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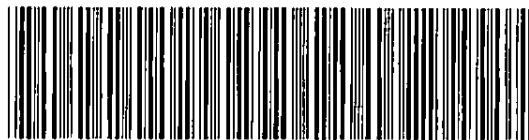
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Certified Copies _____ Certificates of Status _____

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Winter Park LP No. 6329 2-20-78
 Orange 52 yrs.
 NAME HOUSING ASSISTANCE OF MT. DORA, LTD.
 P. O. ADDRESS c/o Acquest, Ltd., 1215 Louisiana Ave.,
 CHANGE OF ADDRESS P. O. Box 1268, Winter Park, FL 32790
 CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
		\$200.00	

corp-50

L.P. #

NAME: HOUSING ASSISTANCE OF MT. DORA, LTD.
 PRINCIPAL PLACE BUSINESS: WINTER PARK, FLORIDA
 CONTRIBUTIONS: \$200.00
 TERM OF EXISTENCE: 52 yrs.
 FILED: 2-20-78

Q
4-17-78

corp-51

LP 6329

DIVISION OF CORPORATIONS

NAME Acquist, Inc.
ADDRESS P.O. Drawer 1261
CITY Winter Park STATE Fla ZIP CODE 32786
AREA CODE & PHONE NUMBER (305) 647-3631
NAME OF CORPORATION Florida Department of Mt. Dora, Ltd

AM-*****55

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<input type="checkbox"/> DOMESTIC	<input type="checkbox"/> AMENDMENT	<input type="checkbox"/> SEARCH
<input type="checkbox"/> FOREIGN	<input type="checkbox"/> DISSOLUTION	<input type="checkbox"/> MERGER
<input type="checkbox"/> PROFIT	<input type="checkbox"/> REINSTATEMENT	<input type="checkbox"/> MARK
<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> ANNUAL REPORT	<input type="checkbox"/> RESERVATION
<input checked="" type="checkbox"/> LIMITED PARTNERSHIP	<input checked="" type="checkbox"/> CERTIFICATE UNDER SEAL	<input checked="" type="checkbox"/> CERTIFIED COPY

FILED
FEB 20 4 10 PM '76
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Total Cont
\$200.00

C. TAX	_____
FILING	<u>30</u>
R. AGENT FEE	_____
C. COPY	<u>35</u>
TOTAL	<u>165</u>
N. BANK	_____
BALANCE DUE	_____
REFUND	_____

PICKED UP

LP 6329

CONDEV

February 20, 1978

Secretary of State
State of Florida
Tallahassee, Florida

Dear Sir:

Acquest, Inc., sole shareholder of Housing Assistance of Eustis, Inc. (charter number 526982) consents to the formation of the following limited partnerships with similar names:

Housing Assistance of Sebring, Ltd.
Housing Assistance of Vero Beach, Ltd.
Housing Assistance of Orange City, Ltd.
Housing Assistance of Mt. Dora, Ltd.

Acquest, Inc. is general partner of these limited partnerships and plans to either change the name of Housing Assistance of Eustis, Inc. or dissolve the corporation.

Sincerely,

ACQUEST, INC.


Robert L. Secrist, Jr. Vice President


Joseph J. Gardner Secretary



Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304

February 20, 1978

F. R. RITTER, Director
Division of Corporations
904/488-3140

BRUCE A. SMATHERS
SECRETARY OF STATE

DAVID C. MACNAMARA
ASSISTANT SECRETARY OF STATE

walk in

SUBJECT: HOUSING ASSISTANCE OF MT. DORA, LTD.

DOCUMENT NUMBER: LP #6329

This will acknowledge receipt of the following:

1. XX Check(s) totalling \$ 65.00
2. _____ Articles of Incorporation filed
3. _____ Amendments to Articles of Incorporation filed
4. _____ Articles of Merger or Consolidation filed
5. _____ Certificate of Withdrawal filed
6. XX Limited Partnership filed 2-20-78
7. _____ Limited Partnership Annual Report filed
8. _____ Trademark Application filed
9. _____ Application for qualification filed _____ . It is no longer required to issue a permit. A certificate under seal to this effect may be obtained for \$5.
10. _____ Reinstatement filed
11. _____ Articles of Dissolution filed
12. _____ OTHER:

ENCLOSED:

1. XX Certified Copy(ies). 2 (two)
2. XX Certificate(s) Under Seal.
3. _____ Photocopy(ies).
4. XX OTHER: Certificate of Authority

LIMITED PARTNERSHIP AGREEMENT

NAME OF PARTNERSHIP: Housing Assistance of Mt. Dora, Ltd.

NAME OF PROJECT: Villas of Mt. Dora

LOCATION: Mt. Dora, Florida

This Limited Partnership Agreement is made and entered into as of the day and year written below by and between ACQUEST, INC. (the "General Partner") and those persons who execute this or a counterpart of this agreement as Limited Partners (the "Limited Partners"). Each Partner shall have the percentage interest in the Partnership as is set forth opposite his name in the signature page to the Agreement executed by such partner (the "Partnership Interest").

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereby agree as follows:

ARTICLE I

SCOPE, PURPOSES AND POWERS

Section 1.01. SCOPE.

As of the date hereof the Partnership shall continue as a limited partnership pursuant to the Uniform Limited Partnership Act of Florida and the terms and conditions of this Agreement and the Certificate (hereinafter collectively referred to as the "Agreement").

Section 1.02. NAME AND ADDRESS.

The Partnership shall be conducted under the name of Housing Assistance of Mt. Dora, Ltd. The principal office and place of business of the Partnership shall be:

c/o Acquest, Inc.
1215 Louisiana Avenue
P.O. Box 1268
Winter Park, Florida 32790

or such other location as may be determined by the General Partners, upon notice to the Limited Partners.

Section 1.03. PURPOSES AND OBJECTIVES.

The purposes and objectives of the Partnership are to acquire, own, develop, construct, maintain, operate and manage primarily for families of low and moderate income, a housing project (the "Project") identified as follows:

Name: Villas of Mt. Dora
Location: Mt. Dora, Florida
Number of dwelling units: 70
Financing Program: FHA 515 RRH

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FEB 20 4 10 PM '78
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Section 1.04. POWERS.

The Partnership is empowered and authorized:

- (i) to option, purchase, or otherwise acquire any property, real or personal, in fee or under lease, and any interest therein or pertinent thereto, which may be necessary or appropriate for the accomplishment of the purposes and objectives of the Partnership;
- (ii) to develop land acquired by the Partnership with off-site and on-site improvements, and to construct, own, maintain, operate and manage the housing units and other facilities relating thereto which, together, constitute the Project;
- (iii) to assist and further the construction, rehabilitation, maintenance and management of housing primarily for low and moderate income families;
- (iv) to raise and provide such funds as may be necessary to achieve the purposes and objectives of the Partnership and to borrow funds, execute and issue mortgage notes and other evidences of indebtedness, and secure the same by mortgage, deed of trust, pledge or other lien;
- (v) to apply for and obtain from the United States of America acting through the Farmers Home Administration, United States Department of Agriculture ("FmHA") interest credit or other assistance provided by FmHA;
- (vi) to enter into an agreement with FmHA (the "Loan Agreement") governing the financing of, development, construction and operation of the Project;
- (vii) to sell, lease or otherwise dispose of the Project, or any part thereof, subject to the restrictions hereinafter contained; and
- (viii) to enter into, perform and carry out contracts, and engage in other activities, which may be necessary and proper for the protection and benefit of the Partnership and the accomplishment of its purpose and objectives.

Section 1.05. LOAN AGREEMENT.

The Loan Agreement shall be binding upon the Partnership, its successors and assigns, so long as a mortgage on the property of the Partnership, which is held by FmHA is outstanding. The Partnership shall comply in every respect with the Loan Agreement and all applicable Federal, state and local statutes and regulations including, without limitation, FmHA regulations applicable to a Limited Distribution Mortgagor. Any requirements imposed on a Limited Distribution Mortgagor by Federal law or regulations issued thereunder, and the Loan Agreement, if inconsistent with any provision of this Agreement, shall be controlling and shall govern the rights and obligations of the parties hereto.

Section 1.06. TERM.

The Partnership has commenced upon the filing of the Certificate of Limited Partnership for record in the appropriate government office and shall terminate on December 31, 2030, unless it is dissolved at an earlier date as provided in Section 7.01 hereof.

ARTICLE II

CONTRIBUTIONS AND LOANS

Section 2.01. CAPITAL CONTRIBUTIONS.

Each Limited Partner shall contribute in cash to the capital of the Partnership that amount as is set forth opposite his name on the signature page to the Agreement executed by such Limited Partner. No additional capital contribution shall be required from any Limited Partner. The General Partner shall not be personally liable for the return of the capital contribution of the Limited Partners, it being understood that any return of such contribution shall be made solely from the Partnership's assets. Acquest, Inc. shall contribute \$100 to the capital of the Partnership.

Section 2.02. CAPITAL ACCOUNTS.

(a) A capital account shall be established for each Partner. The account shall be credited with the amount of such capital contribution, with any basis adjustments under Section 5.01 (c) hereof and with that Partner's share of Partnership income, gains and profits. Each Partner's capital account shall be debited with that Partner's share of losses and distributions.

(b) Upon the transfer by any Partner of all or any part of its Percentage Interest, the proportionate amount of the capital account of the transferor shall be transferred to the transferee; provided, however, that no such transfer shall relieve the transferor of its obligation to pay into the Partnership its required capital contribution.

(c) No Partner shall have any obligation to eliminate a deficit balance from his capital account, or to bring his capital account into parity with the capital accounts of the other Partners at any time including upon dissolution and liquidation of the Partnership.

Section 2.03. RETURN OF CONTRIBUTIONS.

No Partner shall be entitled to demand the return of its capital contribution, except as provided in Sections 5.03, 5.04, 7.02 and 7.03 hereof.

Section 2.04. LOANS.

If funds in excess of the Partners' capital contributions, rental proceeds, and the proceeds of the Mortgage Loan are required by the Partnership to satisfy any obligations incurred by the Partnership nothing in this Agreement shall prevent a Partner from making secured or unsecured loans to the Partnership; provided that a Limited Partner may advance money to the Partnership only with the consent of the General Partner. The amount of any such advance shall not constitute a capital contribution or entitle the contributing Partner to any increase in his share of the distributions of the Partnership; but the amount of any such advance shall be an obligation of the Partnership to such Partner and shall be repaid to him together with such interest as may be agreed upon, except that such advances shall be payable or collectible only out of the Partnership assets and the General Partner shall not be personally obligated to repay any part thereof unless otherwise agreed by the General Partner.

ARTICLE III

RIGHTS, POWERS AND OBLIGATIONS OF GENERAL PARTNERS

Section 3.01. MANAGEMENT OF BUSINESS.

The Partnership shall be managed and its business shall be controlled solely by the General Partners, subject to the terms and conditions of this Agreement.

Section 3.02. ACTION BY GENERAL PARTNERS.

(a) The General Partners shall promptly take any and all action which may be necessary or appropriate to perfect and maintain the Partnership as a Limited Partnership under state law which will be taxable as a partnership by Federal, state and local governments, and to develop, maintain and operate the Project in accordance with the provisions of this Agreement and applicable Federal, state and local laws and regulations.

(b) The General Partners shall at all times exercise their responsibilities in a fiduciary capacity.

Section 3.03. CONTRACTS WITH AFFILIATED PERSONS.

The Partnership may acquire property or services from persons ("Affiliated persons") who are Partners or related to Partners, or who control, are controlled by, or are under common control with Partners; provided, however, that any such transaction shall be on terms reasonably competitive with those which may be obtained from unaffiliated persons and that any such transactions shall be disclosed to all Partners.

Section 3.04. OUTSIDE ACTIVITIES.

Each General Partner shall devote such time and attention to the Partnership business as may be necessary for the proper performance of its duties hereunder. It may, however, engage and hold interests in other business ventures of every kind and description for its own account including, without limitation, other low and moderate income housing projects, whether or not such business ventures are in direct or indirect competition with the Project and whether or not the Partnership also has an interest therein.

Section 3.05. LIABILITY TO PARTNERSHIP AND LIMITED PARTNERS.

No General Partner shall be liable, responsible or accountable in damages or otherwise to the Partnership or any Limited Partner for any act performed by such General Partner in good faith and reasonably believed by it to be within the scope of the authority conferred on it by this Agreement and in the best interests of the Partnership, except for acts of malfeasance, gross negligence or fraud.

Section 3.06. INDEMNIFICATION OF GENERAL PARTNERS.

Each General Partner shall be entitled to indemnity from the Partnership for any act performed by such General Partner in good

faith and reasonably believed by it to be within the scope of the authority conferred on it by this Agreement and in the best interests of the Partnership, except for acts of malfeasance, gross negligence or fraud; provided, however, that any indemnity under this Section shall be paid out of and to the extent of Partnership assets only.

Section 3.03. POWER OF ATTORNEY.

(a) Each Partner hereby irrevocably constitutes and appoints the General Partners its true and lawful attorney, in its name, place and stead, to make, execute, acknowledge and file such instruments as may be necessary to the conduct of the Partnership business including, without limitation, deeds of conveyance of real property or interests therein, but not including any amendment to the Limited Partnership Agreement or Certificate of Limited Partnership.

(b) It is expressly intended by each of the Partners that the foregoing power of attorney is coupled with an interest.

(c) The said power of attorney shall survive an assignment by any Partner of the whole or part of its Percentage Interest until such time as the assignee has been substituted as a Partner.

(d) The said power of attorney shall also, to the extent permitted by law, survive the merger, bankruptcy, receivership or dissolution of a Partner.

(e) Each Partner shall execute such instruments as the General Partners request in order to give evidence of, and to effectuate the granting of this power of attorney, whether by executing a separate counterpart hereof or otherwise.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS

Section 4.01. LIABILITY OF LIMITED PARTNERS.

No Limited Partner shall be obligated to provide any contributions to the capital of the Partnership in addition to those specified in Section 2.02 of this Agreement and no Limited Partner shall be obligated to make any loan to the Partnership. No Limited Partner shall have any personal liability with respect to the liabilities or obligations of the Partnership.

Section 4.02. RIGHTS OF LIMITED PARTNERS.

Each Limited Partner shall have the same right as a General Partner:

- (i) to have the Partnership books kept at the principal place of business of the Partnership, and to inspect and copy them at any reasonable time;
- (ii) to receive on demand true and full information of all things affecting the Partnership, and a formal account of the Partnership affairs whenever circumstances render it just and reasonable; and
- (iii) to petition a court for dissolution and winding up of the Partnership in accordance with law and the terms of this Agreement.

Section 4.03. OUTSIDE ACTIVITIES.

Each Limited Partner may engage and hold interests in business ventures of every kind and description other than the Project for its own account including, without limitation, other low and moderate income housing projects. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in such independent business ventures.

ARTICLE V

ALLOCATIONS, ELECTIONS AND DISTRIBUTIONS

Section 5.01. ALLOCATIONS.

(a) All income, gains, profits, losses, deductions and credits of the Partnership shall be allocated among the Partners in proportion to their respective Percentage Interests.

(b) In the event of a valid transfer of all or part of a Partner's Percentage Interest pursuant to Article VI hereof, all income, gains, profits, losses, deductions and credits of the Partnership, and all distributions shall be allocated between the transferor and the transferee pro rata in accordance with the number of days in the Partnership fiscal year before and after the transfer; provided, however, that nothing herein shall preclude the transferor and transferee from making, as between themselves, special provisions for extraordinary or nonrecurring allocations of income, gains, profits, losses, deductions, credits or distributions.

(c) If any Partner transfers all or part of its Percentage Interest at a profit, any basis adjustment allocable to such profit, whether made under Section 754 of the Internal Revenue Code or otherwise, shall be allocated solely to the transferee.

(d) In the event of transfers aggregating 50% or more of the total Percentage Interests in the Partnership within any period of twelve months, resulting in termination of the Partnership under Section 708 of the Internal Revenue Code, the gain or loss and depreciation with respect to the increase in the adjusted basis of the recontributed assets shall be allocated to the transferees.

Section 5.02. ELECTIONS.

(a) In the event of a transfer of all or part of a Percentage Interest, the Partnership may elect pursuant to Section 754 of the Internal Revenue Code to adjust the basis of the Partnership property.

(b) All other elections required or permitted to be made by the Partnership shall be made in accordance with the Loan Agreement, or if not therein provided for, in such manner as will, in the opinion of the General Partners, be most advantageous to the Limited Partners holding more than 50% of the aggregate Percentage Interests held by all Partners.

(c) No Partner shall take any action or refuse to take any action which would cause the Partnership to forfeit the benefits of any tax election previously made or agreed to be made.

Section 5.03. DISTRIBUTION OF SURPLUS CASH.

After the General Partners have set aside such reserves as they shall deem necessary or prudent for replacements, repairs, improvements, working capital and other expenses, liabilities and contingencies, they shall distribute Surplus Cash, within ninety days after the close of each fiscal year or at such other times as they may determine, in the following priority and to the following extent:

- (i) to the repayment, pro tanto, of outstanding loans made to the Partnership pursuant to Section 2.05 hereof; and
- (ii) to the Partners in proportion to their respective Percentage Interests, in a cumulative amount equal to the maximum annual cash distribution permitted by the Loan Agreement.

Section 5.04. DISTRIBUTION OF PROCEEDS OF REFINANCING AND SALE.

(a) The net proceeds resulting from the refinancing of any Mortgage Loan on the Project or from the sale or taking by eminent domain of all or substantially all the assets of the Partnership, or from the liquidation of the said assets prior to dissolution of the Partnership, shall be distributed and applied in the following priority and to the following extent:

- (i) to the payment of liabilities other than loans by Partners, including the costs and expenses of such refinancing, sale or liquidation;
- (ii) to the setting up of any reserves which the General Partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership, provided said reserves are paid to a bank or trust company as escrowee, to be held by the escrowee for the purpose of disbursing such reserves in payment of the aforementioned Partnership liabilities or obligations and, at the expiration of such period as the General Partners deem advisable, distributing the balance thereafter remaining in the manner hereinafter provided;
- (iii) to the repayment of loans by Partners; and
- (iv) to the Partners, in proportion to their respective Percentage Interests.

(b) In settling the accounts of the Partnership after dissolution, its assets shall be applied in the order of priority set forth in the then existing Uniform Limited Partnership Law of Florida.

Section 5.05. PROHIBITION OF DISTRIBUTIONS.

No distribution shall be made in violation of the Uniform Limited Partnership Act of Florida, or any other applicable law, the Loan Agreement, or any regulations relating to allowable distributions by Limited Distribution Mortgages.

ARTICLE VI

TRANSFER OF INTERESTS AND ADMISSION OF PARTNERS

Section 6.01. TRANSFERABILITY.

(a) The term "transfer" when used in this Agreement with respect to a Percentage Interest includes a sale, assignment, gift, exchange, transfer by operation of law, or any other disposition.

(b) The Percentage Interest of any General Partner or Limited Partner is not transferable, in whole or in part, except in accordance with the conditions and limitations set forth in Section 6.02 hereof.

(c) Upon the bankruptcy, assignment for the benefit of creditors, dissolution, death, disability or legal incapacity of a General Partner or a Limited Partner, the Percentage Interest of that Partner shall descend to and vest in its successors, trustees, receivers, assignees for the benefit of creditors, heirs, legatees or other legal representatives.

(d) The transferee of a Percentage Interest, by assignment, bequest, operation of law or otherwise, shall have only the rights, powers and privileges enumerated in Section 6.03 hereof or otherwise provided by law and may not be admitted to the Partnership as a General Partner or Limited Partner except as provided in Sections 6.04 or 6.05 hereof.

(e) In the absence of notice to the Partners of the transfer of a Percentage Interest and proof of compliance with the provisions of this Article, the Partners shall not recognize such purported transfer.

Section 6.02. RESTRICTIONS ON TRANSFERS.

(a) Except as provided in Section 6.01 (c) hereof, a transfer of a Percentage Interest may not be made without the prior written consent of the General Partners, which consent may be granted or denied in the General Partner's sole discretion.

(b) The General Partners shall not approve any transfer of a Percentage Interest unless the transferee shall have furnished the General Partners with a sworn statement that:

(i) the transferee is acquiring its Percentage Interest as a principal, for investment and not with a view to resale or distribution.

(ii) the transferee or its agent or investment advisor has, or both together have, such knowledge and experience in financial and business matters as will enable it, or its agent or investment advisor, or both, to use the information made available to it in connection with the offering of the Percentage Interest in order to evaluate the risk of the prospective investment and to make an informed investment decision with respect thereto;

- (iii) in the event the transferee has relied upon the knowledge and experience in financial and business matters of its agent or investment advisor to evaluate the risk of the prospective investment, transferee is a person who is able to bear the economic risk of the investment;
- (iv) the transferee has met such net worth and income suitability standards as have been determined by the General Partners;
- (v) the transferee has been furnished, has carefully read, and has relied solely on the information contained in, an Offering Memorandum (including all exhibits) a copy of which is annexed to the said sworn statement, and has not been furnished any other offering literature or prospectus;
- (vi) the transferee recognizes that investment in the Partnership involves certain risks and has taken full cognizance of and understands all of the risk factors related to the purchase of the Percentage Interest, including those set forth under the caption "Risk Factors" in the Offering Memorandum; and

(c) No transfer of a Percentage Interest may be made after commencement of the "original use" of the Project, within the meaning of the Internal Revenue Code and Regulations, if the Percentage Interest sought to be transferred, when added to all other Percentage Interests transferred within the period of twelve consecutive months prior thereto, equals 50% or more of the total Percentage Interests in the Partnership, or otherwise would result in the termination of the Partnership under Section 708 of the Internal Revenue Code and Regulations.

(d) No transfer of a Percentage Interest or any part thereof, which is in violation of this Article VI shall be valid or effective, and the Partnership shall not recognize the same for the purpose of receiving or being credited or debited with any share of the Partnership income, gains, profits, losses, deductions, credits and distributions.

Section 6.03. RIGHTS OF TRANSFEREE.

Unless admitted to the Partnership as a General Partner or Limited Partner in accordance with Sections 6.04 or 6.05 hereof, the transferee of a Percentage Interest, or a part thereof, shall not be entitled to any of the rights, powers, or privileges of its predecessor in interest, except that it shall be entitled to receive and be credited or debited with its proportionate share of Partnership income, gains, profits, losses, deductions, credits and distributions.

Section 6.04. ADMISSION OF GENERAL PARTNER.

A Limited Partner, or the transferee of all or part of the Percentage Interest of a General Partner or a Limited Partner, may be admitted to the Partnership as a General Partner upon furnishing to the General Partners all of the following:

- (i) the prior written approval of EmHA, where such approval is required, and the General Partners, which approval may be granted or denied in the General Partner's sole discretion;

- (ii) such financial statements, guarantees or other assurances as the General Partners may require with regard to the ability of the proposed General Partner to fulfill the financial obligations of a General Partner hereunder;
- (iii) acceptance, in form satisfactory to the General Partners, of all the terms and provisions of this Agreement and (to the extent required by FmHA) the Loan Agreement, Mortgage Note, Mortgage and other documents in connection with the Mortgage Loan, and debt service interest credit or housing assistance payments on the same terms and conditions as the other General Partners;
- (iv) a certified copy of a resolution of its Board of Directors (if it be a corporation) authorizing it to become a General Partner under the terms and conditions of this Agreement;
- (v) such other documents or instruments as may be required in order to effect its admission as a General Partner; and
- (vi) payment of such reasonable expenses as may be incurred in connection with its admission as a General Partner.

