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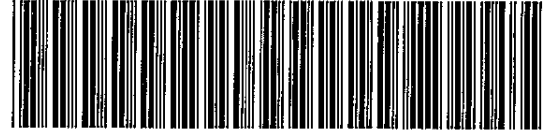
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CAPITAL CONNECTION, INC.

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Arbours at Silver Lake, Ltd.

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**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
ARBOURS AT SILVER LAKE, LTD.**

Pursuant to the provisions of Section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Department of State on October 25, 2004, adopts the following certificate of amendment to its certificate of limited partnership.

FIRST: Amendment(s): (indicate article number(s) being amended, added or deleted)

Amend Section 7 of Certificate of Limited Partnership to read July 31, 2056.

Add a Section 9 reading as follows:

9. HUD REQUIREMENTS:

So long as the Secretary of the Department of Housing and Urban Development ("Secretary") or the Secretary's successors or assigns is the insurer or holder of the note secured by the mortgage on the Arbours at Silver Lake, Project No. 067-35405 in Leesburg, Lake County, Florida (the "Project"), the following provisions required by the Department of Housing and Urban Development ("HUD required provisions") will control in the event of any conflict with any provision of the Agreement of Limited Partnership.

- a. If any of the provisions of the organizational documents conflict with the terms of the note, mortgage, security agreement or HUD Regulatory Agreement ("HUD Loan Documents"), the provisions of the HUD Loan Documents will control.
- b. No provision required by HUD to be inserted into the organizational documents may be amended without prior HUD approval, so long as HUD is the insurer or holder of the note.
- c. No provision in the organizational documents that results in any of the following will have any force or effect without the prior written consent of HUD:
 - (1) Any amendment that modifies the term of the mortgagor entity;
 - (2) Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional partner;
 - (3) Any amendment that in any way affect the note, mortgage and security agreement on the Project or the Regulatory Agreement between HUD and the mortgagor entity;
 - (4) Any amendment that would authorize any partner other than the General Partner or pre-approved Successor General Partner to bind the mortgagor entity for all matters concerning the project which require HUD's consent or approval;
 - (5) Any change in a guarantor of any obligation to the Secretary.
- d. The mortgagor entity is authorized to execute a note, mortgage and security agreement in order to secure a loan to be insured by the Secretary and to execute the Regulatory Agreement and other documents required by the Secretary in connection with the HUD insured loan.

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- e. Any incoming partner must as a condition of receiving an interest in the Partnership agree to be bound by the note, mortgage and security agreement, the Regulatory Agreement and any other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other partners.
- f. Notwithstanding any other provisions, upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to the Secretary.
- g. The partners, officers and directors and any assignee of a partner are liable in their individual capacity to HUD for:
- (1) Funds or property of the Project coming into its possession, which by the provisions of the Regulatory Agreement, the person or entity is not entitled to retain;
 - (2) Its own acts and deed, or acts and deeds of other which it has authorized, in violation of the provisions of the Regulatory Agreement;
 - (3) The acts and deeds of affiliates, as defined in the Regulatory Agreement, which the person or entity has authorized in violation of the provisions of the Regulatory Agreement; and
 - (4) As otherwise provided by law.
- h. The Partnership shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.
- i. The Partnership has designated David G. Sumrall as its official representative for all matters concerning the project which require HUD consent or approval. The signature of this person will bind the Partnership in all such matters. The Partnership may from time to time appoint a new representative to perform this function, but within 3 business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority of management of the project, the Partnership will promptly provide HUD with the name of that person and the nature of that person's management authority.
- j. The date of adoption of the foregoing amendments by a unanimous vote of the general partners was March 1, 2005.
- k. The Partnership shall not engage in any other business or activity, including the operation of any other rental project, or incur any liability or obligation not in connection with the project.

SECOND: This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

THIRD:

GENERAL PARTNER:
CAHABA VALLEY DEVELOPMENT CORPORATION

By: _____

David G. Sumrall, President