

Sincerely,

  
Sue Butler for John M. Curtis  
11635 N.W. 1<sup>st</sup> Avenue  
Gainesville, FL 32607

Phone: 352-332-0838 or 332-0840  
Fax: 352-332-2926

  
sb

Enclosures: 4 Annual Reports for Limited Partnerships and One Amendment  
(MW, MW II, SOV, LP II)  
4 Annual Reports for Corporations (SOV, SOVPOA, MW II, CH)  
1 Annual Reports for LLC (LP II)  
Attached Checks in the Requested Amount

07 APR 24 AM 9:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

**AMENDMENT TO AMENDED AND RESTATED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
MAGNOLIA WALK APARTMENTS II, LTD.**

FILED  
07 APR 24 AM 9:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 620.109, Florida Statutes, this Florida Limited Partnership, whose Amended and Restated Certificate of Limited Partnership was filed with the Florida Secretary of State, Division of Corporations, on June 11, 2003, adopts the following Amendment to the Amended and Restated Certificate of Limited Partnership of Magnolia Walk Apartments II, Ltd, effective as of January 3, 2006:

1. First, Ocala Leased Housing Corporation, Inc. has withdrawn as General Partner of Magnolia Walk Apartments II, Ltd., and is hereby removed as General Partner.
2. Second, Magnolia Walk Apartments II, Inc., a Florida corporation, has been admitted as General Partner of Magnolia Walk Apartments II, Ltd.
3. Third, the Amended and Restated Certificate of Limited Partnership of Magnolia Walk Apartments II, Ltd. is amended to provide that any reference to "General Partner" therein shall be to Magnolia Walk Apartments II, Inc., a Florida corporation, and not to Ocala Leased Housing Corporation, Inc., and any reference therein to Ocala Leased Housing Corporation, Inc. shall be to Magnolia Walk Apartments II, Inc., a Florida corporation. Without limiting the foregoing Paragraph 6 of the Amended and Restated Certificate of Limited Partnership of Magnolia Walk Apartments II, Ltd. is specifically amended to read, in its entirety, as follows:
6. The name and business address of each General Partner interested in the Partnership are as follows:

**NAME/BUSINESS ADDRESS**

Magnolia Walk Apartments II, Inc.  
11635 NW 1<sup>st</sup> Avenue  
Gainesville, FL 32607

10300049730

IN WITNESS WHEREOF, the withdrawing General Partner, the new General Partner, and the sole Limited Partner of Magnolia Walk Apartments II, Ltd. have executed this Amendment to Amended and Restated Certificate of Limited Partnership of Magnolia Walk Apartments II, Ltd., effective the 3rd day of January, 2006.

**WITHDRAWING GENERAL PARTNER:  
OCALA LEASED HOUSING CORPORATION,  
INC.**

Signed and sealed in our presence as witnesses:

Print Name: Laundrie D. Barr

Print Name: Stephen J. Miller

By: Whitfield Jenkins  
WHITFIELD JENKINS

Its: President

**NEW GENERAL PARTNER:  
MAGNOLIA WALK APARTMENTS II, INC., A  
FLORIDA CORPORATION**

Signed and sealed in our presence as witnesses:

Print Name: Laundrie D. Barr

Print Name: Stephen J. Miller

By: Whitfield Jenkins  
WHITFIELD JENKINS

Its: President

Signed and sealed in our presence as witnesses: **LIMITED PARTNER**  
**WACHOVIA AFFORDABLE HOUSING**  
**COMMUNITY DEVELOPMENT CORPORATION,**  
**A NORTH CAROLINA CORPORATION**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF MARION**

The foregoing was acknowledged before me by WHITFIELD JENKINS President of Ocala Leased Housing Corporation, who is:

Personally known by me, OR  
 Produced a driver's license as identification.

Dated: this 10th day of September, 2006.



Print Name: \_\_\_\_\_  
 Notary Public, State of Florida  
 Commission number \_\_\_\_\_  
 Commission expires \_\_\_\_\_

Kandice D. Barr  
 MY COMMISSION # DD178167 EXPIRES  
 January 16, 2007  
 BONDED THRU TROY FAIN INSURANCE, INC.