Section 6.05. ADMISSION OF LIMITED PARTNER.

A General Partner, or the transferee of all or part of the Percentage Interest of a General Partner or a Limited Partner, may be admitted to the Partnership as a Limited Partner upon furnishing to the General Partners all of the follows:

- (i) the prior written approval of FmHA, where such approval is required, and the prior written approval of the General Partners, except as provided in Section 6.01 (c), which approval may be granted or denied in the General Partner's sole discretion;
- (ii) acceptance, in form satisfactory to the General Partners, of all the terms and conditions of this Agreement and (to the extent required by FmHA) the Loan Agreement, Mortgage Note, Mortgage, and other documents required in connection with the Mortgage Loan, and debt service interest credit or housing assistance payments;
- (iii) a certified copy of a resolution of its Board of Directors (if it be a corporation) authorizing it to become a Limited Partner under the terms and conditions of this Agreement;
- (iv) a power of attorney substantially identical to that contained in Section 3.07 hereof;
- (v) such other documents or instruments as may be required in order to effect its admission as a Limited Partner; and
- (vi) payment of such reasonable expenses as may be incurred in connection with its admission as a Limited Partner.

Section 6.06. RESIGNATION OF GENERAL PARTNER.

A General Partner shall not resign without the written consent of Limited Partners owning at least fifty-one per cent (51%) in interest of the Limited Partnership.

ARTICLE VII

DISSOLUTION AND LIQUIDATION

Section 7.01. DISSOLUTION.

The Partnership shall be dissolved upon:

- (i) the expiration of its term on December 31, 2030;
- (ii) the retirement, withdrawal, bankruptcy, assignment for the benefit of creditors, dissolution, death, disability or insanity of a General Partner, or any other event which results in such person ceasing to be a General Partner, unless the remaining General Partners agree to continue the Partnership or unless all remaining members agree to continue the Partnership;
- (iii) an election to dissolve the Partnership made in writing by all Partners;
- (iv) the distribution, pursuant to Section 5.04 of this Agreement, of the proceeds of the sale, exchange or other disposition of all or substantially all of the property of the Partnership; provided, however, that if the Partnership receives a purchase money mortgage upon such sale the Partnership shall continue in existence until such mortgage is satisfied, sold or otherwise disposed of.

Section 7.02. LIQUIDATION.

Upon the dissolution of the Partnership, the General Partners (which term, for the purpose of this Article, shall include the trustees, receivers or other persons required by law to wind up the affairs of the Partnership) shall cause the cancellation of the Certificate of Limited Partnership, shall liquidate the assets of the Partnership, and shall apply and distribute the proceeds of such liquidation in the order of priority set forth in the then existing Uniform Limited Partnership Law of Florida.

Section 7.03. DISTRIBUTION IN KIND.

Notwithstanding the provisions of Section 7.02 hereof, if on dissolution of the Partnership the General Partners shall determine that an immediate sale of part or all of the Partnership's assets would be impractical or would cause undue loss to the Partners, the General Partners may, in their absolute discretion, either defer for a reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Partnership (other than those Partners) or distribute to the Partners, in lieu of cash, as tenants in common and in proportion to their respective Percentage Interests, undivided interests in such Partnership assets as the General Partners deem not suitable for liquidation. Any distributions in kind shall be subject to such conditions relating to the disposition and management thereof as the General Partners deem reasonable and equitable.

Section 7.05. FINAL STATEMENT.

As soon as practicable after the dissolution of the Partnership, a final statement of its assets and liabilities shall be prepared by the General Partners and furnished to the Partners.

ARTICLE VIII

BOOKS OF ACCOUNT AND REPORTS

Section 8.01. BOOKS OF ACCOUNT.

(a) The General Partner, at the expense of the Partnership, shall at all times keep and maintain complete and accurate books, records and accounts of the Partnership, in accordance with the standards set forth by FmHA and generally accepted accounting principles and procedures applied in a consistent manner.

(b) The said books, records and accounts shall be kept at the principal office of the Partnership. All Partners and their duly authorized representatives shall have the right to examine and make copies of the same at all reasonable times.

Section 8.02. FISCAL YEAR.

The fiscal year of the Partnership shall be the calendar year.

Section 8.03. TAX RETURNS.

The General Partner, at the expense of the Partnership, shall have prepared, timely execute and file all tax returns of the Partnership.

Section 8.04. BANK ACCOUNTS.

The funds of the Partnership shall be deposited in the name of the Partnership in such bank accounts insured by the Federal Deposit Insurance Corporation (the "FDIC").

Section 8.05. FINANCIAL REPORTS.

The General Partners shall deliver to all persons who were Partners at any time during the fiscal year such financial reports of the Partnership, including balance sheets, profit and loss statements and schedules showing distributions and allocations of Partnership income, gains, losses, deductions and credits, including without limitation annual financial statements audited and certified by an independent certified public accountant. The cost of such audit shall be a Partnership expense.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01. IDENTIFICATION OF GOVERNMENT AGENCIES, STATUTES, PROGRAMS AND FORMS.

Any reference in this Agreement, by name or number, to a government Department, agency, statute, regulation, program, or form shall include any successor or similar Department, agency, statute, regulation, program or form.

Section 9.02. ADDRESSES AND NOTICES.

The address of each Partner for all purposes shall be the address set forth on the signature page of this Agreement or such other address of which the General Partners have received written notice. Any notice, demand or request permitted to be given or made hereunder shall be in writing and shall be deemed given or made when delivered in person or when sent to such Partner at such address by first class mail or by telegram or Western Union Mailgram.

Section 9.03. TITLES AND CAPTIONS.

All article and section titles or captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and in no way define, limit, extent or describe the scope or intent of any provisions hereof.

Section 9.04. PRONOUNS AND PLURALS.

Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

Section 9.05. FURTHER ACTION.

The Parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 9.06. APPLICABLE LAW.

This Agreement shall be construed in accordance with and governed by the laws of Florida.

Section 9.07. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, successors, legal representatives and assigns.

Section 9.08. INTEGRATION.

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation or condition not expressed in this Agreement shall affect or be deemed to interpret, change or restrict the express provisions hereof.

Section 9.09. AMENDMENT.

This Agreement may be modified or amended only with the written approval of all General Partners and Limited Partners owning at least fifty-one per cent (51%) in interest of the Limited Partnership; provided, however, that no such amendment shall affect the vested rights (including, without limitation, the rights to remain as General Partner, to receive any fees payable to the General Partner for services rendered, net cash proceeds from the sale of substantially all of the property, or any substantial part thereof, of the Partnership, or the refinancing of any mortgage on the Partnership's property) or increase any of the obligations of the General Partner, without the prior consent of the General Partner; and provided, further, however, that no such amendment shall increase the liability of any Limited Partner or in any way alter the amounts of cash flow, profits and losses and net cash proceeds distributable to him hereunder, without the prior consent of such Limited Partner.

Section 9.10. CREDITORS.

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Partnership.

Section 9.11. WAIVER.

No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Partner by notice pursuant to Section 9.02 hereof may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other Partner. No waiver shall affect or alter the remainder of this Agreement but each and every covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 9.12. RIGHTS AND REMEDIES.

The rights and remedies of any of the parties hereunder shall not be mutually exclusive, and the implementation of one or more of the provisions of this Agreement shall not preclude the implementation of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for the intention by this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

Section 9.13. COUNTERPARTS.

This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the original or the same counterpart. Each party shall become bound by the Agreement immediately upon affixing its signature hereto, independently of the signature of any other party.

Section 9.14. AUTHORIZATION AND REPRESENTATIONS.

Each Partner represents to the others and to the Partnership that it has been duly authorized to execute and deliver this Limited Partnership Agreement and the Certificate of Limited Partnership through the officer signing on his behalf.

Section 9.15. WAIVER OF PARTITION.

Each Partner hereby waives any right to partition of the Partnership property.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the 20th day of Feb. , 1978. *d above 60*

<u>GENERAL PARTNER:</u>	<u>PERCENTAGE (% INTEREST)</u>	<u>CAPITAL CONTRIBUTION</u>
-------------------------	------------------------------------	---------------------------------

ACQUEST, INC.

By: *[Signature]*

VIC President

15 %

\$100.00

Attest: *[Signature]*

Secretary

LIMITED PARTNERS:

Name: *[Signature]*

Janet C. Gibson

85 %

\$100.00

Address: 1590 Highland Road

Winter Park, Florida 32789

Winter Park LP No. 6329 2-20-78
 Orange 52 yrs.
 NAME HOUSING ASSISTANCE OF MT. DORA, LTD.
 P. O. ADDRESS c/o Acquest, Ltd., 1215 Louisiana Ave.,
 CHANGE OF ADDRESS P. O. Box 1268, Winter Park, FL 32790
 CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
		\$200.00	
AMEND TO LP FILED 4-28-78			

corp-50

7-18-78

LP 6329



SWANN, SWANN AND HADDOCK, P.A.

ATTORNEYS AND COUNSELLORS AT LAW

17 SOUTH MAGNOLIA AVENUE

ORLANDO, FLORIDA 32801

TELEPHONE 423-2531

PERVIE PRICE SWANN
RICHARD ROCKWELL SWANN
EDWARD ELLIS HADDOCK, JR.
A. WAYNE NICH
BUSH A. COO

OF COURSE
JOHN B. REEDER
INTERNATIONAL LAW & TAXATION

April 27, 1978

MS 28-78 #2 42600 ***15.00
MS 28-78 #2 42500 ***15.00

Secretary of State
Corporate Division
The Capitol
Tallahassee, Florida 32304

Re: Certificate of Amendment for each of the following four Florida limited partnerships:
Housing Assistance of Sebring, Ltd.;
~~Housing Assistance of Orange City, Ltd.;~~
~~Housing Assistance of Mt. Dora, Ltd.;~~ and
Housing Assistance of Vero Beach, Ltd.

Gentlemen:

Enclosed herewith please find two counterpart original Amendment to Certificate of Limited Partnership documents for each of the four referenced limited partnerships. One copy each is for filing and the additional copy each is for returning to this office under Certificate.

Also, enclosed please find our check for \$120.00 to cover the fees in connection with this, broken down as follows:

\$15.00 each for filing
\$15.00 each for certified copy

If there are any questions with regard to the above, please do not hesitate to call the undersigned. Thank you for your attention to this matter.

Yours very truly,

EDWARD E. HADDOCK, JR.

COPY	
FILED	13
R. PRICE SWANN	
C. SWANN	13
TOTAL	20
W. PRICE	
BALANCE DUE	
REVENUE	

EBR:JRW

Enclosures

cc: Condev Properties, Inc.



Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304

BRUCE A. SMATHERS
SECRETARY OF STATE

April 28, 1978
F. R. RITTER, Director
Division of Corporations
904/488-3140

DAVID C. MACNAMARA
ASSISTANT SECRETARY OF STATE

walk in

SUBJECT: HOUSING ASSISTANCE OF MT. DORA, LTD.

DOCUMENT NUMBER: LP #6329

This will acknowledge receipt of the following:

1. xx Check(s) totalling \$ 30.00
2. _____ Articles of Incorporation filed
3. _____ Amendments to Articles of Incorporation filed
4. _____ Articles of Merger or Consolidation filed
5. _____ Certificate of Withdrawal filed
6. xx Limited Partnership filed 4-28-78; AMENDMENT
7. _____ Limited Partnership Annual Report filed
8. _____ Trademark Application filed
9. _____ Application for qualification filed _____ . It is no longer required to issue a permit. A certificate under seal to this effect may be obtained for \$5.
10. _____ Reinstatement filed
11. _____ Articles of Dissolution filed
12. _____ OTHER:

ENCLOSED:

1. xx Certified Copy(ies).
2. _____ Certificate(s) Under Seal.
3. _____ Photocopy(ies).
4. _____ OTHER:

HOUSING ASSISTANCE OF MT. DORA, LTD.

AMENDMENT TO

CERTIFICATE OF LIMITED PARTNERSHIP

Pursuant to Section 620.25 of the Florida Statutes, the undersigned General Partner, Limited Partner and Substitute Limited Partner do hereby amend the referenced Certificate of Limited Partnership by substituting the Limited Partner as set forth in those certain transfer documents attached hereto and hereby incorporated into this Certificate of Amendment.

DATED the 26th day of April, 1978.

GENERAL PARTNER:

ACQUEST, INC., a Florida corporation with its principal office located at 1215 Louisiana Avenue, Winter Park, Florida 32790

By: Robert N. Gardner
Robert N. Gardner,
President

SUBSTITUTE LIMITED PARTNER:

CONDEV PROPERTIES, INC., a Florida corporation with its principal office located at 1215 Louisiana Avenue, Winter Park, Florida 32790

By: Robert N. Gardner
Robert N. Gardner
President

LIMITED PARTNER:

Janet C. Gibson
JANET C. GIBSON
1590 Highland Road
Winter Park, Florida 32789

APR 28 11 10 AM '78
RECEIVED
Housing Assistance of Mt. Dora, Florida

TRANSFER OF LIMITED PARTNERSHIP INTEREST

The undersigned, JANET C. GIBSON, ("Assignor") does hereby sell, assign, set over and convey unto CONDEV PROPERTIES, INC., a Florida corporation, with its business office at 1215 Louisiana Avenue, Winter Park, Florida 32789, all of Assignor's eighty-five percent (85%) limited partnership interest in and to Housing Assistance of Mt. Dora, Ltd., a Florida limited partnership, which assignment is made for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor.

IN WITNESS WHEREOF, the undersigned Assignor has set her hand and seal, this 26th day of April, 1978.

ASSIGNOR:

Janet C. Gibson (SEAL)
JANET C. GIBSON

ACCEPTANCE

On behalf of the above-referenced Assignee, Robert N. Gardner, hereinafter called Affiant, being first duly sworn upon oath, deposes and says that he is the President of CONDEV PROPERTIES, INC., a Florida corporation, and he does make the following statements in his capacity as such and upon his personal knowledge in that position:

1. That Affiant has full authority to enter into this assignment and make the representations herein on behalf of Assignee.

2. That Assignee does hereby accept this assignment of limited partnership interest and agrees to be fully bound by all of the obligations, responsibilities, performance requirements and other limited partner duties under said Limited Partnership Agreement which has been reviewed on behalf of Assignee and approved.

3. That the Assignee is acquiring its Percentage Interest as a principal, for investment and not with a view to resale or distribution.

4. That the Assignee or its agent or investment advisor has, or both together have, such knowledge and experience in financial and business matters as will enable it, or its agent or investment advisor, or both, to use the information made available to it in connection with the offering of the Percentage Interest in order to evaluate the risk of the prospective investment and to make an informed investment decision with respect thereto.

5. That in the event the Assignee has relied upon the knowledge and experience in financial and business matters of its agent or investment advisor to evaluate the risk of the prospective investment, transferee is a person who is able to bear the economic risk of the investment.

6. That the Assignee has met such net worth and income suitability standards as have been determined by the General Partners.

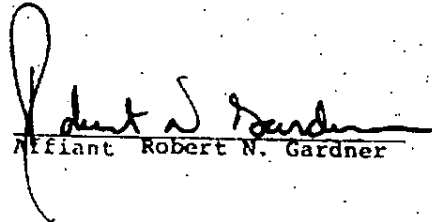
7. That the Assignee has been furnished, has carefully read, and has relied solely on the information contained in, an Offering Memorandum (including all exhibits) a copy of which is annexed to the said sworn statement, and has been furnished any other offering literature or prospectus.

8. That the Assignee recognizes that investment in the Partnership involves certain risks and has taken full cognizance of and understands all of the risk factors related to the purchase of the Percentage Interest, including those set forth

under the caption "Risk Factors" in the Offering Memorandum

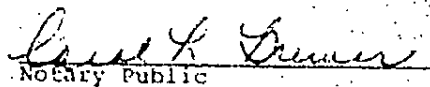
9. That attached hereto as Exhibit "A" is a certified copy of a Resolution of the Board of Directors of Condev Properties, Inc., approving this assignment and authorizing the corporation to become a limited partner under the terms and conditions of the Partnership Agreement.

10. That attached hereto as Exhibit "B" is a Power of Attorney as outlined in Section 3.103 of the Partnership Agreement.


Affiant Robert N. Gardner

STATE OF ~~FLORIDA~~
COUNTY OF ~~ORANGE~~

Sworn to and subscribed to before me by Robert N. Gardner
as President of CONDEV PROPERTIES, INC., a
Florida corporation.


Notary Public

My Commission Expires:

Notary Public, State of Florida at Large

My Commission Expires Feb. 3, 1981

Issued by American Fidelity & Guaranty Company

APPROVAL

The undersigned General Partner of the referenced limited partnership does hereby accept and approve the above-referenced assignment of limited partnership interest effective the above date of such assignment.

ACQUIST, INC., a Florida corporation

By: 
Robert N. Gardner, President

EXHIBIT "A"

CERTIFICATE OF RESOLUTION

I HEREBY CERTIFY to ACQUEST, INC., a Florida corporation,
as General Partner of the following Florida limited partner-
ships:

Housing Assistance of Sebring, Ltd.

Housing Assistance of Orange City, Ltd.

Housing Assistance of Mt. Dora, Ltd.

Housing Assistance of Vero Beach, Ltd.

that at a meeting of the Board of Directors of Condev Properties,
Inc., a corporation legally existing and duly qualified to lawfully
transact business in the State of Florida, duly called and with
a sufficient quorum, the following Resolutions were duly
adopted and are now in full force and effect:

RESOLVED, that the corporation may enter into
and execute those certain assignments, acceptances
and approvals with respect to eighty-five percent
(85%) limited partnership interest in each of
the above limited partnerships from Janet C.
Gibson. And, further, the corporation is authorized
to enter into and execute Powers of Attorney,
executed copies of which are attached hereto with
respect to each of the above Florida limited
partnerships.

RESOLVED, that Robert W. Lamoney
as ~~President~~ of this
corporation is hereby authorized to execute
on behalf of the corporation said assignment,
acceptance and approval forms as well as said
Powers of Attorney.

RESOLVED, that the Secretary of this corporation
be, and is hereby, authorized to certify to the
above limited partnerships the foregoing Resolutions
and that the provisions thereof are in conformity
with the Charter and By-Laws of the corporation.

I further certify that there is no provision in the Charter
or By-Laws of this corporation limiting the power of the Board
of Directors to pass the foregoing Resolutions and that the same
are in conformity with the provisions of said Charter and By-Laws.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary
of this corporation and affixed the corporate seal, this 26th
day of April, 1978.

(Corporate Seal)

Joseph J. Lamoney
JOSEPH J. LAMONEY, SECRETARY

EXHIBIT "B"

POWER OF ATTORNEY

The undersigned Limited Partner of Housing Assistance of Mt. Dora, Ltd., a Florida limited partnership, hereby irrevocably constitutes and appoints the General Partners its true and lawful attorney in its name, place and stead to make, execute, acknowledge and file such instruments as may be necessary to the conduct of the partnership business, including, without limitation, deeds of conveyance of real property or interests therein, but not including any amendment to the Limited Partnership Agreement or Certificate of Limited Partnership.

It is expressly intended by the undersigned Partner that the foregoing Power of Attorney is coupled with an interest.

The said Power of Attorney shall survive an assignment by the undersigned Limited Partner of the whole or part of its percentage interest until such time as the Assignee has been substituted as Partner.

The said Power of Attorney shall also, to the extent permitted by law, survive the merger, bankruptcy, receivership or dissolution of the Partner.

The undersigned Limited Partner agrees to execute such instruments as the General Partner may request in order to give evidence of and to effectuate the granting of this Power of Attorney.

Carol K. Guerin
Witness

Jeffrey B. [Signature]
Witness

CONDEV PROPERTIES, INC.

By Robert N. Gardner
Robert N. Gardner, President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Power of Attorney was acknowledged before me by Robert N. Gardner, as President of Condev Properties, Inc., a Florida limited partnership, on behalf of the corporation.

Carol K. Guerin
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 3, 1981
Printed in America For & County Offices

Winter Park LP No. 6329 2-20-78
 Orange 52 yrs.
 NAME HOUSING ASSISTANCE OF MT. DORA, LTD.
 P. O. ADDRESS c/o Acquest, Ltd., 1215 Louisiana Ave.,
 CHANGE OF ADDRESS P. O. Box 1268, Winter Park, FL 32790
 CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
		\$200.00	
		AMEND TO LP FILED 4-28-78	
		AMEND TO LP FILED 5-24-78	

corp-50

5-24-78

LP 6329

1153

Amend

SWANN, SWANN AND HADDOCK, P.A.
ATTORNEYS AND COUNSELLORS AT LAW
17 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
TELEPHONE 423-2531

PERVIZ PRICE SWANN
RICHARD ROCKWELL SWANN
EDWARD ELLIS HADDOCK, JR.
A. WAYNE RICH
BLAIR A. KOOL
PATRICIA A. BETHWILL

May 12, 1978

MAY 15-78 02 178100 ***\$15.00
MAY 15-78 02 178050 ***\$15.00

Secretary of State
Corporate Division
The Capitol
Tallahassee, Florida 32304

Re: Certificate of Amendment for the following
two Florida limited Partnerships: Housing
Assistance of Orange City, Ltd. and
Housing Assistance of Mt. Dora, Ltd.

FILED
MAY 13 3 38 AM '78
DEPT. OF REVENUE, STATE
TALLAHASSEE, FLORIDA

Gentlemen:

Enclosed herewith please find two counterpart original
amendment to Certificate of Limited Partnership documents
for each of the two referenced limited partnerships. One copy
each is for filing and the additional copy each is for re-
turning to this office under Certificate.

Also, enclosed please find our check for \$60.00 to
cover the fees in connection with this, broken down as fol-
lows:

- \$15.00 each for filing
- \$15.00 each for certified copy

If there are any questions with regard to the above,
please do not hesitate to call the undersigned. Thank you
for your attention to this matter.

Yours very truly,

Edward E. Haddock, Jr.
EDWARD E. HADDOCK, JR.

KEHJR:aw

Enclosures

cc: Condev Properties, Inc.

PRIVILEGE TAX	
DC TAX	
FILING	15
C. COPY	15
R. A. FEE	
P. COPY	
SEARCH	
TOTAL	30
BALANCE DUE	

MAY 15 3 13 PM '78



Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304

BRUCE A. SMATHERS
SECRETARY OF STATE

May 24, 1978
F. R. RITTER, Director
Division of Corporations
904/488-3140

DAVID C. MACNAMARA
ASSISTANT SECRETARY OF STATE

SWANN, SWANN AND HADDOCK, P.A.
ATTN: EDWARD E. HADDOCK, JR.
17 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

SUBJECT: HOUSING ASSISTANCE OF MT. DORA, LTD.

DOCUMENT NUMBER: LP 8329

This will acknowledge receipt of the following:

1. Check(s) totalling \$30.00
2. _____ Articles of Incorporation filed
3. _____ Amendments to Articles of Incorporation filed
4. _____ Articles of Merger or Consolidation filed
5. _____ Certificate of Withdrawal filed
6. _____ Limited Partnership filed
7. _____ Limited Partnership Annual Report filed
8. _____ Trademark Application filed
9. _____ Application for qualification filed _____ It is no longer required to issue a permit. A certificate under seal to this effect may be obtained for \$5.
10. _____ Reinstatement filed
11. _____ Articles of Dissolution filed
12. OTHER: Amendment to Limited Partnership filed 5-24-78.

ENCLOSED:

1. Certified Copy(ies).
2. _____ Certificate(s) Under Seal
3. _____ Photocopy(ies).
4. _____ OTHER:

AMENDMENT TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
HOUSING ASSISTANCE OF MOUNT DORA LIMITED

THE CERTIFICATE OF Limited Partnership of Housing Assistance of MOUNT DORA LTD. filed in the is hereby amended in its entirety to read as follows:

I. The name of the Partnership:

HOUSING ASSISTANCE OF MOUNT DORA, *Ltd.*

II. The character of the business:

The Partnership is organized to acquire, own, develop, improve, construct, maintain, operate and manage, for families of low and moderate income, land and improvements (the "Project") identified as follows:

Name: Mount Dora
Location: Eudora Road, Mount Dora
Number of Dwelling Units: 70
Financing Program: Farmers Home Administration
Section 515 Interest Credit Program

Project Number: 09-64-1354A

The location of the principal place of business:

Housing Assistance of Mount Dora Limited.
1215 Louisiana Avenue
P.O. Box Drawer 1268
Winter Park, Florida 32790

but all notices should be addressed:

c/o The National Housing Partnership
1133 15th Street, N.W.,
Washington, D.C. 20005

RECORDED
INDEXED
MAY 11 1964
FBI - MOUNT DORA

IV. The name and place of business of residence of each member; General and Limited Partners being respectively designated:

<u>General Partners</u>	<u>Address</u>
The National Housing Partnership	1133 15th St., N.W. Washington, D.C. 20005
Acquest, Inc.	

<u>Limited Partner</u>	<u>Address</u>
The National Housing Partnership	1133 15th St., N.W. Washington, D.C. 20005

V. The term for which the Partnership is to exist:

The term shall be from the date of filing of the Original Certificate of Limited Partnership until December 31, 2020, unless the Partnership is dissolved at an earlier date by of:

- (i) the retirement, withdrawal, bankruptcy, assignment for the benefit of creditors, dissolution, death, disability or insanity of a General Partner, or any other event which results in such person ceasing to be a General Partner, unless the remaining General Partners agree to continue the Partnership or unless all remaining partners agree to continue the Partnership;
- (ii) an election to dissolve the Partnership made in writing by all Partners;
- (iii) the distribution, pursuant to Section 7.04 of The Limited Partnership Agreement dated ~~1978~~, 10, 1978 (The "Partnership Agreement") attached hereto, of the proceeds, the sale, exchange or other disposition of all or substantially all of the property of the Partnership; provided, however, that if the Partnership receives a purchase money mortgage upon such sale, the partnership shall continue in existence until such mortgage is satisfied, sold or otherwise disposed of; and provided, further, however,

that if the Project is a "Qualified Housing Project" as that term is defined in Section 1039 of the Internal Revenue Code and Regulations and the sale is to the tenants or occupants thereof or to a non-profit organization formed solely for the benefit of such tenants or occupants, the Partnership shall be terminated at the expiration of the Reinvestment Period, unless the proceeds of sale has been reinvested in another Qualified Housing Project;

(iv) the election by The National Housing Partnership ("NHP") pursuant to Section 401 (iii) of the agreement dated by and among NHP, Acquest, Inc. and Condev Properties, Inc. (the "Purchase Agreement") to cause the dissolution of the Partnership; or

(v) any other event which under the laws of the State Florida would cause its dissolution.

VI. The amount of cash and a description of and the agreed value of the other property, if any, contributed by each Limited Partner:

The present Limited Partner has not contributed to the Partnership but has been assigned a pro rata portion of the capital account of its predecessor in interest.

VII. The additional contributions, if any, agreed to be made by each Limited Partner and the times at which or events on the happening of which they shall be made:

None.

VIII. The time, if agreed upon, when the contributions of each Limited Partner is to be returned:

No Partner shall be entitled to demand the return of its capital contribution except as provided in Sections 7.03, 7.04, 9.02 and 9.03 of the Partnership Agreement.

IX. The share of profits or the other compensation by way of income which each Limited Partner shall receive by reason of its contribution:

<u>Limited Partner</u>	<u>Percentage Interest</u>
The National Housing Partnership	85%

X. The right, if given, of a Limited Partner to substitute an assignee as contributor in his place, and terms and

Such right is set forth in Article VIII of the Partnership Agreement.

XI. The right, if given, of the Partners to admit additional Limited Partners:

The Partners may not admit additional Limited Partners but only substitute Limited Partners as provided in Article X hereof.

XII. The right, if given, or one or more of the Limited Partners to priority over other Limited Partners, as to contributions or as to compensation by way of income and the nature of such priority:

None.

XIII. The right, if given, of the remaining General Partner or Partners, to continue the business on the death, retirement or insanity of a General Partner:

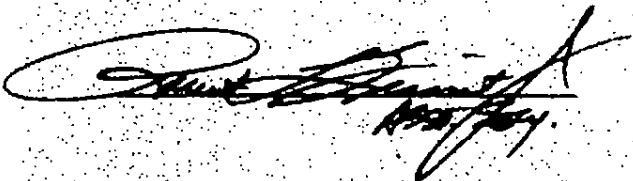
Such right is set forth in Article V(i) of the Partnership Agreement.

XIV. The right, if given, of a Limited Partner, to demand and receive property other than cash in return for his contribution:

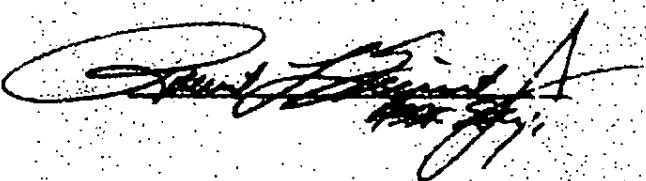
None except as provided in Section 9.03 of the Partnership Agreement.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been duly executed by the Parties as of the 10th day of MAY, 1978.

Attest:



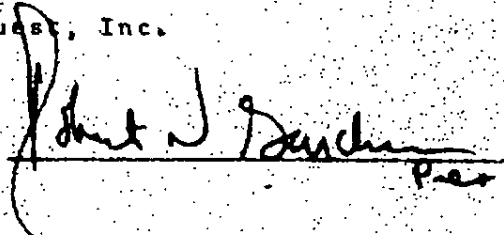
Attest:



GENERAL PARTNERS:

Acquest, Inc.

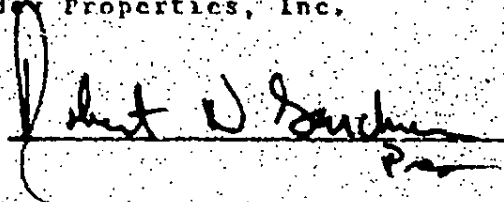
By:


Pres

WITHDRAWING LIMITED PARTNER:

Conder Properties, Inc.

By:


Pres

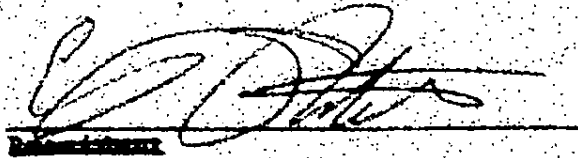
GENERAL AND LIMITED PARTNER:

THE NATIONAL HOUSING PARTNERSHIP
By National Corporation for Housing Partnerships, its sole General Partner

Attest:


Assistant Secretary

By:


Pres

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA: D.C.

On this 10th day of May, 1978, before me *Maryanne Chapp*, the undersigned officer, personally appeared *and Michael D.*, residing at *E. Thomas Shollar Dr. U.S.*, known personally to me to be the President and Secretary respectively, of National Corporation for Housing Partnerships, a District of Columbia corporation and sole General Partner of the National Housing Partnership, and who after being duly sworn, acknowledged to me that they, as such Officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Corporation by themselves as such Officers, and they know the seal of the corporation, that said seal is such corporate seal, and that it was so affixed under authority granted by the Board of Directors of said corporation and that the content of said instrument is to the best of their knowledge and belief true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Maryanne Chapp
Notary Public

My commission expires:

April 24, 1981

STATE OF FLORIDA)
COUNTY OF *Orange*) S.S.

Before me *Barbara N. Whelan*, on this day personally appeared *Robert N. Thidwell Robert Thidwell* known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the *President & Asst Secretary* of Condev Properties, Inc. *Regulated, Inc., Florida* corporations and who, after being duly sworn, acknowledged to me that he executed said instrument under authority granted him by the Board of Directors of said corporation for the purposes and consideration expressed therein and that the content of said instrument is to the best of his knowledge and belief true and correct.

GIVEN under my hand and official seal at *Orlando Florida* this *10th* day of *May*, 1978.

Barbara N. Whelan
Notary Public

My commission expires:

Notary Public, State of Florida at large
My Commission Expires Aug. 31, 1980

D
1182

Winter Park LP No. 6329

2-20-78
52 yrs.

ORANGE
NAME HOUSING ASSISTANCE OF MT. DORA, LTD.
P. O. ADDRESS c/o August, Ltd., 1215 Louisiana Ave.,
CHANGE OF ADDRESS P. O. Box 1268, Winter Park, FL 32790
CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
		\$200.00	
	AMEND TO LP FILED 4-28-78		
	AMEND TO LP FILED 5-24-78		
	AMEND TO LP FILED 12-14-78		

corp-50

Ok
12-27-78

LP 6329

NHP Real Estate Securities, Inc.
A Subsidiary of the National Corporation for Housing Partnerships



December 13, 1978

Ms. Nanette James
Secretary of State's Office
Division of Corporations
The Capitol
Tallahassee, Florida 32304

Re: Housing Assistance of Mount Dora Limited

Dear Ms. James:

It was a pleasure speaking to you on the telephone late yesterday afternoon. Enclosed for filing with the Secretary of State of the state of Florida is the Second Amendment to the Certificate of Limited Partnership of Housing Assistance of Mount Dora Limited and one copy to be certified and returned to the undersigned. Also enclosed are two checks totalling \$30.00 to cover the recording costs of said Certificate and certified copy.

As was discussed on the phone, my certificate follows the Amendment to the Certificate of Limited Partnership filed May 24, 1978. (photocopy clipped with red marker) True, this document is not entitled "First" Amendment but since mine is the "second" amendment to the certificate, I entitled mine as such. The partnership name is the same on both certificates and I have followed the previously recorded certificate to the letter.

We would appreciate it very much if you would record the Second Amendment to the Certificate of Limited Partnership of Housing Assisatnce of Mount Dora Limited and return to us the certified copy as soon as possible.

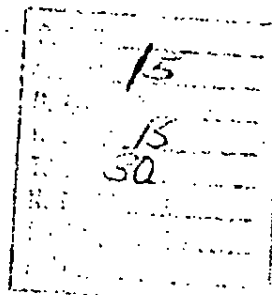
Thank you very much for your time and attention. If I can be of any further assistance, or should you have any questions concerning this recording, please feel free to contact me at 202/857-5725.

Very truly yours,

Carol J. Rosa

Carol J. Rosa
Legal Assistant

Enclosures



NHP Real Estate Securities, Inc.
Secretary of the National Conference for Housing Partnerships



November 22, 1978

Secretary of State
Corporation Division
State Capitol
Tallahassee, Florida 32304

*Needs
PO X
SP*

Re: Housing Assistance of Mount Dora Limited

Dear Clerk:

Enclosed please find an originally executed Second Amendment to the Certificate of Limited Partnership of Housing Assistance of Mount Dora Limited and one copy of this document. Also enclosed, you will find one check in the amount of twenty dollars (\$20.00) to cover the recording costs of said Certificate and certified copy of said Certificate.

The First Amendment to the Certificate of Limited Partnership of Housing Assistance of Mount Dora Limited dated May 10, 1978, was duly filed for record with the Secretary of State of the State of Florida.

We would appreciate it very much if you would record the Second Amendment to the Certificate of Limited Partnership of Housing Assistance of Mount Dora Limited and return to us the certified copy of said certificate as evidence of such filing.

Thank you very much for your assistance in this matter. If I can be of any further assistance or should you have any questions concerning this recording, please feel free to contact me at 202/857-5725.

Very truly yours,

Carol J. Rosa

Carol J. Rosa
Legal Assistant

RT

Enclosures



Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304
(904) 488-3918

December 6, 1978

SECRETARY OF STATE

NHP REAL ESTATE SECURITIES, INC.
1133 FIFTEENTH STREET N. W.
WASHINGTON, D.C. 20005

ATTN: CAROL J. ROSA,

SUBJECT: HOUSING ASSISTANCE OF MT. DORA, LTD.

CHECK ~~RECEIVED~~ RETURNED ; BALANCE DUE 30.00 ; RETURNED
PENDING FILING FEE.....\$15.00(per amendment)
CERTIFIED COPY.\$15.00(OPTIONAL)

1. _____ NAME IS NOT AVAILABLE.
2. _____ A current certified copy of your Articles of Incorporation and any amendments is required. The copy must be certified by the proper State official who has custody of the records pertaining to corporations in your State (WITHIN THE PAST NINE MONTHS).
3. _____ The certified copy must be legible. It must be a positive copy, black print with white background.
4. _____ Number(s) _____ must be completed on our attached Corp. Form 31.
5. _____ Letters "G" and "H" should be corrected as follows, "G" SHOULD BE: _____
"H" SHOULD BE: _____. Please check your calculations.
6. _____ The attached must be completed for _____
7. _____ A resolution of the Board of Directors adopting a fictitious name for the use in Florida must be submitted.
8. _____ Registered Agent must be designated. Registered Agent failed to sign.
9. _____ The attached annual report must be completed and returned.
10. _____ Section 620.02, F. S., requires that Limited Partnerships be sworn to. The words "SWEAR TO or SWORN TO" must be in the document.
11. _____ Original signatures of all partners must be obtained or we must have a copy of the power of attorney.
12. _____ The exact amount of invested capital must be listed on line 3. The report must be signed by the general partner or the preparer.
13. _____ The above limited partnership was cancelled _____, for failure to file the annual report(s) for the year(s) _____.
14. _____ To Reinstate the above L. P., 620.31, F. S., requires that all delinquent reports and fees must be filed and paid prior to the issuance of a preliminary certificate. Please complete and return the attached report(s) with the proper filing fee(s).
15. _____ We have no record of the above document(s) in our files.
16. XX OTHER: Attached are photo-copies of the amendments filed with our office. We have no record of the First Amendment. The first amendment and second amendment must be filed separately.
Please return this letter with all Correspondence to:

SECRETARY OF STATE'S OFFICE
DIVISION OF CORPORATIONS
THE CAPITOL
TALLAHASSEE, FLORIDA 32304

The name of the partnership shown in the amendments must be exactly as originally filed. If you are changing the name you must add the suffix Ltd., Limited etc.



Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304

December 20, 1978
E. R. RITTER, Director
Division of Corporations
904/488-3140

NRP REAL ESTATE SECURITIES, INC.
ATTN: CAROL J. ROSA
1133 FIFTEENTH STREET N.W.
WASHINGTON, D.C. 20005

SUBJECT: HOUSING ASSISTANCE OF NT. DORA, LTD.

DOCUMENT NUMBER: LP 6329

This will acknowledge receipt of the following:

1. Check(s) totalling \$30.00
2. Articles of Incorporation filed.
3. Amendments to Articles of Incorporation filed
4. Articles of Merger or Consolidation filed
5. Certificate of Withdrawal filed
6. Limited Partnership filed
7. Limited Partnership Annual Report filed
8. Trademark Application filed
9. Application for qualification filed. It is no longer required to issue a permit. A certificate under seal to this effect may be obtained for \$5.
10. Reinstatement filed
11. Articles of Dissolution filed
12. OTHER: Amendment to Limited Partnership filed 12/14/78.

ENCLOSED:

1. Certified Copy(ies).
2. Certificate(s) Under Seal.
3. Photocopy(ies).
4. OTHER:

The Limited Partnership Agreement and First Amendment to the Limited Partnership Agreement are attached hereto as Exhibits

SECOND AMENDMENT TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
HOUSING ASSISTANCE OF MOUNT DORA LIMITED

The Certificate of Limited Partnership as amended of May 10, 1978, and filed with the Secretary of State, State of Florida on May 24, 1978, and recorded in Book 652, Page 1401, is hereby further amended in its entirety to read as follows:

I. The name of the Partnership:

HOUSING ASSISTANCE OF MOUNT DORA, LTD.

II. The character of the business:

The Partnership is organized to acquire, own, develop, improve, construct, maintain, operate and manage, for families of low and moderate income, land and improvements (the "Project") identified as follows:

Name: Mount Dora

Location: Eudora Road, Mount Dora

Number of Dwelling Units: 70

Financing Program: Farmers Home Administration
Section 515 Interest Credit Program

Project Number: 09-64-1331449

III. The location of the principal place of business:

Housing Assistance of Mount Dora Limited
1215 Louisiana Avenue
P.O. Box Drawer 1268
Winter Park, Florida 32790

but all notices should be addressed:

c/o The National Housing Partnership
1133 15th Street, N.W.
Washington, D.C. 20005

IV. The name and place of residence of each member; General and Limited Partners being respectively designated:

General Partners:

The National Housing Partnership

Address:

1133 15th St., N.W.
Washington, D.C. 20005

Acquest, Inc.
(the "Local General Partner")

1215 Louisiana Avenue
P.O. Box Drawer 1268
Winter Park, Florida 32790

Limited Partners:

Robert K. Bass

Address:
4108 Windsor Parkway
Dallas, Texas 75205

Richard N. Close

85 Highland Circle
Wayland, Massachusetts 01778

Cashell Donahoe, Jr.

307 Buckingham
Victoria, Texas 77901

James R. Dunaway, Jr.

3717 Wren Drive
Ft. Worth, Texas 76133

Allan B. Fendrick

30 Canterbury Road
White Plains, New York 10607

Jerry L. Fitzgibbons
Stephanie S. Fitzgibbons, TIC

8029 Carrick Street
Ft. Worth, Texas 76116

Lance Stewart Gad

6 Peter Cooper Road, #8F
New York, New York 10010

Aron S. Gordon

820 Fannin
Houston, Texas 77002

Joe J. Johnson, Jr.

1232 W. Shaw
Ft. Worth, Texas 76110

Robert E. Merrill

12420 Green River Drive
Houston, Texas 77044

Irwin H. Metzger

50 Sutton Place South
New York, New York 10022

R. D. Pechero

2412 Park Circle
McAllen, Texas 78501

R. Keith Pettigrew

P. O. Box 73069
Houston, Texas 77090

Kenneth E. Reidland

1217 Iris
McAllen, Texas 78501

William P. Sage

106 Spokane
Victoria, Texas 77901

<u>Limited Partners (cont.):</u>	<u>Address:</u>
Kenneth R. Smith	3605 Plumb Houston, Texas 77005
Gloria L. Tennison	4600 Broad Street Ft. Worth, Texas 76107
Billy Dale Watkins	1004 Jousting Place Austin, Texas 78746
Boyd R. Watkins	1134 Brand Lane Stafford, Texas 77477
Harry Weiss, CP	11330 Valleydale Dallas, Texas 75230
William M. Wilkinson Jane R. Wilkinson, CP	1411 Scenic Drive, Northeast Tacoma, Washington 98422
David L. Winn	2400 N. Braeswood, #102 Houston, Texas 77030
Francis W. Winn	10214 Inwood Road Dallas, Texas 75229
Stephen T. Winn	6748 Mossvine Place Dallas, Texas 75240

V. The term for which the Partnership is to exist:

The term shall be from the date of filing of the Original Certificate of Limited Partnership until December 31, 2020, unless the Partnership is dissolved as provided in Section 9.01 of the Limited Partnership Agreement, as amended (the "Partnership Agreement") which is attached hereto.

VI. The amount of cash and a description of and the agreed value of the other property, if any, contributed by each Limited Partner:

The Limited Partners have not contributed to the Partnership but have been assigned a pro rata portion of the capital account of their predecessor in interest.

VII. The additional contributions, if any, agreed to be made by each Limited Partner and the times at which or events on the happening of which they shall be made:

None.

VIII. The time, if agreed upon, when the contributions of each

Limited Partner is to be returned:

No Partner shall be entitled to demand the return of its capital contribution except as provided in Sections 7.03, 7.04, 9.02 and 9.03 of the Partnership Agreement.

IX. The share of the profits or the other compensation by way of income

which each Limited Partner shall receive by reason of his contribution:

<u>Limited Partners</u>	<u>Percentage Interest</u>
Robert K. Bass	3.04%
Richard H. Close	3.04%
Cashell Donahoe, Jr.	3.04%
James R. Dunaway, Jr.	6.05%
Allan B. Fendrick	3.04%
Jerry L. Fitzgibbons	
Stephanie S. Fitzgibbons, LLC	3.04%
Lance Stewart Gad	3.04%
Aron S. Gordon	3.04%
Joe J. Johnson, Jr.	3.04%
Robert E. Merrill	3.04%
Irwin H. Metzger	3.04%
R. D. Pechero	3.04%
E. Keith Pettigrew	3.04%
Kenneth E. Reidland	3.04%
William P. Sage	3.04%
Kenneth R. Smith	3.04%
Gloria L. Tennison	3.04%
Billy Dale Watkins	3.04%
Boyd R. Watkins	3.04%
Harry Weiss, CP	3.04%
William M. Wilkinson	
Jane R. Wilkinson, CP	3.04%
David L. Winn	6.05%
Francis W. Winn	6.05%
Stephen T. Winn	6.05%

- X. The right, if given, of a Limited Partner to substitute an assignee as contributor in his place, and terms and conditions of the substitution:

Such right is set forth in Article VIII of the Partnership Agreement.

- XI. The right, if given, of the Partners to admit additional Limited Partners.

The Partners may not admit additional Limited Partners but only substitute Limited Partners as provided in Article X hereof.

- XII. The right, if given, of one or more of the Limited Partners to priority over other Limited Partners, as to contributions or as to compensation by way of income, and the nature of such priority.

None.

- XIII. The right, if given, of the remaining General Partner or Partners, to continue the business on the death, retirement or insanity of a General Partner:

Upon the retirement, withdrawal, bankruptcy, assignment for the benefit of creditors, dissolution, death, disability or insanity of a General Partner, or any other event which results in such person ceasing to be a General Partner, the Partnership shall be dissolved unless all the remaining General Partners agree to continue the Partnership.

- XIV. The right, if given, of a Limited Partner, to demand and receive property other than cash in return for his contribution:

None except as provided in Section 9.03 of the Partnership Agreement.

IN WITNESS WHEREOF, this Second Amendment to the Certificate of Limited Partnership of Housing Assistance of Mount Dora Limited, has been duly executed by the parties as of the day of November, 22, 1978.