**STATE OF FLORIDA**  
**COUNTY OF MARION**

The foregoing was acknowledged before me by WHITFIELD JENKINS as President of Magnolia Walk Apartments II, Inc., a Florida corporation, who is:

Personally known by me, OR  
 Produced a driver's license as identification.

Dated: this 10th day of September, 2006.



Print Name: \_\_\_\_\_  
 Notary Public, State of Florida  
 Commission number \_\_\_\_\_  
 Commission expires \_\_\_\_\_

Kandice D. Barr  
 MY COMMISSION # DD178167 EXPIRES  
 January 16, 2007  
 BONDED THRU TROY FAIN INSURANCE, INC.

**STATE OF \_\_\_\_\_**  
**COUNTY OF \_\_\_\_\_**

The foregoing was acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ for  
 WACHOVIA AFFORDABLE HOUSING COMMUNITY DEVELOPMENT CORPORATION, A NORTH  
 CAROLINA CORPORATION, who is:

Personally known by me, OR  
 Produced a driver's license as identification.

Dated: this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Print Name: \_\_\_\_\_  
 Notary Public, State of \_\_\_\_\_  
 Commission number \_\_\_\_\_  
 Commission expires \_\_\_\_\_

**AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF  
MAGNOLIA WALK APARTMENTS II, LTD.**

---

**THIS AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP** is made and entered into as of the 3rd day January, 2006, by and between **OCALA LEASED HOUSING CORPORATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION**, as withdrawing general partner of the Partnership (the "*Withdrawing General Partner*"), **MAGNOLIA WALK APARTMENTS II, INC., A FLORIDA CORPORATION** as the new general partner of the Partnership (the "*New General Partner*") and **WACHOVIA AFFORDABLE HOUSING COMMUNITY DEVELOPMENT CORPORATION, A NORTH CAROLINA CORPORATION**, as the sole limited partner of the Partnership (the "*Limited Partner*").

**WITNESSETH:**

**WHEREAS**, the Withdrawing General Partner and the Limited Partner are the sole Partners of Magnolia Walk Apartments II, Ltd., a Florida limited partnership, pursuant to Amended and Restated Agreement of Limited Partnership Agreement dated June 5, 2003 (hereinafter the "*Partnership Agreement*"); and

**WHEREAS**, the Withdrawing General Partner has determined to withdraw as general partner of Magnolia Walk Apartments II, Ltd., and the New General Partner has agreed to be substituted as general partner of Magnolia Walk Apartments II, Ltd., and the Limited Partner has consented to the withdrawal by the Withdrawing General Partner and substitution of the New General Partner as the general partner of the Partnership, effective as of January 3, 2006, all as is more particularly set forth hereinafter.

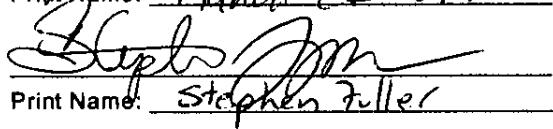
**NOW, THEREFORE**, in consideration of the foregoing, and with the intention that they be legally bound, the parties do hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The parties confirm and agree that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes.
2. **SUBSTITUTION OF GENERAL PARTNER.** Effective January 3, 2006, the Withdrawing General Partner shall withdraw as the general partner of the Partnership, and the New General Partner shall be substituted as the general partner of the Partnership. Thereafter all references in the Partnership Agreement to the "*General Partner*" or to "*Ocala Leased Housing Corporation, Inc.*" shall be references to Magnolia Walk Apartments II, Inc. and not references to Ocala Leased Housing Corporation, Inc., and, thereafter, until further amendment or modification of the Partnership Agreement, Magnolia Walk Apartments II, Inc. shall be the sole general partner of Magnolia Walk Apartments II, Ltd.
3. **REAFFIRMATION.** Except as is herein modified, all the terms, covenants, and conditions of the Partnership Agreement are hereby reaffirmed and ratified.

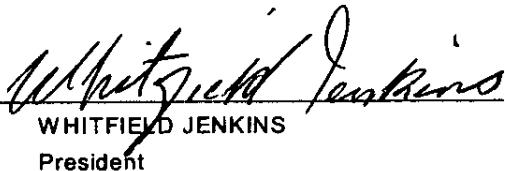
IN WITNESS WHEREOF, the parties have set their hand and seal as of the 3rd day of January , 2006.