GENERAL AND WITHDRAWING LIMITED PARTNER:

THE NATIONAL HOUSING PARTNERSHIP,
By NATIONAL CORPORATION FOR HOUSING
PARTNERSHIPS, its sole General Partner

Andrew L. Toff
ATTEST
Andrew L. Toff, Asst. Sec.

By:

M. J. Segal
M. J. Segal, Sr., V. Pres.

LOCAL GENERAL PARTNER:

ACQUEST, INC.

Andrew L. Toff
ATTEST
Andrew L. Toff, Asst. Sec.

By:

M. J. Segal
M. J. Segal, Sr., V. Pres.

The National Housing Partnership hereby exercises, on behalf of the Local General Partner, Acquest, Inc., the Power-of-Attorney provided for in Section 3.07 of the Limited Partnership Agreement, as amended.

LIMITED PARTNERS:

ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA: ss.

On this 17th day of October, 1978, before me, Marie Penny Ahearn, the undersigned officer, personally appeared M. J. Segal and Andrew L. Teff, known personally by me to be the Senior Vice President - Equity Sales and Assistant Secretary respectively, of The National Corporation for Housing Partnerships, a District of Columbia corporation and sole General Partner of the National Housing Partnership, as General Partner of the Partnership, and who, after being duly sworn, acknowledged to me that they, as such Officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Corporation by themselves as such officers and they know the seal of the corporation, that said seal is such corporate seal, and that it was so affixed under authority granted by the Board of Directors of said corporation and that the content of said instrument is to the best of their knowledge and belief true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Marie Penny Ahearn
NOTARY PUBLIC

My commission expires: 2/28/82

DISTRICT OF COLUMBIA

) ss:

On this the 17th day of October, 1978, before me, Marie Penny Ahearn, the undersigned officer, personally appeared, M. J. Segal known to me to be the Senior Vice President of the National Corporation for Housing Partnerships, a District of Columbia corporation and sole General Partner of the National Housing Partnership, known to me to be the person whose name is subscribed as an attorney-in-fact for:

Acquest, Inc.
1215 Louisiana Avenue
P.O. Box Drawer 1268
Winter Park, Florida 32790

The Local General Partner of Housing Assistance of Mount Dora Limited and acknowledged that he executed the same as the act of his principals for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Marie Penny Ahearn
Notary Public

My Commission Expires: 2/28/82

Name of Program: AHP-XI

Date: 11-1-78

F 3

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership:

Messing Business of Int. Dist. Ltd.

Signature(s) of Investor(s):

Robert K. Bass

(type or print) Name(s):

Robert K. Bass

Home Address:

4108 Windsor

(street)

Dallas

(city)

Texas

(state)

75205

(zip)

Acknowledgment

STATE OF Texas

COUNTY OF Dallas

} ss.

Before me, Burke A. Young
on this day appeared Robert K. Bass
known to me to be the person
whose name is subscribed to the
foregoing instrument, and who after
being duly sworn stated that the

content of said instrument is to the
best of his knowledge and belief
true and correct, and who
acknowledged that he executed the
same for the purposes and
consideration therein expressed.

Notary Seal:

GIVEN under my hand and
official seal at Dallas Texas
this 1st day of November
19 78

Notary Public

Burke A. Young

My commission expires:

January 1979

Name of Program: NHP LOCAL PARTNERSHIPS II

Date: November 7, 1997

F 6

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership:

Hawking Assistance of rate Div Ltd.

Signature(s) of Investor(s):

Richard N. Close

(type or print) Name(s):

RICHARD N. CLOSE

Home Address:

25 Pleasant Circle
(street)

Easton Massachusetts 01775
(city) (state) (zip)

Acknowledgment

STATE OF Mass

COUNTY OF Suffolk

} ss.

Before me, [Signature]
on this 10 day of November
known to me to be the person
whose name is subscribed to the
foregoing instrument, and who after
being duly sworn stated that the

content of said instrument is to the
best of his knowledge and belief
true and correct, and who
acknowledged that he executed the
same for the purposes and
consideration therein expressed.

Notary Seal:

GIVEN under my hand and
official seal at

this 10 day of November
19 97

Notary Public [Signature]

My commission expires: [Signature]

Name of Program: NHP XI

Date: Nov 2, 1978

F 3

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership:

Measuring Assistance of Inf. Dev. Ltd.

Signature(s) of Investor(s): Cashell Donnor, Jr.

(type or print) Name(s): CASHELL (NMI) DONNOR JR

Home Address: 307 BUCKINGHAM
(street)
VICTORIA TEXAS 77901
(city) (state) (zip)

Acknowledgment

STATE OF Texas
COUNTY OF Harris) ss.

Before me, SUZANNE VICK,
on this day appeared CASHELL DONNOR, JR.
known to me to be the person
whose name is subscribed to the
foregoing instrument, and who after
being duly sworn stated that the

content of said instrument is to the
best of his knowledge and belief
true and correct, and who
acknowledged that he executed the
same for the purposes and
consideration therein expressed.

Notary Seal:

GIVEN under my hand and
official seal at Houston, Texas
this 2 day of November,
19: 78.

Notary Public Suzanne Vick

My commission expires: _____

Name of Program: NHP - XI

Date: OCTOBER 30, 1978

F 3

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership:

Thomson Associates, Ltd. d/b/a Kid

Signature(s) of Investor(s):

James R. Dunaway, Jr.

(type or print) Name(s):

JAMES R. DUNAWAY, JR.

Home Address:

3717 WREN DRIVE

(street)

FT. WORTH

(city)

TEXAS

(state)

76131

(zip)

Acknowledgment

STATE OF TEXAS

COUNTY OF DALLAS

)
) SS.
)

Before me, Notary Public, on this day appeared JAMES R. DUNAWAY, JR. known to me to be the person whose name is subscribed to the foregoing instrument, and who after being duly sworn stated that the

content of said instrument is to the best of his knowledge and belief true and correct, and who acknowledged that he executed the same for the purposes and consideration therein expressed.

Notary Seal:

GIVEN under my hand and official seal at Dallas, Texas this 30th day of October, 1978.

Notary Public

[Signature]

My commission expires: June 29, 1979

Name of Program: NYS Local Partnership X1

Date: Nov 1978

F 3

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership: Housing Assistance Int. Inc Ltd

Signature(s) of Investor(s): Alan B. Fendrick

(type or print) Name(s): ALAN B. FENDRICK

Home Address: 33 CANTERBURY ROAD
(street)
WHITE PLAINS NY 10607
(city) (state) (zip)

Acknowledgment

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

Before me, Arnold Maslowitz,
on this day appeared Alan B. Fendrick
known to me to be the person
whose name is subscribed to the
foregoing instrument, and who after
being duly sworn stated that the

content of said instrument is to the
best of his knowledge and belief
true and correct, and who
acknowledged that he executed the
same for the purposes and
consideration therein expressed.

Notary Seal:

GIVEN under my hand and
official seal at New York NY
this 1st day of November
1978

Notary Public Arnold Maslowitz
ARNOLD MASLOWITZ, Notary Public
State of New York, No. 307720730
Qualified in Nassau County
Com. filed with N. Y. J. & C. Co.
Commission Expires March 30, 1980

My commission expires: _____

Name of Program: NATIONAL HOUSING PARTNERSHIP, II

Date: OCTOBER 30, 1976

F 7

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership:

Henry Assistance of Mt. Dick Ltd.

Signature(s) of Investor(s):

Henry L. Fitzgibbon
Stephanie S. Fitzgibbon

(type or print) Name(s):

HENRY L. FITZGIBBON

STEPHANIE S. FITZGIBBON

Home Address:

8039 CARRICK STREET

(street)

FOUNT WORTH,

(city)

TEXAS

(state)

75116

(zip)

Acknowledgment

STATE OF Texas

COUNTY OF TARRANT

} ss.

Before me, Henry L. Fitzgibbon
on this day appeared Stephanie S. Fitzgibbon
known to me to be the person
whose name is subscribed to the
foregoing instrument, and who after
being duly sworn stated that the

content of said instrument is to the
best of his knowledge and belief
true and correct, and who
acknowledged that he executed the
same for the purposes and
consideration therein expressed.

Notary Seal:

GIVEN under my hand and
official seal at Fort Worth, Texas
this 30th day of October,
1976.

Notary Public

Stephanie S. Fitzgibbon

My commission expires:

12/31/80

Name of Program: NHP-Local Partnerships XI

Date: 10/27/78

F 3

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership: Manhasset Assistance of Mt. Sinai Hlth.

Signature(s) of Investor(s): Lance Stewart Gad

(type or print) Name(s): Lance Stewart Gad

Home Address: 6 Peter Cooper Rd. #8F
(street)
N.Y., N.Y. 10010
(city) (state) (zip)

Acknowledgment

STATE OF NY
COUNTY OF NY } ss.

Before me, Harold M. Glickman
on this day appeared Lance Gad,
known to me to be the person
whose name is subscribed to the
foregoing instrument, and who after
being duly sworn stated that the

content of said instrument is to the
best of his knowledge and belief
true and correct, and who
acknowledged that he executed the
same for the purposes and
consideration therein expressed.

Notary Seal:

GIVEN under my hand and
official seal at NY NY
this 30 day of October
19 78.

Notary Public Harold M. Glickman

My commission expires: 3-30-79

Name of Program: NHP Local Partnerships XI

Date: November 1, 1978

F 7

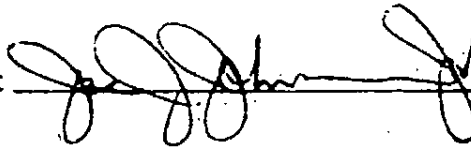
Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership:

Housing Assistance of Mt. Dora, Ltd.

Signature(s) of Investor(s):



(type or print) Name(s):

Joe J. Johnson, Jr.

Home Address: 1232 W. Shaw

(street)

Fort Worth

(city)

Texas

(state)

76110

(zip)

Acknowledgment

STATE OF TEXAS

COUNTY OF TARRANT

)
) ss.
)

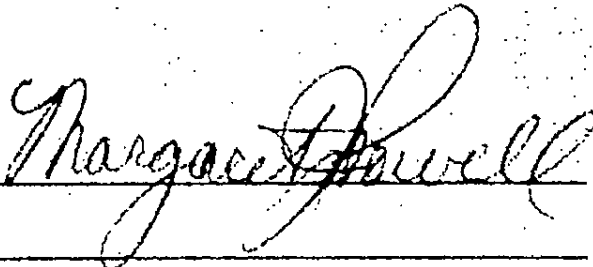
Before me, undersigned authority on this day appeared Joe J. Johnson, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and who after being duly sworn stated that the

content of said instrument is to the best of his knowledge and belief true and correct, and who acknowledged that he executed the same for the purposes and consideration therein expressed.

Notary Seal:

GIVEN under my hand and official seal at Fort Worth, Texas, this first day of November, 19 78.

Notary Public Margaret J. Powell



My commission expires: 6/30/79

Name of Program: NHP Local Partnerships NY

Date: November 1, 1978

F 7

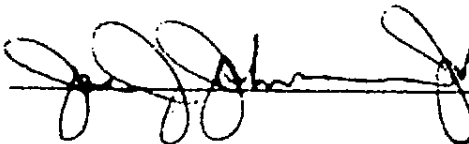
Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership:

Harvey Associates of NY, Inc. Ltd.

Signature(s) of Investor(s):



(type or print) Name(s):

Joe J. Johnson, Jr.

Home Address:

1232 W. Shaw

(street)

Fort Worth

(city)

Texas

(state)

76110

(zip)

Acknowledgment

STATE OF TEXAS

COUNTY OF TARRANT

} ss.

Before me, undersigned authority on this day appeared Joe J. Johnson, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and who after being duly sworn stated that the

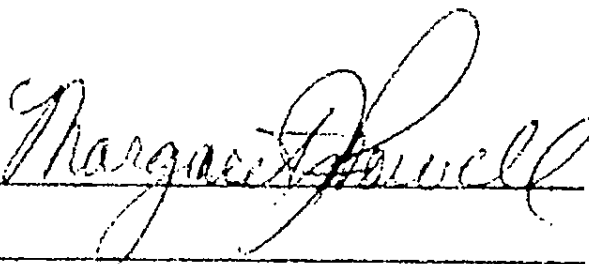
content of said instrument is to the best of his knowledge and belief true and correct, and who acknowledged that he executed the same for the purposes and consideration therein expressed.

Notary Seal:

GIVEN under my hand and official seal at Fort Worth, Texas this 11th day of November 19 78.

Notary Public

Margaret J. Powell



My commission expires:

6/30/79

Name of Program: NHP Local Partnerships XI

Date: 11/1/78

F 2

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership:

Monterey Partnerships of Oil, Gas & Prod.

Signature(s) of Investor(s):

X Robert E. Merrill

(type or print) Name(s):

Robert E. Merrill

Home Address:

12420 Green River Drive
(street)
Houston, Texas 77044
(city) (state) (zip)

Acknowledgment

STATE OF Texas
COUNTY OF Harris

} ss.

Before me, Joan Bishop McGaughey on this day appeared Robert E. Merrill known to me to be the person whose name is subscribed to the foregoing instrument, and who after being duly sworn stated that the

content of said instrument is to the best of his knowledge and belief true and correct, and who acknowledged that he executed the same for the purposes and consideration therein expressed.

Notary Seal:

GIVEN under my hand and official seal at Houston, this 1st day of November, 19 78.

Notary Public X Joan Bishop McGaughey
JOAN BISHOP MCGAUGHEY

My commission expires: 5/1/80
Notary Public in and for Harris County, Texas

Name of Applicant _____

Address _____

F

Amendment to Certificate of Limited Partnership Investor Signature Page

Investor Name _____

Investor Address _____

Investor Signature _____

Investor Name _____

Investor Address _____

Investor Signature _____

I hereby certify that the above information is true and correct to the best of my knowledge and belief.

I hereby certify that the above information is true and correct to the best of my knowledge and belief.

Signature of Investor _____

Signature of Investor _____

Investor Name _____

Investor Address _____

Name of Program: NHP 21

Date: 10/15/78

F 3

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership: Having Assistance of Not. Pub. 441

Signature(s) of Investor(s): James H. Metzger

(type or print) Name(s): TRWIN B. Metzger

Home Address: 50 Sutton Place SOUTH
(street)
N.Y., N.Y. 10022
(city) (state) (zip)

Acknowledgment

STATE OF N.Y.
COUNTY OF Westchester } ss.

Before me, Edward Flynn
on this day appeared Trwin B. Metzger
known to me to be the person
whose name is subscribed to the
foregoing instrument, and who after
being duly sworn stated that the

content of said instrument is to the
best of his knowledge and belief
true and correct, and who
acknowledged that he executed the
same for the purposes and
consideration therein expressed.

Notary Seal:

GIVEN under my hand and
official seal at N.Y.C.
this 26 day of Oct.
19 78

EDWARD FLYNN
Notary Public, State of New York
No. 65-4664053
Qualified in Westchester County
Commission Expires March 30, 1980

Notary Public Edward Flynn

My commission expires: 3-30-80

Name of Program: NHP XI

Date: 11/21/78

F 3

Amendment To Certificate of Limited Partnership Investor Signature Page

Name of Partnership: To be completed by NHP
Henry B. Wallace of Ark. Inc. Ltd.

Signature(s) of Investor(s): [Handwritten Signature]

(type or print) Name(s): Robert D. Peckham

Home Address: 2412 Park Circle
(street)
McAllen TX 78501
(city) (state) (zip)

Acknowledgment

STATE OF Texas)
COUNTY OF Harris) ss.

Before me, Larry N. Owsick, on this day appeared Robert Peckham known to me to be the person whose name is subscribed to the foregoing instrument, and who after being duly sworn stated that the

content of said instrument is to the best of his knowledge and belief true and correct, and who acknowledged that he executed the same for the purposes and consideration therein expressed.

Notary Seal:

GIVEN under my hand and official seal at 2:30 pm this 2 day of November 19 78.

Notary Public [Handwritten Signature]
LARRY N. OWSECK

My commission expires: _____
Notary Public, State of Texas

Name of Program: NHP XI

Date: 10-30-78

F 3

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership: Housing Assistance for Disabled

Signature(s) of Investor(s): E. Keith Pettigrew

(type or print) Name(s): E. Keith Pettigrew

Home Address: P. O. Box 73069
(street)
Houston, Texas 77090
(city) (state) (zip)

Acknowledgment

STATE OF Texas)
COUNTY OF Harris) ss.

Before me, Jean Bishop McLaughlin,
on this day appeared, E. Keith Pettigrew,
known to me to be the person
whose name is subscribed to the
foregoing instrument, and who after
being duly sworn stated that the

content of said instrument is to the
best of his knowledge and belief
true and correct, and who
acknowledged that he executed the
same for the purposes and
consideration therein expressed.

Notary Seal:

GIVEN under my hand and
official seal at Houston
this 30th day of October,
19 78.

Notary Public Jean Bishop McLaughlin
JEAN BISHOP MCLAUGHLIN

My commission expires: 05-03-80
Notary Public for State of Texas

Name of Program: NHP XI

Date: 11/28

F 3

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership: Housing Assistance of Mt. Dem. H.d.

Signature(s) of Investor(s): Kenneth E. Reidlaw

(type or print) Name(s): Kenneth E. Reidlaw

Home Address: 1217 Iris
(street)

McAllen TEXAS 78501
(city) (state) (zip)

Acknowledgment

STATE OF Texas)
COUNTY OF Harris) ss.

Before me, Larry N. Overton, on this day appeared Kenneth E. Reidlaw known to me to be the person whose name is subscribed to the foregoing instrument, and who after being duly sworn stated that the

content of said instrument is to the best of his knowledge and belief true and correct, and who acknowledged that he executed the same for the purposes and consideration therein expressed.

Notary Seal:

GIVEN under my hand and official seal at 2:30 pm this 1 day of November 19 78

Notary Public Larry N. Overton

My commission expires: _____

Name of Program: NHP XI

Date: Nov 2, 1978

F 5

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership:

Henry Associates of NY, Inc. Ltd.

Signature(s) of Investor(s):

8 William P. Sage

(type or print) Name(s):

WILLIAM P. SAGE

Home Address:

106 SPOKANE

(street)

VICTORIA

(city)

Tx

(state)

77901

(zip)

Acknowledgment

STATE OF

Texas

COUNTY OF

Harris

} ss.

Before me, SUZANNE YACEK
on this day appeared WILLIAM P. SAGE,
known to me to be the person
whose name is subscribed to the
foregoing instrument, and who after
being duly sworn stated that the

content of said instrument is to the
best of his knowledge and belief
true and correct, and who
acknowledged that he executed the
same for the purposes and
consideration therein expressed.

Notary Seal:

GIVEN under my hand and
official seal at Houston Texas
this 2 day of November,
1978.

Notary Public

Suzanne Yacek

My commission expires:

November 15, 1978

Name of Program NHP XI

Date: 10-30-78

F 3

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership:

Housing Assistance of Mt. View Ltd.

Signature(s) of Investor(s):

[Handwritten Signature]

(type or print) Name(s):

Kenneth R. Smith

Home Address:

3605 Plumb

(street)

Houston, Texas 77005

(city)

(state)

(zip)

Acknowledgment

STATE OF

Texas

COUNTY OF

Harris

)
) ss.
)

Before me, James Bishop W. Beasley on this day appeared Kenneth R. Smith known to me to be the person whose name is subscribed to the foregoing instrument, and who after being duly sworn stated that the

content of said instrument is to the best of his knowledge and belief true and correct, and who acknowledged that he executed the same for the purposes and consideration therein expressed.

Notary Seal:

GIVEN under my hand and official seal at Houston this 30th day of October 19 78.

Notary Public

[Handwritten Signature]

My commission expires:

10/31/80

Name of Program: NHP -- Local Partnerships XI

Date: October 31, 1978

F 6

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership:

Housing Assistance of Mt. De Lata

Signature(s) of Investor(s):

Gloria L. Tennison

(type or print) Name(s):

Gloria L. Tennison

Home Address:

4600 Broad Street

(street)

Fort Worth

(city)

Texas

(state)

76107

(zip)

Acknowledgment

STATE OF TEXAS
COUNTY OF TARRANT

}
} ss.

Before me, THE undersigned authority on this day appeared Gloria L. Tennison known to me to be the person whose name is subscribed to the foregoing instrument, and who after being duly sworn stated that the

content of said instrument is to the best of his knowledge and belief true and correct, and who acknowledged that he executed the same for the purposes and consideration therein expressed.

Notary Seal:

GIVEN under my hand and official seal at Fort Worth, Texas, this 31st day of October, 1978.

Notary Public

Margaret Powell
MARGARET J. POWELL

My commission expires:

6-30-79

Name of Program: NHP XI

Date: 10-31-78

F 3

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership: Housing Division of M.H. Dea Hfd.

Signature(s) of Investor(s): Billy Dale Watkins

(type or print) Name(s): Billy Dale Watkins

Home Address: 1004 Jousting Place
(street)
Austin, TX 78746
(city) (state) (zip)

Acknowledgment

STATE OF TEXAS)
COUNTY OF HARRIS) ss.

Before me, JOAN BISHOP MCGAUGHY content of said instrument is to the best of his knowledge and belief on this day appeared BILLY DALE WATKINS true and correct, and who known to me to be the person whose name is subscribed to the foregoing instrument, and who after being duly sworn stated that the same for the purposes and consideration therein expressed.

Notary Seal:

GIVEN under my hand and official seal at HOUSTON, this 31ST day of OCTOBER, 19 78.

Notary Public Joan Bishop McGaughey
My Commission Expires 05/03/80

Name of Program: NHP Local Partnerships XI

Date: 10/31/78

F 2

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership: Housing Assistance for the Elderly

Signature(s) of Investor(s): Boyd Ray Watkins

(type or print) Name(s): Boyd Ray Watkins

Home Address: 1134 Brand Lane
(street)
Stafford, Texas 77477
(city) (state) (zip)

Acknowledgment

STATE OF Texas)
COUNTY OF Harris) ss.

Before me, Joan Bishop McGaughey on this day appeared Boyd Ray Watkins known to me to be the person whose name is subscribed to the foregoing instrument, and who after being duly sworn stated that the

content of said instrument is to the best of his knowledge and belief true and correct, and who acknowledged that he executed the same for the purposes and consideration therein expressed.

Notary Seal:

GIVEN under my hand and official seal at Houston this 31st day of October 19 78.

Notary Public Joan Bishop McGaughey
JOAN BISHOP MCGAUGHEY
Notary Public in and for Harris County, Texas

My commission expires 8/1/80

Name of Partner:

Date:

F 3

Amendment To Certificate of Limited Partnership Investor Signature Page

Name of Partnership:

Address of Investors:

City of Investor:

Home Address:

ACKNOWLEDGMENT

STATE OF

COUNTY OF

Know all men by these presents, that I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears from the records of the office of the Secretary of State of the State of

and that the same is a true and correct copy of the original of the same as the same appears from the records of the office of the Secretary of State of the State of

Witness my hand and seal of office this day of 19

Notary Public

Notary Public

Notary Public

Name of Program: NHP XI

Date: 11/9/78

F 3

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership: Henry Assistance of Dist. Dist. Ltd

Signature(s) of Investor(s): William M. Wilkinson
Jane L. Wilkinson

(type or print) Name(s): William M. Wilkinson
Jane L. Wilkinson

Home Address: 1411 Scenic Drive N.E.
(street)
TACOMA WA 98422
(city) (state) (zip)

Acknowledgment

STATE OF Washington
COUNTY OF Pierce } ss.

Before me, Michelle V. Rowland,
on this day appeared William M. Wilkinson
known to me to be the person
whose name is subscribed to the
foregoing instrument, and who after
being duly sworn stated that the

content of said instrument is to the
best of his knowledge and belief
true and correct, and who
acknowledged that he executed the
same for the purposes and
consideration therein expressed.

Notary Seal:

GIVEN under my hand and
official seal at TACOMA WA
this 20 day of NOVEMBER
19 78

Notary Public Michelle V. Rowland

My commission expires: 3/7/79

Name of Program: NHP - XI

Date: OCTOBER 30, 1978

F 3

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership:

Heating Abstracts of Oil & Gas Inc.

Signature(s) of Investor(s):

David L. Winn

(type or print) Name(s):

DAVID L. WINN

Home Address:

2400 N. BRAESWOOD # 102
(street)
HOUSTON TEXAS 77030
(city) (state) (zip)

Acknowledgment

STATE OF TEXAS
COUNTY OF DALLAS

} ss.

Before me, a Notary Public,
on this day appeared DAVID L. WINN,
known to me to be the person
whose name is subscribed to the
foregoing instrument, and who after
being duly sworn stated that the

content of said instrument is to the
best of his knowledge and belief
true and correct, and who
acknowledged that he executed the
same for the purposes and
consideration therein expressed.

Notary Seal:

GIVEN under my hand and
official seal at Dallas, Texas
this 30th day of October,
1978.

Notary Public

David L. Winn

My commission expires:

July 29, 1979

Name of Program: NHP - VI

Date: OCTOBER 30, 1978

F 3

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership:

Housing Assistance of Mt. Dora Ltd.

Signature(s) of Investor(s):

Francis W. Winn

(type or print) Name(s):

FRANCIS W. WINN

Home Address:

10214 INWOOD ROAD

(street)

DALLAS

(city)

TEXAS

(state)

75229

(zip)

Acknowledgment

STATE OF TEXAS

COUNTY OF DALLAS

} ss.

Before me, a Notary Public, on this day appeared FRANCIS W. WINN known to me to be the person whose name is subscribed to the foregoing instrument, and who after being duly sworn stated that the

content of said instrument is to the best of his knowledge and belief true and correct, and who acknowledged that he executed the same for the purposes and consideration therein expressed.

Notary Seal:

GIVEN under my hand and official seal at Dallas, Texas, this 30th day of October, 19 78.

Notary Public

Mary D. O'Rourke

My commission expires: July 25, 1979

Name of Program: NHP - XI

Date: OCTOBER 30, 1978

F 3

Amendment To Certificate of Limited Partnership Investor Signature Page

To be completed by NHP

Name of Partnership: Keeney Assistance of Prof. Inc. Ltd.

Signature(s) of Investor(s): Stephen T. Winn

(type or print) Name(s): STEPHEN T. WINN

Home Address: 6748 MOSSYNE PLACE
(street)
DALLAS TEXAS 75240
(city) (state) (zip)

Acknowledgment

STATE OF TEXAS)
COUNTY OF DALLAS) ss.

Before me, a Notary Public
on this day appeared Stephen T. Winn
known to me to be the person
whose name is subscribed to the
foregoing instrument, and who after
being duly sworn stated that the

content of said instrument is to the
best of his knowledge and belief
true and correct, and who
acknowledged that he executed the
same for the purposes and
consideration therein expressed.

Notary Seal:

GIVEN under my hand and
official seal at Dallas, Texas
this 30th day of October
19 78

Notary Public [Signature]

My commission expires: July 25, 1979

LIMITED PARTNERSHIP AGREEMENT

NAME OF PARTNERSHIP: HOUSING ASSISTANCE OF MOUNT DORA LIMITED

NAME OF PROJECT: MOUNT DORA

LOCATION: EUDORA ROAD, MOUNT DORA

EXHIBITS:

A) Definition of a Deficit

LIMITED PARTNERSHIP AGREEMENT

NAME OF PARTNERSHIP: HOUSING ASSISTANCE OF MOUNT DORA LIMITED

NAME OF PROJECT: MOUNT DORA

LOCATION: EUDORA ROAD, MOUNT DORA, FLORIDA

TABLE OF CONTENTS

<u>Preliminary Statement</u> -----	1
<u>Article I: Scope, Purposes and Powers</u>	
Section 1.01. Scope -----	1
Section 1.02. Name and Address -----	2
Section 1.03. Purposes and Objectives -----	2
Section 1.04. Powers -----	3
Section 1.05. Loan Agreement -----	4
Section 1.06. Term -----	4
<u>Article II: Partnership Interests, Contributions and Loans</u>	
Section 2.01. Identity of Partners; Percentage Interests -----	4
Section 2.02. Capital Contributions -----	5
Section 2.03. Capital Accounts -----	7
Section 2.04. Return of Contributions -----	8
Section 2.05. Loans -----	8
<u>Article III: Rights, Powers and Obligations of General Partners.</u>	
Section 3.01. Management of Business -----	9
Section 3.02. Action by General Partners -----	9
Section 3.03. Contracts with Affiliated Persons -----	10
Section 3.04. Outside Activities -----	10
Section 3.05. Liability to Partnership and Limited Partners -----	10
Section 3.06. Indemnification of General Partners -----	10
Section 3.07. Power of Attorney -----	11
Section 3.08. Sale of Projects to Tenants; "Kollover" -----	11
Section 3.09. Sale of Projects to Persons Other than Tenants -----	12
<u>Article IV: Development Team</u>	
Section 4.01. Selection by all General Partners -----	12
Section 4.02. Payment for Services -----	13

<u>Article V: Powers and Responsibilities of Each General Partner</u>		
Section 5.01.	Decisions Requiring Concurrence of All General Partners-----	13
Section 5.02.	Functions of Local General Partner-----	14
Section 5.03.	Accounting-----	14
Section 5.04.	Insurance-----	15
Section 5.05.	Reports by Local General Partner-----	15
Section 5.06.	Compliance with Laws-----	16
Section 5.07.	Sale of NHP's Interest-----	16
Section 5.08.	Decisions Within NHP's Sole Dis- cretion-----	16
Section 5.09.	Overhead-----	18
<u>Article VI: Rights and Obligations of Limited Partners</u>		
Section 6.01.	Powers of Limited Partners-----	19
Section 6.02.	Liability of Limited Partner-----	19
Section 6.03.	Rights of Limited Partners-----	19
Section 6.04.	Outside Activities-----	19
<u>Article VII: Allocations, Elections and Distributions</u>		
Section 7.01.	Allocations-----	20
Section 7.02.	Elections-----	20
Section 7.03.	Distribution of Surplus Cash-----	21
Section 7.04.	Distribution of Proceeds of Refinancing and Sale-----	21
Section 7.05.	Prohibition of Distributions-----	22
<u>Article VIII: Transfer of Interests; Admission of Partners; Removal of Local General Partner</u>		
Section 8.01.	Transferability-----	22
Section 8.02.	Restrictions of Transfers-----	23
Section 8.03.	Rights of Transferee-----	24
Section 8.04.	Admission of General Partner-----	24
Section 8.05.	Admission of Limited Partner-----	25
Section 8.06.	Resignation of General Partner-----	26
Section 8.07.	Grounds for Removal of Local General Partner-----	26
Section 8.08.	Procedure for Removal of Local General Partner-----	27
<u>Article IX: Dissolution and Liquidation</u>		
Section 9.01.	Dissolution-----	28
Section 9.02.	Liquidation-----	29
Section 9.03.	Distribution in Kind-----	29
Section 9.04.	Approval by FMHA-----	29
Section 9.05.	Final Statement-----	30
<u>Article X: Books of Accounts and Reports</u>		
Section 10.01.	Books of Accounts-----	30
Section 10.02.	Fiscal Year-----	30

Section 10.03.	Tax Returns-----	30
Section 10.04.	Bank Accounts -----	30
Section 10.05.	Financial Reports -----	31

Article XI: General Provisions

Section 11.01.	Identification of Government Agencies, Statutes, Programs and Forms----	31
Section 11.02.	Address and Notices -----	31
Section 11.03.	Titles and Captions -----	31
Section 11.04.	Pronouns and Plurals -----	31
Section 11.05.	Further Action -----	32
Section 11.06.	Applicable Law -----	32
Section 11.07.	Integration -----	32
Section 11.08.	Trial By Jury -----	32
Section 11.09.	Amendment -----	32
Section 11.10.	Creditors -----	32
Section 11.11.	Waiver -----	32
Section 11.12.	Rights and Remedies -----	33
Section 11.13.	Separability -----	33
Section 11.14.	Counterparts -----	33
Section 11.15.	Authorization and Representation----	33
Section 11.16.	Waiver of Partition-----	34

LIMITED PARTNERSHIP AGREEMENT

THIS LIMITED PARTNERSHIP AGREEMENT is made and entered into as of the day and year written below by and between Acquest, Inc., a Florida corporation having its principal place of business at 1215 Louisiana Avenue, Winter Park, Florida 32790, the "Local General Partner", and THE NATIONAL HOUSING PARTNERSHIP ("NHP"), a District of Columbia limited partnership having its principal place of business at 1133 Fifteenth Street, Northwest, Washington, D.C. 20005, as both a General Partner and a Limited Partner.

PRELIMINARY STATEMENT

(1) On _____, the Local General Partner and _____ (the "Original Limited Partner"), organized a Limited Partnership named Housing Assistance of Mount Dora (the "Partnership") by filing in the appropriate government office a Certificate of Limited Partnership pursuant to the Uniform Limited Partnership Act of the State of Florida.

(2) Thereafter, by Agreement dated _____ (the "Purchase Agreement") NHP agreed to purchase from the Local General Partner and the Original Limited Partner (the "Sellers") a 90% interest in the Partnership, and the Local General Partner consented that NHP be admitted to the Partnership as a General Partner with a 5% interest and a Limited Partner with a 85% interest.

(3) Pursuant to the Purchase Agreement, the Parties hereto agreed to enter into and file this Limited Partnership Agreement and a Certificate of Limited Partnership conforming hereto (the "Certificate").

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereby agree as follows:

ARTICLE I

SCOPE, PURPOSES AND POWERS

Section 1.01. SCOPE.

Paragraphs (1) and (2) of the Preliminary Statement are hereby incorporated in this Agreement by reference. Any pre-

Initials:

NHP: _____

vious agreement for the formation, organization and governance of the Partnership is hereby superseded and amended by substituting the within Agreement therefor in its entirety. As of the date hereof the Partnership shall continue as a limited partnership pursuant to the Uniform Limited Partnership Act of the State Florida and the terms and conditions of this Agreement and the Certificate (hereinafter collectively referred to as the "Agreement").

Section 1.02. NAME AND ADDRESS.

The Partnership shall be conducted under the name of Housing Assistance of Mount Dora. The principal office and place of business of the Partnership shall be:

Housing Assistance of Mount Dora Limited
1215 Louisiana Avenue
P.O. Box Drawer 1268
Winter Park, Florida 32790

but all notices should be addressed to:

c/o The National Housing Partnership
1133 Fifteenth Street, N.W.
Washington, D. C. 20005
Attn: General Counsel

or such other location as may be determined by the General Partners, upon notice to the Limited Partners.

Section 1.03. PURPOSES AND OBJECTIVES.

The purposes and objectives of the Partnership are to acquire, own, develop, construct, maintain, operate and manage, primarily for families or elderly individuals of low and moderate income, a housing project (the "Project") identified as follows:

Name: Housing Assistance of Mount Dora

Location: Eudora Road, Mount Dora, Florida

Number of dwelling units: 70

Financing Program: Farmers Home Administration
Section 515 Interest Credit Program

Project Number: 09-64-1331449

Initials:

NHP: _____

Section 1.04. POWERS.

The Partnership is empowered and authorized:

- (A) to option, purchase, or otherwise acquire any property, real or personal, in fee or under lease, and any interest therein or pertinent thereto, which may be necessary or appropriate for the accomplishment of the purposes and objectives of the Partnership;
- (B) to develop land acquired by the Partnership with off-site and on-site improvements, and to construct, own, maintain, operate and manage the housing units and other facilities relating thereto which, together, constitute the Project;
- (C) to assist and further the construction, rehabilitation, maintenance and management of housing primarily for low and moderate income families, and to provide dwelling accommodations for families displaced from urban renewal areas or as a result of governmental action;
- (D) to raise and provide such funds as may be necessary to achieve the purposes and objectives of the Partnership and to borrow funds, execute and issue mortgage notes and other evidences of indebtedness, and secure the same by mortgage, deed of trust, pledge or other lien; provided, however, that the Partnership shall have no power or authority to execute a mortgage other than a non-recourse mortgage which contains exculpatory clauses to the effect that neither the Partnership nor any Partner shall have any personal liability for the mortgage debt or for any deficiency judgment which may be entered upon foreclosure of the said mortgage, and that the mortgagee shall look only to the mortgaged property for collection of any sum due under or in connection with the mortgage note;
- (E) to apply for and obtain from the United States Farmers Home Administration ("FMHA") and/or other Federal, State or local government agencies, mortgage insurance, interest subsidy, rent supplement and housing assistance payments and other assistance provided by Federal, State, and local law;
- (F) to enter into an agreement with FMHA (the "Loan Agreement") governing the operation and maintenance of the Project;

Initials

NHP: _____

- (G) to provide recreational, social, community and commercial services to or for the benefit of tenants in the Project;
- (H) to sell, lease or otherwise dispose of the Project, or any part thereof, subject to the restrictions hereinafter contained; and
- (I) to enter into, perform and carry out contracts, and engage in other activities, which may be necessary and proper for the protection and benefit of the Partnership and the accomplishment of its purpose and objectives.

Section 1.05. LOAN AGREEMENT.

The Loan Agreement shall be binding upon the Partnership, its successors and assigns, so long as a mortgage on the property of the Partnership, which is held by FMHA is outstanding. The Partnership shall comply in every respect with the Loan Agreement and all applicable Federal, State and local statutes and regulations including, without limitation, FMHA regulations applicable to a Limited Distribution Mortgagor. Any requirements imposed on a Limited Distribution Mortgagor by Federal law or regulations issued thereunder, and the Loan Agreement, if inconsistent with any provision of this Agreement, shall be controlling and shall govern the rights and obligations of the Parties hereto.

Section 1.06. TERM.

The Partnership has commenced upon the filing of the Certificate of Limited Partnership for record in the appropriate government office, as set forth in paragraph (1) of the Preliminary Statement herein, and shall terminate on December 31, 2020, unless it is dissolved at an earlier date as provided in Section 9.01 hereof.

ARTICLE II

PARTNERSHIP INTERESTS, CONTRIBUTIONS AND LOANS

Section 2.01. IDENTITY OF PARTNERS; PERCENTAGE INTERESTS.

(A) The General Partners, and their respective interests in the Partnership ("Percentage Interests") are:

Acquest, Inc. 10%
 (the "Local General Partner")

Initials:
 NRP: _____

The National Housing Partnership 5%

(B) The Limited Partners, and their respective interests in the Partnership ("Percentage Interests") are:

The National Housing Partnership..... 85%

Section 2.02. CAPITAL CONTRIBUTIONS.

(A) At or before the closing of the construction loan for the Project (the "Initial Closing"), the persons named in the original Certificate of Limited Partnership and designated in the Purchase Agreement as the Sellers shall transfer to the Partnership all their rights, title and interest in the land on which the Project is to be developed (or the option to acquire the said land), agreements with architects, contractors and others, commitments for mortgage financing, mortgage insurance, interest subsidy, housing assistance and rent supplement payments, site plans, architectural plans, specifications and working drawings, survey, engineering reports, test borings, market surveys, and other work product related to the Project. No such transfers shall increase the Percentage Interests of the transferors, who shall be compensated therefor only in the amount which FMHA permits to be paid out of the Mortgage proceeds. Land shall be purchased by the Partnership at an aggregate price not to exceed the Warranted Price of Site as specified by FMHA.

(B) At or before the Initial Closing, the persons named in the original Certificate of Limited Partnership and designated in the Purchase Agreement as the Sellers shall make capital contributions to the Partnership in an amount equal to the cash requirements necessary to effect Initial Closing and pay the premium for the Owner's Title Insurance Policy (ALTA Form B, Extended Coverage, 1970 or later revision including survey coverage) in an amount equal to the Total Replacement Cost of the Project as finally determined by FMHA.

(C) In addition to the foregoing, the Local General Partner shall pay into the Partnership, as part of its capital contribution, any and all sums in excess of the Mortgage Loan, the other capital contributions of the Partners, the rental income of the Partnership, and other receipts of the Partnership (excluding security deposits and prepaid rents) collectible prior to the later of substantial completion or receipt of certificate of occupancy for 100% of the residential units which may be necessary to:

(1) pay any General Contractor's fee;

Initials:

NHP: _____

- (2) defray any cost overruns;
- (3) complete the Project in accordance with the plans, specifications and working drawings approved by FMHA and by NHP and the Mortgagee;
- (4) acquire and install all equipment, appliances and other personal property required by FMHA and by NHP and the Mortgagee for the proper management and operation of the Project;
- (5) pay all administrative and operating costs and debt service obligations incurred prior to the later of substantial completion, or receipt of certificates of occupancy for 100% of the residential units;
- (6) pay the cost of auditing the Partnership books and records, and preparing tax returns, for periods prior to Final Closing;
- (7) make any tax, water rate and insurance payments including mortgage insurance payments when due and any escrow deposits required under the Construction Mortgage or Permanent Mortgage at or prior to Final Closing provided however that:
 - (A) the actual deposit shall not be required to be made until the earlier of Final Closing on the date payment becomes delinquent; and
 - (B) subject to the approval FMHA and to the extent permitted by local law, the Partnership shall reimburse the Local General Partner for such escrow deposits, but only to the extent of surplus cash (as defined by FMHA) generated after the later of substantial completion or receipt of certificates of occupancy for 100% of the residential units and Final Closing.
- (8) effect Final Closing;
- (9) obtain release of the entire Mortgage loan without escrow deposits or retentions for construction deficiencies or working capital deficits;
- (10) remedy any latent defects in construction which become apparent prior to final closing; and
- (11) defray any operating deficits which may be incurred prior to the later of substantial completion

Initials:

NHP: _____

or receipt of certificates of occupancy for 100% of the residential units (Operating deficits shall be computed in accordance with the provisions of Exhibit "A" - Definition of a Deficit - attached hereto and made a part hereof.

(D) In addition to the above-mentioned payments at Final Closing, the Local General Partner shall thereafter pay into the Partnership as a capital contribution any and all sums which may be necessary to remedy any latent defects in construction which become apparent prior to the final payment by NHP for its Percentage Interest pursuant to the Purchase Agreement.

(E) No payments by the Local General Partner pursuant to Subsections (C) or (D) above shall increase its Percentage Interest, or be compensated by the Partnership.

(F) For the purpose of this Agreement, the date of Final Closing shall be the latest of the following:

- (1) the date FMHA funds the full amount of the permanent mortgage loan; or
- (2) the date when all units in the Project have been accepted and approved for occupancy by the inspecting architect and by all Government agencies having jurisdiction in the premises.

(G) NHP shall receive a pro rata portion of the capital account of its predecessor in interest.

Section 2.03. CAPITAL ACCOUNTS.

(A) A capital account shall be established for each Partner. The account shall be credited with the amount of such capital contribution, with any basis adjustments under Section 7.01 (C) hereof and with that Partner's share of Partnership income, gains and profits. Each Partner's capital account shall be debited with that Partner's share of losses and distributions.

(B) Upon the transfer by any Partner of all or any part of its Percentage Interest, the proportionate amount of the capital account of the transferor shall be transferred to the transferee; provided, however, that no such transfer shall relieve the transferor of its obligation to pay into the Partnership its required capital contribution.

(C) Except as stated in Section 2.03 hereof, no Partner shall have any obligation to eliminate a deficit balance from

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his capital account, or to bring his capital account into parity with the capital accounts of the other Partners at any time, including upon dissolution and liquidation of the Partnership.

Section 2.04. RETURN OF CONTRIBUTIONS.

No Partner shall be entitled to demand the return of its capital contribution, except as provided in Sections 7.03, 7.04, 9.02 and 9.03 hereof.

Section 2.05. LOANS.

(A) The Partnership shall not borrow funds from the Partners or from any other persons (in addition to the funds borrowed from the Construction Mortgagee and Permanent Mortgagee pursuant to the respective Mortgage Notes) except as provided in this Section or with the consent of NHP.

(B) If funds in excess of the Partners' capital contributions, rental proceeds, and the proceeds of the Mortgage Loan are required by the Partnership to satisfy any obligations incurred by the Partnership (the "Required Funds"), NHP may at its option endeavor to borrow the Required Funds on the credit of the Partnership.

(C) In the event that NHP, for any reason, does not obtain such loan, NHP may give written notice to each General Partner calling upon it to lend, or cause other persons to lend, to the Partnership within ten days (the "Loan Payment Date") an amount equal to the Required Funds divided by the number of General Partners. Such loans shall be repayable on such terms as may be allowed by FHHA and in addition, as provided in Sections 7.03 and 7.04 hereof, with interest at a rate equal to four percentage points above the prime rate charged from time to time by The Chase Manhattan Bank, N. A., but in no event above the rate permitted by the usury law of the state in which the Project is located. The General Partners shall have no personal liability with respect to any such loans, and the lenders shall look only to the Partnership and its assets for repayment.

(D) In the event that a General Partner (the "Defaulting General Partner") fails to lend, or cause other persons to lend, its pro rata share of the Required Funds on or before the Loan Payment Date, any General Partner may, within ten days after the Loan Payment Date, give written notice of such default to all other General Partners, who shall then have the option to purchase the Defaulting Partner's Percentage Interest for the sum of ten dollars.

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(E) The above-mentioned option is granted to all General Partners other than the Defaulting Partner in proportion to their respective Percentage Interests, but if any General Partner does not exercise the same, then its portion of the purchase option may be exercised pro rata by the other General Partners.

(F) The Purchaser or Purchasers of the Percentage Interest of a Defaulting General Partner shall be obligated to lend, or cause other persons to lend, to the Partnership the Defaulting General Partner's proportionate share of the Required Funds, and the Defaulting General Partner shall be relieved of such obligation.

(G) The foregoing provisions are not intended to be for the benefit of any creditor or any person (other than a Partner in its capacity as a Partner) to whom any debts, liabilities or obligations are owned by, or who has any claim against, the Partnership or any of the Partners; no such creditor or other person shall obtain any right under any of the foregoing provisions or shall by reason of any such provisions make any claim against the Partnership or any of the Partners in respect of the aforesaid debts, liabilities or obligations.

(H) Nothing herein contained shall be construed to relieve the Local General Partner of its obligation to comply with the provisions of Section 2.02 hereof, or to respond in damages for its failure so to do. In the event the Local General Partner cures a default under Section 2.02 hereof by making the required capital contributions to the Partnership after the Partnership has borrowed funds for that purpose, the said capital contributions shall be used to repay the said loans.