Signed and sealed in our presence as witnesses:

  
Print Name: Randice Barr

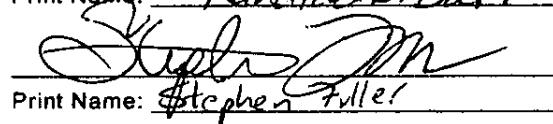
  
Print Name: Stephen Fuller

**WITHDRAWING GENERAL PARTNER:**  
**OCALA LEASED HOUSING CORPORATION,**  
**INC.**

By:   
Whitfield Jenkins  
WHITFIELD JENKINS  
Its: President

Signed and sealed in our presence as witnesses:

  
Print Name: Randice Barr

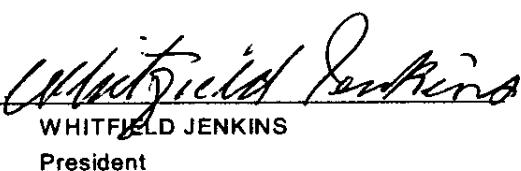
  
Print Name: Stephen Fuller

Signed and sealed in our presence as witnesses:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**NEW GENERAL PARTNER:**  
**MAGNOLIA WALK APARTMENTS II, INC., A**  
**FLORIDA CORPORATION**

By:   
Whitfield Jenkins  
WHITFIELD JENKINS  
Its: President

**LIMITED PARTNER**  
**WACHOVIA AFFORDABLE HOUSING**  
**COMMUNITY DEVELOPMENT CORPORATION,**  
**A NORTH CAROLINA CORPORATION**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF MARION**

The foregoing was acknowledged before me by WHITFIELD JENKINS as President of Ocala Leased Housing Corporation, who is:

Personally known by me, OR  
 Produced a driver's license as identification.

Dated: this 6<sup>th</sup> day of September, 2006.



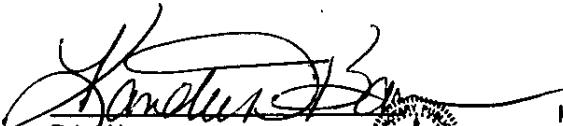
Print Name: Kandice D. Barr MY COMMISSION # DD178167 EXPIRES  
Notary Public, State of Florida   
Commission number DD178167 January 16, 2007  
Commission expires DD178167 BONDED THRU TROY FAIN INSURANCE INC.

**STATE OF FLORIDA**  
**COUNTY OF MARION**

The foregoing was acknowledged before me by WHITFIELD JENKINS, as President of Magnolia Walk Apartments II, Inc., a Florida corporation, who is:

Personally known by me, OR  
 Produced a driver's license as identification.

Dated: this 6<sup>th</sup> day of September, 2006.



Print Name: Kandice D. Barr MY COMMISSION # DD178167 EXPIRES  
Notary Public, State of Florida   
Commission number DD178167 January 16, 2007  
Commission expires DD178167 BONDED THRU TROY FAIN INSURANCE INC.

**STATE OF \_\_\_\_\_**  
**COUNTY OF \_\_\_\_\_**

The foregoing was acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ for  
WACHOVIA AFFORDABLE HOUSING COMMUNITY DEVELOPMENT CORPORATION, A NORTH  
CAROLINA CORPORATION, who is:

Personally known by me, OR  
 Produced a driver's license as identification.

Dated: this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission number \_\_\_\_\_  
Commission expires \_\_\_\_\_

**AMENDMENT TO AMENDED AND RESTATED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
MAGNOLIA WALK APARTMENTS II, LTD.**

Pursuant to the provisions of Section 620.109, Florida Statutes, this Florida Limited Partnership, whose Amended and Restated Certificate of Limited Partnership was filed with the Florida Secretary of State, Division of Corporations, on June 11, 2003, adopts the following Amendment to the Amended and Restated Certificate of Limited Partnership of Magnolia Walk Apartments II, Ltd, effective as of January 3 , 2006:

1. First, Ocala Leased Housing Corporation, Inc. has withdrawn as General Partner of Magnolia Walk Apartments II, Ltd., and is hereby removed as General Partner.
2. Second, Magnolia Walk Apartments II, Inc., a Florida corporation, has been admitted as General Partner of Magnolia Walk Apartments II, Ltd.
3. Third, the Amended and Restated Certificate of Limited Partnership of Magnolia Walk Apartments II, Ltd. is amended to provide that any reference to "General Partner" therein shall be to Magnolia Walk Apartments II, Inc., a Florida corporation, and not to Ocala Leased Housing Corporation, Inc., and any reference therein to Ocala Leased Housing Corporation, Inc. shall be to Magnolia Walk Apartments II, Inc., a Florida corporation. Without limiting the foregoing Paragraph 6 of the Amended and Restated Certificate of Limited Partnership of Magnolia Walk Apartments II, Ltd. is specifically amended to read, in its entirety, as follows:
6. The name and business address of each General Partner interested in the Partnership are as follows:

**NAME/BUSINESS ADDRESS**

Magnolia Walk Apartments II, Inc.  
233 SW 3<sup>rd</sup> Street  
Ocala, FL 34478-2468

**IN WITNESS WHEREOF**, the withdrawing General Partner, the new General Partner, and the sole Limited Partner of Magnolia Walk Apartments II, Ltd. have executed this Amendment to Amended and Restated Certificate of Limited Partnership of Magnolia Walk Apartments II, Ltd., effective the 3rd day of January, 2006.

**WITHDRAWING GENERAL PARTNER:  
OCALA LEASED HOUSING CORPORATION,  
INC.**

Signed and sealed in our presence as witnesses:

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

WHITFIELD JENKINS

Its: President

Print Name: \_\_\_\_\_

**NEW GENERAL PARTNER:  
MAGNOLIA WALK APARTMENTS II, INC., A  
FLORIDA CORPORATION**

Signed and sealed in our presence as witnesses:

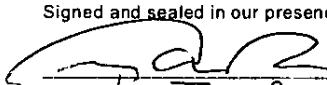
Print Name: \_\_\_\_\_

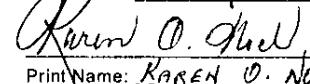
By: \_\_\_\_\_

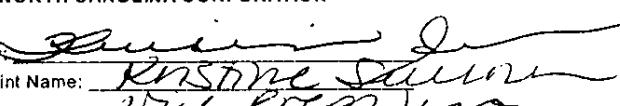
WHITFIELD JENKINS

Its: President

Print Name: \_\_\_\_\_

Signed and sealed in our presence as witnesses: **LIMITED PARTNER**  
  
Print Name: Terry Bowes

  
Print Name: Karen O. Noel

By:   
Print Name: Kristine Sullivan

Its: VP of President

**STATE OF FLORIDA**  
**COUNTY OF MARION**

The foregoing was acknowledged before me by WHITFIELD JENKINS President of Ocala Leased Housing Corporation, who is:

Personally known by me, OR  
 Produced a driver's license as identification.

Dated: this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission number \_\_\_\_\_  
Commission expires \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF MARION**

The foregoing was acknowledged before me by WHITFIELD JENKINS as President of Magnolia Walk Apartments II, Inc., a Florida corporation, who is:

Personally known by me, OR  
 Produced a driver's license as identification.

Dated: this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission number \_\_\_\_\_  
Commission expires \_\_\_\_\_

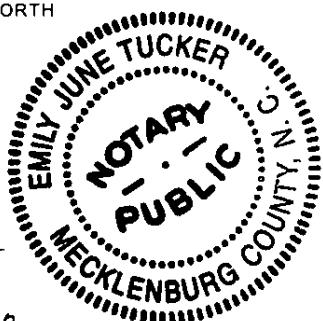
**STATE OF North Carolina**  
**COUNTY OF Mecklenburg**

The foregoing was acknowledged before me by Kristine Sullivan as VP for WACHOVIA AFFORDABLE HOUSING COMMUNITY DEVELOPMENT CORPORATION, A NORTH CAROLINA CORPORATION, who is:

Personally known by me, OR  
 Produced a driver's license as identification.