ARTICLE III

RIGHTS, POWERS AND OBLIGATIONS OF GENERAL PARTNERS

Section 3.01. MANAGEMENT OF BUSINESS.

The Partnership shall be managed and its business shall be controlled solely by the General Partners, subject to the terms and conditions of this Agreement.

Section 3.02. ACTION BY GENERAL PARTNERS.

(A) The General Partners shall promptly take any and all action which may be necessary or appropriate to perfect and maintain the Partnership as a Limited Partnership under state law which will be taxable as a partnership by Federal, State and lo-

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NHP: _____

cal governments, and to develop, maintain and operate the Project in accordance with the provisions of this Agreement, the Loan Agreement and applicable Federal, State and local laws and regulations.

(B) The General Partners shall at all times exercise their responsibilities in a fiduciary capacity, and in a manner consistent with the objectives of NHP as set forth in Title IX of the Housing and Urban Development Act of 1968.

Section 3.03. CONTRACTS WITH AFFILIATED PERSONS.

The Partnership may acquire property or services from persons ("Affiliated Persons") who are Partners or related to Partners, or who control, are controlled by, or are under common control with Partners; provided, however, (1) that any transaction by the Partnership with Affiliated Persons shall be subject to NHP's approval, and (2) shall be on terms reasonably competitive with those which may be obtained from unaffiliated persons and that any such transactions shall be disclosed to all Partners.

Section 3.04. OUTSIDE ACTIVITIES.

Each General Partner shall devote such time and attention to the Partnership business as may be necessary for the proper performance of its duties hereunder. It may, however, engage and hold interests in other business ventures of every kind and description for its own account including, without limitation, other low and moderate income housing projects, whether or not such business ventures are in direct or indirect competition with the Project and whether or not the Partnership also has an interest therein.

Section 3.05. LIABILITY TO PARTNERSHIP AND LIMITED PARTNERS.

No General Partner shall be liable, responsible or accountable in damages or otherwise to the Partnership or any Limited Partner for any act performed by such General Partner in good faith and reasonably believed by it to be within the scope of the authority conferred on it by this Agreement and in the best interests of the Partnership, except for acts of malfeasance, gross negligence or fraud.

Section 3.06. INDEMNIFICATION OF GENERAL PARTNERS.

Each General Partner shall be entitled to indemnity from the Partnership for any act performed by such General Partner in good faith and reasonably believed by it to be within the

Initials:

NHP: _____

in the best interests of the Partnership, except for acts of malfeasance, gross negligence or fraud; provided, however, that any indemnity under this Section shall be paid out of and to the extent of Partnership assets only.

Section 3.07. POWER OF ATTORNEY.

(A) Each Partner hereby irrevocably constitutes and appoints NHP its true and lawful attorney, in its name, place and stead, to make, execute, acknowledge and file such instruments as may be necessary to the conduct of the Partnership business including, without limitation, deed of conveyance of real property or interests therein, but not including any amendments to the Limited Partnership Agreement or Certificate of Limited Partnership, except such as may be necessary to effectuate the provisions of Sections 2.05, 5.07, 8.02(D), 8.06, 8.07, and 8.08 hereof, or, in the event NHP sells all or a portion of its Partnership Interest as a limited partner in the Partnership to certain investors (the "Investors"), to effectuate the reversion to NHP, and resale by NHP, of such Partnership Interest in the event the Investors fail to make all purchase installment payments to NHP for such Partnership Interests.

(B) It is expressly intended by each of the Partners that the foregoing power of attorney is coupled with an interest.

(C) The said power of attorney shall survive an assignment by any Partner of the whole or part of its Percentage Interest until such time as the assignee has been substituted as a Partner.

(D) The said power of attorney shall also, to the extent permitted by law, survive the merger, bankruptcy, receivership or dissolution of a Partner.

(E) Each Partner shall execute such instruments as NHP may request in order to give evidence of, and to effectuate the granting of this power of attorney, whether by executing a separate counterpart hereof or otherwise.

Section 3.08. SALE OF PROJECT TO TENANTS; "ROLLOVER".

(A) In the event that the Project is a Qualified Housing Project as defined in Section 1039 of the Internal Revenue Code and Regulations, the General Partners shall cause the Partnership to sell the Project to the tenants or occupants thereof, or to a nonprofit organization formed solely for the benefit of such tenants or occupants, at such time, for such price, and upon such terms as are approved by NHP, and FHHA.

(B) In the event of such sale, the General Partners shall make reasonable efforts to cause the Partnership to reinvest the sale proceeds at reasonable terms in the construction, rehabilitation or acquisition of another socially desirable and economically viable Qualified Housing Project within the Reinvestment Period as defined in Section 1039 of the Internal Revenue Code and Regulations.

Section 3.09. SALE OF PROJECT TO PERSONS OTHER THAN TENANTS.

The General Partners shall cause the Partnership to sell the Project to a person, firm or corporation other than the tenants or occupants thereof or a nonprofit organization formed solely for the benefit of such tenants or occupants, only at such time, for such price, and upon such terms as are approved in writing by NHP and by Partners, including NHP, owning in the aggregate more than 50% of the total outstanding Percentage Interests in the Partnership.

ARTICLE IV

DEVELOPMENT TEAM

Section 4.01. SELECTION BY ALL GENERAL PARTNERS.

(A) The selection of the members of the Development Team, and the terms and conditions of their employment by the Partnership, shall be subject to the unanimous concurrence of all General Partners, except as otherwise provided herein.

(B) The following members of the Development Team have been tentatively selected, subject to the negotiation of terms and conditions acceptable to said persons and all General Partners:

- (1) Architect, design: William R. Frizzell
- (2) Architect, supervising: William R. Frizzell
- (3) Attorney for FMHA Closing: Swann, Swann & Haddock
- (4) Certified Public Accountants for FMHA cost certification: None
- (5) Independent Certified Public Accountants for the Partnership ("Auditors"): to be selected
- (6) General Contractor: Walker-Condoy, Inc.
- (7) Management Agent: NCHP

- (8) Mortgagee, construction: The American Bank of Orange City
- (9) Mortgagee, "permanent": FMHA
- (10) Title insurance company: Chicago Title Ins Co

Section 4.02. PAYMENT FOR SERVICES.

The compensation of each member of the Development Team shall not be greater than the amount allowed by FMHA to be paid therefor out of mortgage proceeds. In no event shall the Partnership pay any additional fees to Mortgagees out of cost savings or otherwise, except to the extent of funds provided for that purpose by the Local General Partner. The mortgage interest rate shall not be in excess of the highest market rate thirty days prior to Initial Closing.

ARTICLE V

POWERS AND RESPONSIBILITIES OF EACH GENERAL PARTNER

Section 5.01. DECISIONS REQUIRING CONCURRENCE OF ALL GENERAL PARTNERS.

Unless otherwise expressly provided in this Agreement, all decisions and actions with respect to the operation, control and management of the Partnership business shall require the unanimous concurrence of all General Partners including, without limitation, the following:

- (1) contracts with member of the Development Team as provided in Section 4.01 hereof;
- (2) approval of preliminary and final architectural and engineering plans, specifications and working drawings prior to filing with FMHA or any other government authority;
- (3) the amount and terms of the General Contractor's performance and payment bond, or completion assurance agreement;
- (4) the construction schedule and budget and the timetable for all expenditures prior to Final Closing;
- (5) any changes in the construction contract, drawings or specifications, or orders for extra work which alter the design concept or quality of materials

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 NHP: _____

or workmanship, or will result in any construction cost increase in excess of \$1,000 or a cumulative construction cost decrease in excess of \$10,000; provided, however, that if NHP does not reject such proposed changes within seven working days after receipt of the request for NHP's approval thereof, they shall be deemed to have been approved;

- (6) the form and content of the nonrecourse Note and Mortgage, Loan Agreement, Letters of Credit and other Initial Closing documents;
- (7) the form and content of the Owner's Title Insurance Policy and all other Final Closing documents;
- (8) any request for reduction of the retention funds withheld pursuant to the construction Contract;
- (9) the use of working capital funds;
- (10) any borrowing on the credit of the Partnership;
- (11) the admission of General and Limited Partners;
- (12) the Partnership's Federal, state and local tax returns; and
- (13) any change in the location of the Partnership office.

Section 5.02. FUNCTIONS OF LOCAL GENERAL PARTNER.

(A) The Local General Partner shall have responsibility for, and control over, the ordinary and usual day-to-day management and operation of the Partnership business and implementation of policy decisions made by all General Partners; provided, however, that the Local General Partner shall commit or disburse Partnership funds only in accordance with the budget approved by all General Partners.

(B) The Local General Partner shall be responsible for maintaining constructive and amicable relationships with members of the Development Team, FHWA, other Government agencies having jurisdiction over the Project, representatives of the community in which the Project is located, and residents of the Project.

Section 5.03. ACCOUNTING.

The Local General Partner shall cause the Partnership to conform its accounting procedures and reporting timetables to

the requirements of FISA and NIP to provide the City with the necessary information for the Federal Control Panel for Special Housing Programs (the "Insurance Manual") as it may be amended from time to time.

Section 5.74. INSURANCE.

(A) The Local General Partner shall cause the Partnership to obtain and keep in force such insurance, in such amounts, and such terms, and with such entities, as will protect the Partnership and its property with the broadest coverage at the lowest cost, in accordance with the Insurance Section of the Accounting Manual as it may be amended from time to time.

(B) Each Partner shall be liable to the Partnership for any fidelity loss caused by the employees of that Partner.

Section 5.05. REPORTS BY LOCAL GENERAL PARTNER.

(A) The Local General Partner shall give NHP at least ten days prior notice of the dates set for Initial Closing and Final Closing.

(B) The Local General Partner shall promptly furnish NHP with copies of all:

- (1) architectural reports;
- (2) construction change orders;
- (3) FHHA (Interest Credit Agreement);
- (4) advances pursuant to Building Loan Agreement;
- (5) Permission to Occupy; and

(C) The Local General Partner shall submit written reports to NHP, at such times as NHP may require, with respect to the progress of development, construction and rent-up of the Project.

(D) The Local General Partner shall promptly notify NHP of any:

- (1) notice of default under the Mortgage, breach of the Loan Agreement, non-payment of taxes, filing of liens against the Project, noncompliance with any Federal, State or local law, ordinance or regulation, commencement of any lawsuit against the Partnership, cancellation or non-renewal of

any insurance policy, or any other circumstance which may cause the capital or operating budget to be exceeded, either in amount or time, or may otherwise adversely affect the business of the Partnership or the interests of the Partners;

- (2) potential or actual construction delay, whether caused by labor disputes, late delivery or materials, defective materials, equipment or workmanship; weather, fire, vandalism, acts of God or otherwise; such notice shall state the cause of the delay, the estimated duration and the cost consequences; and
- (3) any substantial change in the organization, ownership, management or financial condition of the Local General Partner.

Section 5.06. COMPLIANCE WITH LAWS.

(A) The Local General Partner shall take all necessary steps to effect compliance by the Partnership with the Contract Work Hours and Safety Standards Act, the Occupational Safety and Health Act and other applicable Federal, State and local laws and ordinances, and regulations thereunder.

(B) The Local General Partner hereby agrees prior to Final Closing to indemnify and hold harmless the Partnership and NHP with respect to any losses which may be incurred by the Partnership or NHP, and any fines or penalties which may be imposed upon them, by reason of any alleged noncompliance with any of the statutes, ordinances or regulations described in the foregoing paragraph.

Section 5.07. SALE OF NHP'S INTEREST.

The Local General Partner shall assist and cooperate with NHP if and when NHP determines to sell a portion of its interest in the Partnership to the Investors and the Local General Partner hereby agrees to grant NHP a Power of Attorney, as provided in Section 3.07(A) hereof, to effectuate such sale; provided, however, that such Power of Attorney shall terminate upon the initial sale by NHP of its Partnership interest to the Investors.

Section 5.08. DECISIONS WITHIN NHP'S SOLE DISCRETION.

(A) If at any time NHP determines, in its sole discretion, that the books of account of the Partnership are not being maintained in accordance with the Accounting Manual, or that the reporting timetables prescribed in the Accounting Manual have not

been met or are not likely to be met, NHP may, at the expense of the Partnership, cause such functions to be performed by other persons selected by NHP, including NHP's own personnel.

(B) If at any time NHP determines, in its sole discretion that the Partnership Auditors have not complied with the provisions of the Accounting Manual relating to the auditing of the Partnership's financial statements or the preparation of the Partnership's income tax returns, NHP may cause the Partnership to replace such Auditors without the concurrence of the Local General Partner.

(C) If at any time NHP determines, in its sole discretion, that the Partnership and its property are inadequately insured, or if any insurance policy is cancelled or is not renewed within thirty days prior to its expiration, or if NHP can obtain adequate insurance through its blanket policy at a more favorable premium, NHP may obtain, at the expense of the Partnership, such insurance coverage as NHP deems appropriate, and may cause the Partnership to replace the Partnership's Insurance Agent, without the concurrence of the Local General Partner.

(D) If at any time NHP, in its sole discretion, desires to replace the Management Agent for any reason whatsoever, NHP may, without the concurrence of the Local General Partner, take such actions as are permitted in the contract between the Partnership and the Management Agent to terminate the same and NHP may, without the concurrence of the Local General Partner, cause the Partnership to engage a new Management Agent.

(E) NHP shall have the sole right, without the concurrence of the Local General Partner, to make all decisions and take all actions on behalf of the Partnership with respect to:

- (1) increasing the principal amount of the Mortgage Loan above the sum set forth in the FMHA commitment, or otherwise refinancing or modifying the Mortgage Loan;
- (2) applying to the mortgagee and FMHA for a deferment or waiver of mortgage amortization or interest, or deposits to the Replacement Reserve Account;
- (3) applying to FMHA for permission to increase rents;
- (4) applying to FMHA for permission to place upon individual tenants the obligation to pay for their own consumption of utilities;

- (5) determining the amount and timing of distributions to Partners;
- (6) making elections under the Internal Revenue Code and state and local tax laws;
- (7) the capital and operating budgets;
- (8) all rental and property management policies, including the form and content of leases for both residential and commercial space and all advertising, publicity, display and promotion material;
- (9) leases of any commercial space in the Project (including but not limited to laundry areas, day care centers, stores and offices) and licenses or other contracts with coin-operated machine and other concessionaires;
- (10) any obligations or expenditures outside the capital or operating budget.

(F) If, at any time, construction of the Project is not progressing to NHP's satisfaction, NHP shall have the authority, in its sole discretion, to determine the number and identity of the persons authorized to make withdrawals from the Partnership bank accounts, and the Local General Partner hereby irrevocably constitutes and appoints NHP its true and lawful attorney, in its place and stead, to execute any and all signature cards and other documents necessary to exercise the foregoing authority.

(G) At the request of NHP, the Local General Partner shall cause a sign or signs to be erected at the Project during construction identifying NHP as a participant in the development of the Project. The size, design, lighting and wording of such sign or signs shall be determined by NHP.

(H) In the event that NHP determines in its sole discretion that Final Closing has been unreasonably delayed NHP, upon ten days' written notice to the Local General Partner, may take whatever steps may be necessary to effect Final Closing, and the General Partners other than NHP hereby irrevocably constitute and appoint NHP their true and lawful attorney, in their place and stead, to execute any and all documents and take any and all other actions which may be necessary and proper to exercise the foregoing authority.

Section 5.09. OVERHEAD.

No part of the office overhead or administrative expenses of any General Partner shall be deemed an expense of the Partnership.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS

Section 6.01. POWERS OF LIMITED PARTNERS

No Limited Partner shall have any power or authority to, or responsibility for the conduct of the business or management of the affairs of the Partnership.

Section 6.02. LIABILITY OF LIMITED PARTNERS.

No Limited Partner shall be obligated to provide any contributions to the capital of the Partnership in addition to those specified in Section 2.02 of this Agreement and no Limited Partner shall be obligated to make any loan to the Partnership. No Limited Partner shall have any personal liability with respect to the liabilities or obligations of the Partnership.

Section 6.03. RIGHTS OF LIMITED PARTNERS.

Each Limited Partner shall have the same right as a General Partner:

- (1) to have the Partnership books kept at the principal place of business of the Partnership, and to inspect and copy them at any reasonable time;
- (2) to receive on demand true and full information of all things affecting the Partnership, and a formal account of the Partnership affairs whenever circumstances render it just and reasonable; and
- (3) to petition a court for dissolution and winding up of the Partnership in accordance with law and the terms of this Agreement.

Section 6.04. OUTSIDE ACTIVITIES.

Each Limited Partner may engage and hold interests in business ventures of every kind and description other than the Project for its own account including, without limitation, other low and moderate income housing projects. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in such independent business ventures.

ARTICLE VII

ALLOCATIONS, ELECTIONS AND DISTRIBUTIONS

Section 7.01. ALLOCATIONS.

(A) All income, gains, profits, losses, deductions and credits of the Partnership shall be allocated among the Partners in proportion to their respective Percentage Interests.

(B) In the event of a valid transfer of all or part of a Partner's Percentage Interest pursuant to Article VIII hereof, all income, gains, profits, losses, deductions and credits of the Partnership, and all distributions shall be allocated between the transferor and the transferee pro rata in accordance with the number of days in the Partnership fiscal year before and after the transfer; provided, however, that nothing herein shall preclude the transferor and transferee from making, as between themselves, special provisions for extraordinary or nonrecurring allocations of income, gains, profits, losses, deductions, credits or distributions.

(C) If any Partner transfers all or part of its Percentage Interest at a profit, any basis adjustment allocable to such profit, whether made under Section 754 of the Internal Revenue Code or otherwise, shall be allocated solely to the transferee. Where such transfer is made prior to completion of the Project and determination of the total cost (tax basis) of the transferee's allocable share of Partnership assets transferred, such determination shall not take into account costs associated with the management and operation of the project.

(D) In the event that transfers aggregating 50% or more of the total Percentage Interests in the Partnership within any period of twelve months, result in termination of the Partnership under Section 708 of the Internal Revenue Code, the gain or loss and depreciation with respect to the increase in the adjusted basis of the recontributed assets shall be allocated to the transferees.

Section 7.02. ELECTIONS.

(A) In the event of a transfer of all or part of a Percentage Interest, the Partnership shall elect pursuant to Section 754 of the Internal Revenue Code to adjust the basis of the Partnership property.

(B) All other elections required or permitted to be made by the Partnership shall be made in accordance with the Accounting Manual, or if not therein provided for, in such manner as will, in the opinion of the Partnership's Auditors, be most advantageous to the Limited Partners holding more than 50% of the aggregate Percentage Interests held by all Partners.

Section 1015B. (b) (1) If the partnership is a partnership for federal income tax purposes, the partnership shall be treated as a partnership for purposes of this section.

(2) If the partnership is not a partnership for federal income tax purposes, the partnership shall be treated as a partnership for purposes of this section if the partnership is a partnership for state income tax purposes.

(3) If the partnership is a partnership for state income tax purposes, the partnership shall be treated as a partnership for purposes of this section if the partnership is a partnership for federal income tax purposes.

Section 1015C. (a) (1) If the partnership is a partnership for federal income tax purposes, the partnership shall be treated as a partnership for purposes of this section.

(2) If the partnership is not a partnership for federal income tax purposes, the partnership shall be treated as a partnership for purposes of this section if the partnership is a partnership for state income tax purposes.

- (1) If the partnership is a partnership for federal income tax purposes, the partnership shall be treated as a partnership for purposes of this section.
- (2) If the partnership is not a partnership for federal income tax purposes, the partnership shall be treated as a partnership for purposes of this section if the partnership is a partnership for state income tax purposes.

(C) No Partner shall take any action or refuse to take any action which would cause the Partnership to forfeit the benefits of any tax election previously made or agreed to be made.

Section 7.03. DISTRIBUTION OF SURPLUS CASH.

After the General Partners have set aside such reserves as they shall deem necessary or prudent for replacements, repairs, improvements, working capital and other expenses, liabilities and contingencies, they shall distribute Surplus Cash (as that term is defined in the Loan Agreement), within ninety days after the close of each fiscal year or at such other times as they may determine, in the following priority and to the following extent:

- (1) to the repayment, pro tanto, of outstanding loans made to the Partnership pursuant to Section 2.05 hereof; and
- (2) to the Partners in proportion to their respective Percentage Interests, in a cumulative amount equal to the maximum annual cash distribution permitted by FMHA.

Section 7.04. DISTRIBUTION OF PROCEEDS OF REFINANCING AND SALE.

(A) The net proceeds resulting from the refinancing of any Mortgage Loan on the Project or from the sale or taking by eminent domain of all or substantially all the assets of the Partnership, or from the liquidation of the said assets prior to dissolution of the Partnership, shall be distributed and applied in the following priority and to the following extent: (unless the proceeds are reinvested in another Qualified Housing Project within the Reinvestment Period as provided in Section 3.08 hereof).

- (1) to the payment of liabilities other than loans by Partners, including the costs and expenses of such refinancing, sale or liquidation;
- (2) to the setting up of any reserves which NHP may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership, provided said reserves are paid to a bank or trust company as escrowee, to be held by the escrowee for the purpose of disbursing such reserve, in payment of the aforementioned Partnership liabilities or obligations and, at

the expiration of such period as NHP deems advisable, distributing the balance thereafter remaining in the manner hereinafter provided;

(3) to the repayment of loans by Partners; and

(4) to the Partners, in proportion to their respective Percentage Interests.

(E) In settling the accounts of the Partnership after dissolution, its assets shall be applied in the order of priority set forth in the then existing Uniform Limited Partnership Law of the state in which the Project is located.

Section 7.05. PROHIBITION OF DISTRIBUTIONS.

No distribution shall be made in violation of any applicable law, the Regulatory Agreement, or any regulations relating to allowable distributions by Limited Distribution Mortgageors.

ARTICLE VIII

TRANSFER OF INTERESTS: ADMISSION OF PARTNERS:

REMOVAL OF LOCAL GENERAL PARTNER

Section 8.01. TRANSFERABILITY.

(A) The term "transfer" when used in this Agreement with respect to a Percentage Interest includes a sale, assignment, gift, exchange, transfer by operation of law, or any other disposition.

(B) The Percentage Interest of any General Partner or Limited Partner is not transferable, in whole or in part, except in accordance with the conditions and limitations set forth in Section 8.02 hereof.

(C) Upon the bankruptcy, assignment for the benefit of creditors, dissolution, death, disability or legal incapacity of a General Partner or a Limited Partner, the Percentage Interest of that Partner shall descend to and vest in its successors, trustees, receivers, assignees for the benefit of creditors, heirs, legatees or other legal representatives.

(D) The transferee of a Percentage Interest, by assignment, bequest, operation of law or otherwise, shall have only the rights, powers and privileges enumerated in Section 8.03 hereof or otherwise provided by law and may not be admitted to the Partnership as a General Partner or Limited Partner except as provided in Sections 8.04 or 8.05 hereof.

(E) In the absence of notice to the Partners of the transfer of a Percentage Interest and proof of compliance with the provisions of this Article, the Partners shall not recognize such purported transfer.

Section 8.02. RESTRICTIONS ON TRANSFERS.

(A) Except as provided in Sections 2.05, 8.01(C), 8.02(D), 8.06 and 8.08 hereof, a transfer of a Percentage Interest may not be made without the prior written consent of all Partners, which consent may be granted or denied in each Partner's sole discretion.

(B) The Partners shall not approve any transfer of a Percentage Interest unless the transferee shall have furnished the General Partners with a sworn statement that:

- (1) the transferee is acquiring its Percentage Interest as a principal, for investment and not with a view to resale or distribution.
- (2) the transferee or its agent or investment advisor has, or both together have, such knowledge and experience in financial and business matters as will enable it, or its agent or investment advisor, or both, to use the information made available to it in connection with the offering of the Percentage Interest in order to evaluate the risk of the prospective investment and to make an informed investment decision with respect thereto;
- (3) in the event the transferee has relied upon the knowledge and experience in financial and business matters of its agent or investment advisor to evaluate the risk of the prospective investment, the transferee is a person who is able to bear the economic risk of the investment;
- (4) the transferee has met such net worth and income suitability standards as have been determined by the General Partners;
- (5) the transferee has been furnished, has carefully read, and has relied solely on the information contained in, an Offering Memorandum (including all exhibits) a copy of which is annexed to the said sworn statement, and has not been furnished any other offering literature or prospectus; and
- (6) the transferee recognized that investment in the Partnership involves certain risks and has taken

full cognizance of and understands all of the risk factors related to the purchase of the Percentage Interest, including those set forth under the caption "Risk Factors" in the Offering Memorandum;

(C) No transfer of a Percentage Interest may be made after commencement of the "original use" of the Project, within the meaning of the Internal Revenue Code and Regulations, if the Percentage Interest sought to be transferred, when added to all other Percentage Interests transferred within the period of twelve consecutive months prior thereto, equals 50% or more of the total Percentage Interests in the Partnership, or otherwise would result in the termination of the Partnership under Section 708 of the Internal Revenue Code and Regulations.

(D) The foregoing Section 8.02(A) shall not apply to restrict any reversion of a Partnership Interest to NHP sold to the Investors (described in Section 3.07(A) hereof) in the event the Investors fail to make all required purchase installment payments to NHP for such Partnership Interests.

(E) No transfer of a Percentage Interest or any part thereof, which is in violation of this Article VIII shall be valid or effective, and the Partnership shall not recognize the same for the purpose of receiving or being credited or debited with any share of the Partnership income, gains, profits, losses, deductions, credits and distributions.

Section 8.03. RIGHTS OF TRANSFEREE.

Unless admitted to the Partnership as a General Partner or Limited Partner in accordance with Sections 8.04 or 8.05 hereof, the transferee of a Percentage Interest, or a part thereof, shall not be entitled to any of the rights, powers or privilege its predecessor interest, except that it shall be entitled to receive and be credited or debited with its proportionate share of Partnership income, gains, profits, losses, deductions, credits and distributions.

Section 8.04. ADMISSION OF GENERAL PARTNER.

A Limited Partner, or the transferee of all or part of the Percentage Interest of a General Partner or a Limited Partner, may be admitted to the Partnership as a General Partner upon furnishing to the General Partners all of the following:

- (1) the prior written approval of FMHA, and all Partners, which approval may be granted or denied in each Partner's sole discretion;
- (2) such financial statements, guarantees or other assurances as the General Partners may require.

with regard to the ability of the proposed General Partner to fulfill the financial obligations of a General Partner hereunder;

- (3) acceptance, in form satisfactory to the General Partners, of all the terms and provisions of this Agreement and (to the extent required by FMHA) the Loan Agreement, Mortgage Note, Mortgage Loan, and debt service reduction subsidy or housing assistance payments on the same terms and conditions as the other General Partner;
- (4) a certified copy of a resolution of its Board of Directors (if it be a corporation) authorizing it to become a General Partner under the terms and conditions of this Agreement;
- (5) such other documents or instruments as may be required in order to effect its admission as a General Partner; and
- (6) payment of such reasonable expenses as may be incurred in connection with its admission as a General Partner.

Section 8.05. ADMISSION OF LIMITED PARTNER.

A General Partner, or the transferee of all or part of the Percentage Interest of a General Partner or a Limited Partner, may be admitted to the Partnership as a Limited Partner upon furnishing to the General Partners all of the following:

- (1) the prior written approval of FMHA, where such approval is required, and the prior written approval of all Partners, which approval may be granted or denied in each Partner's sole discretion;
- (2) acceptance, in form satisfactory to the General Partners, of all the terms and conditions of this Agreement and (to the extent required by FMHA) the Loan Agreement, Mortgage Note, Mortgage, and other documents required in connection with the Mortgage Loan, and debt service reduction subsidy or housing assistance payments;
- (3) a certified copy of a resolution of its Board of Directors (if it be a corporation) authorizing it to become a Limited Partner under the terms and conditions of this Agreement;

- (4) a power of attorney substantially identical to that contained in Section 3.07 hereof;
- (5) such other documents or instruments as may be required in order to effect its admission as a Limited Partner; and
- (6) payment of such reasonable expenses as may be incurred in connection with its admission as a Limited Partner.

Section 8.06. RESIGNATION OF GENERAL PARTNER.

A) A General Partner shall have the right to resign or withdraw from the Partnership. In the event of such resignation or withdrawal, such Partner shall remain liable for the debts, obligations and liabilities of the Partnership to the same extent as if it had not retired or withdrawn.

B) If the Local General Partner shall resign or withdraw from the Partnership, NHP shall take all steps necessary and appropriate to prepare and execute an amendment of this Limited Partnership Agreement and to prepare, execute and record an amendment to the Certificate of Limited Partnership to reflect such withdrawal and may, for this purpose execute the power of attorney granted pursuant to Section 3.07 hereof.

Section 8.07. GROUNDS FOR REMOVAL OF LOCAL GENERAL PARTNER.

Any one or more of the following shall be grounds for the removal of the Local General Partner:

- (1) violation of or failure to comply with a material provision of the Purchase Agreement, this Limited Partnership Agreement, the Loan Agreement, or any law or regulation applicable to the Project;
- (2) failure to make any of the capital contributions required under Section 2.02 hereof;
- (3) any act in the conduct of its own affairs or those of the Partnership which jeopardizes the eligibility of the Partnership to be treated as a Partnership for purposes of Federal Income taxation in accordance with the then existing Internal Revenue Code and Regulations and the policies of the Internal Revenue Service;
- (4) substantial deviation as to cost, quality or timing from the plans and specifications.

- (5) default under the Mortgage, Construction Contract, or any other agreement relating to the Project, refusal by the Mortgagee to make any scheduled advance under the Construction Loan, acceleration of the maturity of the Mortgage Loan, notice by the Mortgagee of its intent to assign the mortgage to FHMA or notice by the Mortgagee of its intent to institute proceedings for foreclosure of the Mortgage or the appointment of a receiver;
- (6) filing of any lis pendens or mechanic's lien against the property of the Partnership which is not discharged or bonded within thirty days; or
- (7) any course of conduct which is inconsistent with the policies set forth in Title IX of the Housing and Urban Development Act of 1968, or is inimical to the best interests of the Partnership.

Section 8.08. PROCEDURE FOR REMOVAL OF LOCAL GENERAL PARTNER.

(A) If NHP determines that conditions exist which, if not remedied, would permit the removal of the Local General Partner as provided in Section 8.03 hereof, NHP shall give written notice of such conditions to the Local General Partner.

(B) Failure of the Local General Partner to respond to the aforesaid notice within 10 days after such notice has been given by NHP shall be deemed an admission that the said conditions exist.

(C) Anything herein to the contrary notwithstanding, if the Local General Partner either:

- (1) has admitted (or is deemed under Section 8.08(B) hereof to have admitted) the existence of the said conditions and fails, within 10 days after the giving of such notice, to furnish assurance satisfactory to NHP that the said conditions have been or will be remedied, or
- (2) has denied the existence of said conditions but NHP has obtained a judgment, decree or order from a Court of competent jurisdiction in accordance with Section 8.08.(D) hereof,

the Local General Partner shall forthwith cease to have any rights, powers or privileges as a General Partner and shall become a Limited Partner notwithstanding the provisions of Section 8.03 hereof.

Initials:

NHP: _____

(D) In the event that the Local General Partner has notified NHP in writing, within 10 days after the giving of such notice, that it denies the existence of the conditions alleged by NHP, NHP may take whatever action it deems necessary to obtain a judgment, decree or order from a Court of competent jurisdiction directing the removal of the Local General Partner from the Partnership.

(E) NHP may exercise the Power of Attorney granted pursuant to Section 3.07 hereof to make, execute and acknowledge any and all instruments including, without limitation, instruments of transfer and amendments to this Limited Partnership Agreement and Certificate of Limited Partnership to effectuate the foregoing.

ARTICLE IX

DISSOLUTION AND LIQUIDATION

Section 9.01. DISSOLUTION.

The Partnership shall be dissolved upon:

- (1) the expiration of its term on December 31, 2020;
- (2) the retirement, withdrawal, bankruptcy, assignment for the benefit of creditors, dissolution, death, disability or insanity of a General Partner, or any other event which results in such person ceasing to be a General Partner, unless the remaining General Partners agree to continue the Partnership or unless all remaining members agree to continue the Partnership.
- (3) an election to dissolve the Partnership made in writing by all Partners;
- (4) the distribution, pursuant to Section 7.04 of this Agreement, of the proceeds of the sale, exchange or other disposition of all or substantially all of the property of the Partnership; provided, however, that if the Partnership receives a purchase money mortgage upon such sale the Partnership shall continue in existence until such mortgage is satisfied, sold or otherwise disposed of; and provided further, however, that if the Project is a Qualified Housing Project, as that term is defined in Section 1039 of the Internal Revenue Code and Regulations, and the sale is to the tenants or occupants

thereof or to a nonprofit organization formed solely for the benefit of such tenants or occupants, the Partnership shall be terminated at the expiration of the Reinvestment Period unless the proceeds of the sale have been re-invested in another Qualified Housing Project;

- (5) the election by NHP, pursuant to Section 4.01 (iii) of the Purchase Agreement, to cause the dissolution of the Partnership.
- (6) any other event which under the laws of the State on which the Project is created would cause its dissolution.

Section 9.02. LIQUIDATION.

Upon the dissolution of the Partnership, the General Partners (which term, for the purpose of this Article, shall include the trustees, receivers or other persons required by law to wind up the affairs of the Partnership) shall cause the cancellation of the Certificate of Limited Partnership, shall liquidate the assets of the Partnership, and shall apply and distribute the proceeds of such liquidation in the order of priority set forth in the then existing Uniform Limited Partnership Law of the state in which the Project is located.

Section 9.03. DISTRIBUTION IN KIND.

Notwithstanding the provisions of Section 9.02 hereof, if on dissolution of the Partnership the General Partners shall determine that an immediate sale of part or all of the Partnership's assets would be impractical or would cause undue loss to the Partners, the General Partners may, in their absolute discretion, either defer for a reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Partnership (other than those Partners) or distribute to the Partners, in lieu of cash, as tenants in common and in proportion to their respective Percentage Interests, undivided interests in such Partnership assets as the General Partners deem not suitable for liquidation. Any distributions in kind shall be subject to such conditions relating to the disposition and management thereof as the General Partners deem reasonable and equitable.

Section 9.04. APPROVAL BY FMHA.

Upon dissolution of the Partnership, no title or right to possession and control of the Project, and no right to collect the rents therefrom, shall pass to any person who is

Initials:

NHP: _____

not bound by the Loan Agreement in a manner satisfactory to FMHA. No distribution, as defined in the Loan Agreement, shall be made except in accordance with the requirements of the Loan Agreement.

Section 9.05. FINAL STATEMENT.

As soon as practicable after the dissolution of the Partnership, a final statement of its assets and liabilities shall be prepared by the Partnership Auditors and furnished to the Partners.

ARTICLE X

BOOKS OF ACCOUNT AND REPORTS

Section 10.01. BOOKS OF ACCOUNT.

(A) The Local General Partner, at the expense of the Partnership, shall at all times keep and maintain complete and accurate books, records and accounts of the Partnership, the Partnership in accordance with the standards set forth in the Accounting Manual and generally accepted accounting principles and procedures applied in a consistent manner.

(B) The said books, records and accounts shall be kept at the principal office of the Partnership. All Partners and their duly authorized representatives shall have the right to examine and make copies of the same at all reasonable times.

Section 10.02. FISCAL YEAR.

The fiscal year of the Partnership shall be the calendar year.

Section 10.03. TAX RETURNS.

The Partnership Auditors, at the expense of the Partnership, shall prepare for approval by NHP, and timely execution and filing by the Local General Partner, all tax returns of Partnership.

Section 10.04. BANK ACCOUNTS.

(A) The funds of the Partnership shall be deposited in the name of the Partnership in such bank accounts insured by the Federal Deposit Insurance Corporation (the "FDIC") as shall be designated by NHP.

(B) At Final Closing NHP shall have the sole authority, in its discretion, to determine the number and identity of the persons authorized to make withdrawals from the Partner-

ship bank accounts, and the Local General Partner hereby irrevocably constitutes and appoints NHP its true and lawful attorney, in its name, place and stead, to execute any and all signature cards and other documents necessary to exercise the foregoing authority.

Section 10.05. FINANCIAL REPORTS.

The General Partners shall deliver to all persons who were Partners at any time during the fiscal year such financial reports of the Partnership, including balance sheets, profit and loss statements and schedules showing distributions and allocations of Partnership income, gains, losses, deductions and credits, as may be required by the Accounting Manual, including without limitation annual financial statements audited and certified by the Auditors. The cost of such audit shall be a Partnership expense.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01. IDENTIFICATION OF GOVERNMENT AGENCIES, STATUTES, PROGRAMS AND FORMS.

Any reference in this Agreement, by name or number, to a Government Department, agency, statute, regulation, program or form shall include any successor or similar Department, agency, statute, regulation, program or form.

Section 11.02. ADDRESSES AND NOTICES.

The address of each Partner for all purposes shall be the address set forth on the signature page of this Agreement or such other address of which the General Partners have received written notice. Any notice, demand or request permitted to be given or made hereunder shall be in writing and shall be deemed given or made when delivered in person or when sent to such Partner at such address by first class mail or by telegram or Western Union Mailgram.

Section 11.03. TITLES AND CAPTIONS.

All article and section titles or captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

Section 11.04. PRONOUNS AND PLURALS.

Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or

neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

Section 11.05. FURTHER ACTION.

The Parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 11.06. APPLICABLE LAW.

This Agreement shall be construed in accordance with and governed by the laws of the state in which the Project is located.

Section 11.07. INTEGRATION.

This Agreement together with the Purchase Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant representation or condition not expressed in this Agreement shall affect or be deemed to interpret, change or restrict the express provisions hereof, except that the Purchase Agreement and all the rights, powers, privileges, duties, obligations, commitments, representations and warranties set forth therein shall survive, without limitation or modification, the execution of this Agreement.

Section 11.08. TRIAL BY JURY.

The Parties hereby waive trial by jury in any action, proceeding or counterclaim brought by any party against any other party in any matter arising out of or in connection with the subject matter of this Agreement.

Section 11.09. AMENDMENT.

Except as provided herein this Agreement may be modified or amended only with the written approval of all Partners.

Section 11.10. CREDITORS.

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Partnership.

Section 11.11. WAIVER.

No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this

Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Partner by notice pursuant to Section 11.02 hereof may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other Partner. No waiver shall affect or alter the remainder of this Agreement but each and every covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 11.12. RIGHTS AND REMEDIES.

The rights and remedies of any of the parties hereunder shall not be mutually exclusive, and the implementation of one or more of the provisions of this Agreement shall not preclude the implementation of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threatened breach of any provision hereof, it being the intention by this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

Section 11.13. SEPARABILITY.

Any provisions of the Loan Agreement, the National Housing Act or other applicable law which supersede any provisions hereof shall not affect the validity of the balance of this Agreement, and the remaining provisions shall be enforced as if the invalid provisions were deleted.

Section 11.14. COUNTERPARTS.

This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the original or the same counterpart. Each party shall become bound by the Agreement immediately upon affixing its signature hereto, independently of the signature of any other party.

Section 11.15. AUTHORIZATION AND REPRESENTATION.

Each Partner represents to the others and to the Part-

nership that it has been duly authorized to execute and deliver this Limited Partnership Agreement and the Certificate of Limited Partnership through the officer signing on his behalf.

Section 11.16. WAIVER OF PARTITION.

Each Partner hereby waives any right to partition of the Partnership property.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the 11 day of Aug, 1978.

LOCAL GENERAL PARTNER:

ACQUEST, INC.

By:

Attest:

GENERAL AND LIMITED PARTNER:

THE NATIONAL HOUSING PARTNERSHIP
By: NATIONAL CORPORATION FOR
HOUSING PARTNERSHIPS, its
sole General Partner

By:

Attest:

ADDRESS:

1215 Louisiana Avenue
Winter Park, Florida 32790

ADDRESS:

1133 Fifteenth Street, N.W.
Washington, D.C. 20005

FEDERAL IDENTIFICATION NUMBERS:

NHP - 52-6102308

NCHP - 52-0886787

EXHIBIT "A"

DEFINITION OF A DEFICIT

A deficit is the excess of current liabilities over the liquid assets of a project.

Included as liabilities are:

- (1) All unpaid expenses represented as accounts payable as well as accruals for expenses not invoiced to the date of the deficit determination, included is accrued interest and penalties on the mortgage note.
- (2) Unpaid audit fees for the periods prior to the deficit calculation date.
- (3) The liability to tenants for security deposits.
- (4) Unpaid principal and mortgage escrows, including any escrow deficiency. This deficiency is determined for each escrowed item (i.e. real estate tax) by adding the correct normal monthly escrow (1/12 of the estimated expenditures assuming tax is paid on an annual basis) for the number of months until one month prior to the delinquency date to the current balance in the escrow accounts. If the estimated payment liability is greater than the anticipated balance, there is a deficiency which must be funded.
- (5) Rent received in advance, if the deficit is calculated as of a date in mid-month the unearned portion of that month's rent is a current liability.
- (6) Excess rents collected that are due to FHRA per the Loan and Regulatory Agreement.
- (7) The estimated cost of construction deficiencies, work not completed and unpaid construction liabilities in excess of escrows held by the mortgagee.
- (8) The unexpended portion of the sums provided for repairs and maintenance in the operating budget.
- (9) Any notes payable or other liabilities of the Partnership other than the mortgage note and accrued expenses covered by escrowed funds.

Included as liquid assets are:

- (1) All cash either in hand, in an account controlled by the management agent in the name of the Partnership, and in an account controlled by a partner in the name of the Partnership.
- (2) Current receivables from tenants, excluding receivables over 30 days old, and receivables known to be uncollectible.

**FIRST AMENDMENT
TO THE
LIMITED PARTNERSHIP AGREEMENT
OF
HOUSING ASSISTANCE OF MOUNT DORA LIMITED**

This First Amendment to the Limited Partnership Agreement of Housing Assistance of Mount Dora Limited, a Florida limited partnership, is made and entered into on the day and year written below by Acquest, Inc. (the "Local General Partner") as a General Partner, The NATIONAL HOUSING PARTNERSHIP ("NHP"), a District of Columbia limited partnership having its principal place of business at 1133 15th Street, N.W., Washington, D. C. 20005, as both a General Partner and a Withdrawing Limited Partner, and the additional Limited Partners (the "Investors") whose signatures are affixed below.

WHEREAS:

- 1) The aforementioned parties (with the exception of the Investors) have executed a Partnership Agreement (the "Limited Partnership Agreement") with respect to a Limited Partnership named Housing Assistance of Mount Dora Limited (the "Partnership") which is developing a housing project known as Villas of Mt. Dora.
- 2) NHP wishes to sell to the Investors an aggregate eighty-five (85%) interest as Limited Partners in the Partnership. Each Investor has requested admittance to the Partnership as a Limited Partner and the other parties have consented thereto.
- 3) The parties have agreed to enter into this First Amendment to the Limited Partnership Agreement and to a Second Amendment to the Certificate of Limited Partnership of the Partnership.

NOW, THEREFORE, the parties hereby agree as follows:

FIRST: Each partner consents to the transfer of the respective interests to Investors, and the admission of each Investor to the Partnership as a substituted Limited Partner.

SECOND: The requirements of Sections 8.01, 8.02 and 8.05 of the Limited Partnership Agreement and corresponding sections of the Certificate of Limited Partnership are satisfied with regard to the transfer of the respective interests to Investors.

THIRD: Section 1.06 of the Limited Partnership Agreement is amended to read as follows:

"The Partnership has commenced upon the filing of the Certificate of Limited Partnership for record in the appropriate government office, as set forth in paragraph (1) of the Preliminary Statement herein, and shall terminate on December 31, 2030, unless it is dissolved at an earlier date as provided in Section 9.01 hereof."

FOURTH: Section 2.01 of the Limited Partnership Agreement is amended to read as follows:

Section 2.01 IDENTITY OF PARTNERS;
PERCENTAGE INTERESTS.

"(a) The General Partners, and their respective interests in the Partnership ('Percentage Interests') are:

Acquest, Inc. (the "Local General Partner") 10%
The National Housing Partnership 5%

"(b) The Limited Partners, and their respective interests in the Partnership ('Percentage Interests') are:

<u>LIMITED PARTNERS</u>	<u>PERCENTAGE INTEREST</u>
Robert K. Bass	3.04%
Richard N. Close	3.04%
Cashell Donahoe, Jr.	3.04%
James R. Dunaway, Jr.	6.05%
Allan B. Fendrick	3.04%
Jerry L. Fitzgibbons Stephanie S. Fitzgibbons, TIC	3.04%
Lance Stewart Gad	3.04%
Aron S. Gordon	3.04%
Joe J. Johnson, Jr.	3.04%
Robert E. Merrill	3.04%
Irwin H. Metzger	3.04%

LIMITED PARTNERS (cont'd)PERCENTAGE INTEREST

R. D. Pechero	3.04%
E. Keith Pettigrew	3.04%
Kenneth E. Reidland	3.04%
William P. Sage	3.04%
Kenneth R. Smith	3.04%
Gloria L. Tennison	3.04%
Billy Dale Watkins	3.04%
Boyd R. Watkins	3.04%
Harry Weiss, CP	3.04%
William M. Wilkinson	3.04%
Jane R. Wilkinson, CP	
David L. Winn	6.05%
Francis W. Winn	6.05%
Stephen T. Winn	6.05%

FIFTH: Section 5.07 is amended by deleting the period at the end thereof, inserting a comma, and adding the following:

"except insofar as may be necessary to (i) effect the reversion to NHP and resale by NHP of Percentage Interests upon default as provided in Section 3.07."

SIXTH: Section 5.08(E) is hereby amended to add the following subsection (5):

"(5) sale of approximately 5 acres of real property owned by the Partnership which is not needed to develop the 70 unit project presently under construction on said property, including approval and execution by or on behalf of the Partnership, notwithstanding the provisions of Section 5.01, of all instruments necessary or appropriate to accomplish such sale, provided however, that the sales price may not be less than \$11,228 per acre, and provided further, that no sale is authorized which would impair the commitment by FmHA to provide permanent financing for the Project."