Dated: this 20<sup>th</sup> day of April, 2006. 2007

  
Print Name: Emily June Tucker  
Notary Public, State of \_\_\_\_\_  
Commission number \_\_\_\_\_  
Commission expires October 18, 2010



**AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF  
MAGNOLIA WALK APARTMENTS II, LTD.**

---

**THIS AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP** is made and entered into as of the 3rd day January, 2006, by and between **OCALA LEASED HOUSING CORPORATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION**, as withdrawing general partner of the Partnership (the "Withdrawning General Partner"), **MAGNOLIA WALK APARTMENTS II, INC., A FLORIDA CORPORATION** as the new general partner of the Partnership (the "New General Partner") and **WACHOVIA AFFORDABLE HOUSING COMMUNITY DEVELOPMENT CORPORATION, A NORTH CAROLINA CORPORATION**, as the sole limited partner of the Partnership (the "Limited Partner").

**WITNESSETH:**

**WHEREAS**, the Withdrawing General Partner and the Limited Partner are the sole Partners of Magnolia Walk Apartments II, Ltd., a Florida limited partnership, pursuant to Amended and Restated Agreement of Limited Partnership Agreement dated June 5, 2003 (hereinafter the "Partnership Agreement"); and

**WHEREAS**, the Withdrawing General Partner has determined to withdraw as general partner of Magnolia Walk Apartments II, Ltd., and the New General Partner has agreed to be substituted as general partner of Magnolia Walk Apartments II, Ltd., and the Limited Partner has consented to the withdrawal by the Withdrawing General Partner and substitution of the New General Partner as the general partner of the Partnership, effective as of January 3, 2006, all as is more particularly set forth hereinafter.

**NOW, THEREFORE**, in consideration of the foregoing, and with the intention that they be legally bound, the parties do hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The parties confirm and agree that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes.
2. **SUBSTITUTION OF GENERAL PARTNER.** Effective January 3, 2006, the Withdrawing General Partner shall withdraw as the general partner of the Partnership, and the New General Partner shall be substituted as the general partner of the Partnership. Thereafter all references in the Partnership Agreement to the "General Partner" or to "Ocala Leased Housing Corporation, Inc." shall be references to Magnolia Walk Apartments II, Inc. and not references to Ocala Leased Housing Corporation, Inc., and, thereafter, until further amendment or modification of the Partnership Agreement, Magnolia Walk Apartments II, Inc. shall be the sole general partner of Magnolia Walk Apartments II, Ltd.
3. **REAFFIRMATION.** Except as is herein modified, all the terms, covenants, and conditions of the Partnership Agreement are hereby reaffirmed and ratified.

IN WITNESS WHEREOF, the parties have set their hand and seal as of the 3rd day of January, 2006.

**WITHDRAWING GENERAL PARTNER:  
OCALA LEASED HOUSING CORPORATION,  
INC.**

Signed and sealed in our presence as witnesses:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
WHITFIELD JENKINS

Its: President

**NEW GENERAL PARTNER:  
MAGNOLIA WALK APARTMENTS II, INC., A  
FLORIDA CORPORATION**

Signed and sealed in our presence as witnesses:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
WHITFIELD JENKINS  
Its: President

Signed and sealed in our presence as witnesses:

Print Name: Terry Bowes

Print Name: Karen O. Noel

**LIMITED PARTNER  
WACHOVIA AFFORDABLE HOUSING  
COMMUNITY DEVELOPMENT CORPORATION,  
A NORTH CAROLINA CORPORATION**

By: \_\_\_\_\_  
Print Name: Kristine Sullivan  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing was acknowledged before me by WHITFIELD JENKINS as President of Ocala Leased Housing Corporation, who is:

Personally known by me, OR  
 Produced a driver's license as identification.

Dated: this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission number \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing was acknowledged before me by WHITFIELD JENKINS, as President of Magnolia Walk Apartments II, Inc., a Florida corporation, who is:

Personally known by me, OR  
 Produced a driver's license as identification.

Dated: this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission number \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF North Carolina  
COUNTY OF Mecklenburg

The foregoing was acknowledged before me by Kristie Sullivan as VP for WACHOVIA AFFORDABLE HOUSING COMMUNITY DEVELOPMENT CORPORATION, A NORTH CAROLINA CORPORATION, who is:

Personally known by me, OR  
 Produced a driver's license as identification.

Dated: this 20th day of April, 2006. 2007 (OT)

Emily June Tucker  
Print Name: Emily June Tucker  
Notary Public, State of \_\_\_\_\_  
Commission number \_\_\_\_\_  
Commission expires October 18, 2010