SEVENTH: Section 8.06 is hereby amended to add the following:

"c) notwithstanding any of the provisions of Article VIII hereof, except the provisions of Section 8.09, the General Partnership interest of the Local General Partner shall be converted to a Limited Partnership interest upon election of NHP or the Local General Partner at or after Final Closing, subject to prior FmHA consent."

EIGHTH: There shall be added a Section 8.09 which shall read as follows:

"Section 8.09. Approval of Governmental Agencies.

Notwithstanding the provisions of any other Section of this Article VIII, if approval by or notification to FmHA is required under then existing regulations or under any agreement between the Partnership and FmHA in order to effect a transfer, withdrawal, removal or other act required or permitted to be performed under this Article VIII, then such approval shall be obtained or notification made prior to performance of such act."

NINTH: There shall be added a Section 8.10 which shall read as follows:

"AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP

"Upon the admission or withdrawal of any Partner, NHP shall take all the steps necessary and appropriate to prepare and execute an amendment of this Limited Partner-

ship Agreement and to prepare, execute and record an amendment to the Certificate of Limited Partnership to reflect such admission or withdrawal."

TENTH: Section 9.01(2) shall be amended to read as follows:

"(ii) the retirement, withdrawal, bankruptcy, assignment for the benefit of creditors, dissolution, death, disability or insanity of a General Partner, or any other event which results in such person ceasing to be a General Partner, unless all the remaining General Partners agree to continue the Partnership."

ELEVENTH: Section 9.01(5) shall be amended to read as follows:

"The election by NHP, pursuant to Section 4.01(B)(iii) of the Purchase Agreement, to cause the dissolution of the Partnership."

TWELFTH: Section 9.04 shall be amended to read as follows:

"Upon dissolution of the Partnership, no title or right to possession and control of the Project and no right to collect the rents therefrom, shall pass to any person who is not bound by the Loan Agreement in a manner satisfactory to FdHA. No distribution shall be made except in accordance with the requirements of the Loan Agreement."

IN WITNESS WHEREOF, this First Amendment to the Limited Partnership Agreement of Housing Assistance of Mount Dora Limited has been executed by the parties as of the date of November 22, 1978.

LP 6329

Winter Park, FL LP No. 6329 2-20-78
 52 yrs.
 NAME HOUSING ASSISTANCE OF MT. DORA, LTD.
 P. O. ADDRESS c/o Acquest, Ltd., 1215 Louisiana Ave.,
P. O. Box 1268, Winter Park, FL 32790
 CHANGE OF ADDRESS
 CHANGE OF ADDRESS

9-9-79
 1-9-79

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
		5200.00	
AMEND TO LP	FILED 4-23-73		
AMEND TO LP	FILED 5-24-73		
AMEND TO LP	FILED 12/14/73		
11-29-78	1979	571,890	5233.00

HOUSING ASSISTANCE OF MT. DORA., LTD.

December 26 19 78 ⁶³⁻⁸⁹⁸₆₃₁

PAY TO THE ORDER OF Secretary of State, State of Florida \$ 288.00

THE SUM 288 DOLS 00 CTS DOLLARS



FOR Annual Filing Fee

[Signature]

⑆0631-0896⑆

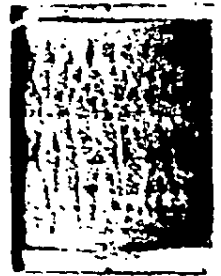
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PRIVILEGE TAX	
C. TAX	
FILING	288
C. COPY	
R. A. FEE	
P. COPY	
SEARCH	
TOTAL	288
BALANCE DUE	

DEC 28-78-02 91500 ***288.00

FF \$247.38
Overpaid \$40.62

FILED
DEC 29 8 30 AM '78
DEPARTMENT OF REVENUE
TALLAHASSEE, FLORIDA



ANNUAL REPORT LIMITED PARTNERSHIP

TO: Honorable Secretary of State
The Capitol
Tallahassee, Florida 32304

Name of Partnership Housing Assistance of Mt. Dora, Ltd.

Principal Place of Business 1215 Louisiana Ave., P.O. Box 1268, Winter Park, Fl.

Amount of Invested Capital \$71,890

32790

Date Formed February 28, 1978

NAME AND ADDRESSES OF PARTNERS:

GENERAL:

ADDRESS:

Acquest, Inc. P.O. Box 1268, Winter Park, Fl. 32790

The National Housing Partnership, 1133 15th Street, N.W., Washington, D.C.
20005

LIMITED:

ADDRESS:

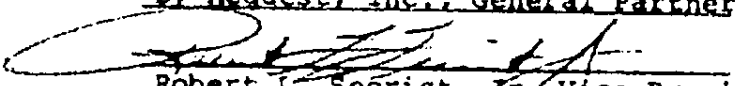
Schedule Attached

General Nature of Business Rental Apartments

We, the undersigned, certify that the above statement is true and correct to the best of our knowledge and belief.

Housing Assistance of Mt. Dora, Ltd.

By Acquest, Inc., General Partner


Robert L. Secrist, Jr., Vice President

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.

FILED
DEC 21 8 1978
TALLAHASSEE, FLORIDA

HOUSING ASSISTANCE OF MT. DORA, LTD.

LIMITED PARTNERS

ADDRESS

Robert K. Bass	4108 Windsor Parkway, Dallas, Texas 75205
Richard N. Close	85 Highland Circle, Wayland, Mass. 01778
Cashell Donahoe, Jr.	307 Buckingham, Victoria, Texas 77901
James R. Dunaway, Jr.	3717 Wren Drive, Ft. Worth, Texas 76133
Allan B. Fendrick	30 Canterbury Road, White Plains, N.Y. 10607
Jerry L. Fitzgibbons & Stephanie S. Fitzgibbons, TIC	8029 Carrick Street, Ft. Worth, Texas 76116
Lance Stewart Gad	6 Peter Cooper Road, #8F, New York, N.Y. 10010
Aron S. Gordon	820 Fannin, Houston, Texas 77002
Joe J. Johnson, Jr.	1232 W. Shaw, Ft. Worth, Texas 76110
Robert E. Merrill	12420 Green River Drive, Houston, Texas 77044
Irwin H. Metzger	50 Sutton Place South, New York, N.Y. 10022
R. D. Peçhero	2412 Park Circle, McAllen, Texas 78501
E. Keith Pettigrew	P.O. Box 73069, Houston, Texas 77090
Kenneth E. Reidland	1217 Iris, McAllen, Texas 78501
William P. Sage	106 Spokane, Victoria, Texas 77901
Kenneth R. Smith	3605 Plumb, Houston, Texas 77005
Gloria L. Tennison	4600 Broad Street, Ft. Worth, Texas 76107
Billy Dale Watkins	1004 Jousting Place, Austin, Texas 78746
Boyd R. Watkins	1134 Brand Lane, Stafford, Texas 77477
Harry Weiss, CP.	11330 Valleydale, Dallas, Texas 75230
William M. Wilkinson & Jane R. Wilkinson, CP.	1411 Scenic Drive, Northeast, Tacoma, Washington 98422
David L. Winn	2400 N. Braeswood, #102, Houston, Texas 77030
Francis W. Winn	10214 Inwood Road, Dallas, Texas 75229
Stephen T. Winn	6748 Mossvine Place, Dallas, Texas 75240

Winter Park LP No. 6329 2-20-78
 Orange 52 yrs.
 NAME HOUSING ASSISTANCE OF MT. DORA, LTD.
 P. O. ADDRESS c/o Acquest, Ltd., 1215 Louisiana Ave.,
 CHANGE OF ADDRESS P. O. Box 1268, Winter Park, FL 32790
 CHANGE OF ADDRESS _____

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
		\$200.00	<i>\$100. limited only</i>
	AMEND TO LP FILED 4-28-78	<i>No change</i>	
	AMEND TO LP FILED 5-24-78	<i>No change</i>	
	AMEND TO LP FILED 12/14/78	<i>No change</i>	
12-29-78	1979	\$71,890	\$288.00
<i>AAC</i>	<i>7/26/80</i>		
corp-50			

6329

9/18/80
8/16/80

STATE OF FL
OFFICE OF SEC OF STATE
THE CAPITAL
TALLAHASSEE FL 32304

SENTINEL STAR COMPANY

LEGAL ADVERTISING

P.O. BOX 2833
ORLANDO, FLORIDA 32802

DATE 7/30/80
ACCOUNT L 500950
INVOICE NO. 113537

Attn: Martha Burnley (Personal & Confidential)

I N V O I C E

DATE	REFERENCE	DESCRIPTION	AMOUNT
7/27/80	506	1475 MISCELLANEOUS-FAILURE RENEW CERTIFICATE re: 196 Monterey Limited Partnership, etc.	101.78
		Published Orange County..July 26, 1980	
		CL-506	
		TOTAL DUE	101.78

CUSTOMER COPY

THIS IS FOR LEGAL ADVERTISING ONLY

SENTINEL STAR

Published Daily
Orlando, Orange County, Florida

State of Florida
COUNTY OF ORANGE

ADVERTISING CHARGE \$101.78

LEGAL NOTICE
STATE OF FLORIDA
DEPARTMENT OF STATE

I, George Frazzetta, Secretary of State of the State of Florida, do hereby certify that the following:

- 198 MONTEREY LIMITED PARTNERSHIP
- 411 INDUSTRIAL PARK, LTD.
- 1979 CALBRAITH LIMITED ACCOMMODATION OWNERSHIP COMPANY, LTD.
- ALHAMBRA, LTD.
- ALHAMBRA PARTNERSHIP, LTD.
- ALPHA APARTMENTS, LTD.
- ALTA MONTE HEIGHTS APARTMENTS LIMITED PARTNERSHIP
- ALTA MONTE MEDICAL CENTER ASSOCIATES LIMITED
- AMATEUR PROPERTY'S LTD.
- AMASSADOR HOUSE PARTNERSHIP, LTD.
- THE AMERICANA VENTURE LIMITED PARTNERSHIP
- ROBERT AMERSON, LTD.
- ARL ASSOCIATES LTD.
- ARLINGTON GARDEN APARTMENTS, LTD.
- ARLO, LTD.
- DRAGON HILL DEVELOPMENT, LTD.
- BELLEVUE INTERCHANGE PARTNERSHIP LTD.
- 800 CYPRESS ASSOCIATES, LTD.
- BLUE THREE GROVES LIMITED
- BUENA VISTA LIMITED PARTNERSHIP
- CALIBAN ASSOCIATES LTD.
- CHAMBRON LIMITED
- CLERVIEW LAND COMPANY, LTD.
- CONCORD VILLAGE RECREATION CENTER LIMITED PARTNERSHIP
- COUNTRY CLUB VILLAGE LTD.
- CRANTINE FARMS, LTD.
- DANLURE ASSOCIATES, LTD.
- DOWNTOWN LTD.
- EMPHART BEACH PARTY, LTD.
- EAST FIFTY PROPERTIES, LIMITED
- FLORIDA EQUITY INVESTORS LIMITED
- FLOWERLAND PARTNERS INTER-NATIONAL (GERMANY), LTD.
- FOREST CITY PROPERTIES, LTD.
- GOLD ROCKETS, LTD.
- GREEN VALLEY VILAGE, LTD.
- GRANVIEW ASSOCIATES LTD. V
- HARVEY, LTD.
- HIDDEN LAKE VILAGE LIMITED PARTNERSHIP
- HOLLORST, LTD.
- HOLLY HILL ACRES, LTD.
- HOUSING ASSISTANCE OF MT. DOMA, LTD.
- HOUSING ASSISTANCE OF SEMINOLE, LTD.
- HOWLAND CONSTRUCTION COMPANY
- INFL, LTD.

RM. 291 A

Before the undersigned authority personally appeared BERRY M. KINNEY who on oath says that she is the Legal Advertising Representative of the Sentinel Star, a Daily newspaper published at Orlando, in Orange County, Florida; that the attached copy of advertisement, being a Limited Partnerships in the matter of failure to renew certificate of authority was published in the in the Court, published in said newspaper in the issues of July 26, 1980

Affiant further says that the said Sentinel Star is a newspaper published at Orlando, in said Orange County, Florida, and that the said newspaper has heretofore been continuously published in said Orange County, Florida, each Week Day and has been entered as second-class mail matter at the post office in Orlando, in said Orange County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

BERRY M. KINNEY
Sworn to and subscribed before me this 28th day

of July A.D. 1980

[Signature]
Notary Public, State of Florida
My Commission Expires Oct. 30, 1980
Subscribed by Applicant for a County Certificate



IIP ASSOCIATES, LTD.
 INTERNATIONAL OIL LIMITED
 LPR DAYTONA, LTD.
 LA MANCHA DOS, LTD.
 LAFAYETTE COLUMNS APART-
 MENTS, LTD.
 LAKE BARLOW ESTATES, LTD.
 LAKE ELLA GROVES, LTD.
 LAKE MARY COMMONP DL, LTD.
 LAKE MARY INTERCHANGE
 LTD "A"
 LAKE PICKETT PROPERTIES,
 LIMITED
 LAKE WARD GROVE, LTD.
 LAKE WILLIAMS, LTD.
 LAKEVIEW, LTD.
 LONGWOOD VILLAGE ASSO-
 CIATES, LTD.
 MANUFACTURERS' LEASING,
 LTD.
 MARDEN HEIGHTS, LTD.
 MCCOY REE LINE PROPERTIES,
 LTD.
 MPRDHAMA GROVES, LTD.
 NAPLES ISLE, LTD.
 NARCOOSSEE ENTERPRISES,
 LTD.
 NARLYNE, LTD.
 N C PROPERTIES, LTD.
 OAKRIDGE ROAD LIMITED
 PARTNERSHIP
 OBERON ASSOCIATES, LTD.
 OCEAN WINDS DEVELOPMENT
 LTD.
 OLD WINTER GARDEN ROAD
 WAREHOUSE LIMITED
 ORLANDO BUSINESS CENTER,
 LIMITED
 ORLANDO REALTY ASSOCIATES
 LIMITED
 OVAC, LTD.
 P C - SARASOTA, LTD.
 PALM GROVE GARDENS, LTD.
 PALMS WEST APARTMENTS,
 LIMITED PARTNERSHIP
 PEASEBLOSSOM ASSOCIATES
 LTD.
 PROSPERO ASSOCIATES LTD.
 R & D PARTNERS, LTD.
 RUBEN 674, LTD.
 SECOND TIMMON HOTEL COM-
 PANY, LTD.
 SEWELL AND MEYER, LTD.
 SIGNATURE DEVELOPMENT
 COMPANY LIMITED
 SPANISH BLUFF, LTD.
 STRAWBERRY FIELDS ASSO-
 CIATES, LTD.
 SUPRA WINDS DEVELOPMENT,
 LTD.
 SUMMERFIELD OF BRANCOH
 LIMITED PARTNERSHIP
 TITANIA ASSOCIATES LTD.
 WATERS AVE LAND DEVELOP-
 ERE, LTD.
 WEKIVA PINES, LTD.
 WESTPORT LTD.
 WINDERMERE DOWNS LTD.
 WINTER GARDEN VILLAS, LTD.
 WOODSIDE VILLAGE LIMITED
 PARTNERSHIP
 WOODCREEK LIMITED
 PARTNERSHIP
 YARMOUTH INVESTMENT OF
 FLORIDA, LTD.
 ZOM FARVIEW, LTD.

with their principal place of busi-
 nesses in Orange County, Florida,
 are limited partnerships filed in the
 office of the Secretary of State of
 Florida under Chapter 870, Florida
 Statutes, Laws of Florida, and each
 has failed for six months or more
 to pay for annual filing fee and re-
 new the certificate of authority to
 operate as a limited partnership.
 Therefore in pursuance of the pro-
 visions of Section 870.33, Florida
 Statutes, I have caused to be pub-
 lished in the SENTINEL STAR
 COMPANY, a newspaper published
 in Orange County, Florida, notice
 of failure to renew certificate of
 authority as provided by law.

Given under my hand and
 the Great Seal of the State
 of Florida, at Tallahassee,
 the Capitol, this 17th day
 of July, 1980
 (S/AL)
 I/ George Fredstone
 Secretary of State

CL 508 July 18, 1980

National Corporation for Housing Partnerships



If there are any questions, please return attached to:

Ms. Ilona F. Bush
National Corporation for Housing Partnerships
1133 - 15th Street, N.W.
Washington, D.C. 20005

(202) 857-5725

8944 8/20/80 6329
005 21 30.00 05

Thank you.

LP# 6329

Ilona

pending

C. TAX	_____
FILING	_____ 30
R. AGENT FES	_____
C. COPY	_____
TOTAL	_____ 30
N. BANK	_____
BALANCE DUE	_____
REFUND	_____

RECEIVED
00448 AUG 14 80



Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304
(904) 488-3918

BRUCE A. SMATHERS
SECRETARY OF STATE

August 19, 1980

DAVID C. MACNAMARA
Assistant Secretary of State

NATIONAL CORPORATION FOR HOUSING PARTNERSHIPS
ATTN: Ms. Ilona F. Bush
1133-15th St., N.W.
Washington, D.C. 20005

DIVISION OF CORPORATIONS
Telephone: 904/488-4830

SUBJECT: HOUSING ASSISTANCE OF MT. DORA, LTD.
L.P. #6329

This will acknowledge receipt of your recent request pertaining to the reinstatement of a Florida limited partnership.

XX Enclosed is the preliminary certificate which the limited partnership must have published at least one time in a newspaper located in the county listed below. Upon filing with this department by the manager or publisher of such newspaper proof of publication of the notice and payment by the limited partnership of the cost of publication, the department shall issue a new certificate.

ORANGE

Chapter 620.31, Florida Statutes, requires that all delinquent reports and fees must be filed and paid prior to the issuance of a preliminary certificate. Please complete and return the attached report(s) with the proper filing fee. This fee is computed at the rate of \$4 a thousand on total contributions with a minimum of \$30 and a maximum of \$1000.

We would appreciate your returning the necessary documentation within thirty (30) days if possible.

FOREIGN SECTION

bc



Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304
(904) 488-3818

BRUCE A. SMATHERS
SECRETARY OF STATE

DAVID C. MACNAMARA
Assistant Secretary of State

DIVISION OF CORPORATIONS
Telephone: 904/488-4830

SUBJECT:

This will acknowledge receipt of your recent request pertaining to the reinstatement of a Florida limited partnership.

✓ Enclosed is the preliminary certificate which the limited partnership must have published at least one time in a newspaper located in the county listed below. Upon filing with this department by the manager or publisher of such newspaper proof of publication of the notice and payment by the limited partnership of the cost of publication, the department shall issue a new certificate.

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We would appreciate your returning the necessary documentation within thirty (30) days if possible.

FOREIGN SECTION

National Corporation for Housing Partnerships



If there are any questions, please return
attached to:

Ms. Ilona F. Bush
National Corporation for Housing Partnerships
1133 - 15th Street, N.W.
Washington, D.C. 20005

(202) 857-5725

Thank you.

Housing Assistance of Mt. Dora, Fla.

RECEIVED
DEPT. OF STATE
00889 JUN 10 00
REVENUE
REVENUE



Secretary of State

Please direct any inquiry to
904/488-9840

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304

GEORGE FIRESTONE
SECRETARY OF STATE

July 15, 1980

NATIONAL CORPORATION FOR HOUSING
PARTNERSHIPS

ATTN: Ms. Ilona F. Bush
1155 Fifteenth Street, N.W.
Washington, D.C. 20005

L.P. ANNUAL REPORT

SUBJECT: HOUSING ASSISTANCE OF MT. DORA, LTD.
L.P. #6329

CHECK ~~DEPOSITED~~ Returned BALANCE DUE \$30 only
\$292.00

To comply with a recent opinion by the Attorney General's Office, the invested capital shown on the annual reports for limited partnerships must be the same as was shown in the original limited partnership certificate, or as that shown in the last amendment filed increasing or decreasing the invested capital. Our records show this amount to be \$100.00. Please correct the annual report(s) and return with a check in the amount due.

Enclosed is a copy of the Attorney General's Opinion.

If you desire further information please telephone (904) 488-9840.

SECRETARY OF STATE'S OFFICE
DIVISION OF CORPORATIONS
FOREIGN SECTION
THE CAPITOL
TALLAHASSEE, FLORIDA 32301

P.S. In order to avoid involuntary cancellation, please correct your report and return at once for filing with a copy of this letter and your check.

ANNUAL REPORT LIMITED PARTNERSHIP

TO: Honorable Secretary of State
The Capitol
Tallahassee, Florida 32304

Name of Partnership Housing Assistance of Mt. Dora, Ltd.

Principal Place of Business 1215 Louisiana Avenue, P.O.Box Drawer 1268, Winter Park, Fla.
32790

Amount of Invested Capital \$100.00

Date Formed February 20, 1978

NAME AND ADDRESSES OF PARTNERS:

GENERAL:

ADDRESS:

The National Housing Partnership 1133 - 15th Street, N.W., Washington, D.C. 20005

Acquest, Inc. 1215 Louisiana Ave., Winter Park, Florida 32790


LIMITED:

ADDRESS:

see attached list

General Nature of Business housing development

We, the undersigned, certify that the above statement is true and correct to the best of our knowledge and belief.


David L. Smith, Senior Vice President
The National Housing Partnership,
by National Corporation for Housing
Partnerships, its sole general partner
June 30, 1980

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.

Limited Partners:

Robert V. Bass
Richard W. Close
Cashell Donahoe, Jr.
James R. Dunaway, Jr.
Allan B. Feardrick
Jerry L. Fitzgibbons
Stephanie S. Fitzgibbons, TIC
Lance Stewart Gad
Aron S. Gordon
Joe J. Johnson, Jr.
Robert E. Merrill
Irwin H. Metzger
R. D. Pechero
E. Keith Pettigrew
Kenneth E. Raidland
William F. Sage
Kenneth R. Smith
Gloria L. Tension
Billy Dale Watkins
Boyd R. Watkins

Address:

4108 Windsor Parkway
Dallas, Texas 75205
85 Highland Circle
Wayland, Massachusetts 01778
307 Buckingham
Victoria, Texas 77901
3717 Wren Drive
Ft. Worth, Texas 76133
30 Canterbury Road
White Plains, New York 10607
8029 Carrick Street
Ft. Worth, Texas 76116
6 Peter Cooper Road, #8F
New York, New York 10010
820 Fannin
Houston, Texas 77002
1232 W. Shaw
Ft. Worth, Texas 76110
12420 Green River Drive
Houston, Texas 77044
50 Sutton Place South
New York, New York 10022
2412 Park Circle
McAllen, Texas 78501
P. O. Box 73069
Houston, Texas 77090
1217 Iris
McAllen, Texas 78501
106 Spokane
Victoria, Texas 77901
3605 Plumb
Houston, Texas 77005
4600 Broad Street
Ft. Worth, Texas 76107
1004 Jousting Place
Austin, Texas 78746
1134 Brand Lane
Stafford, Texas 77477

Harry Weiss, CP

11330 Valleydale
Dallas, Texas 75230

Ellian M. Wilkinson
Jane R. Wilkinson, CP

1411 Sceanic Drive, Northeast
Tacoma, Washington 98422

David L. Winn

2400 N. Braeswood, #102
Houston, Texas 77030

Francis W. Winn

10214 Inwood Road
Dallas, Texas 75229

Stephen T. Winn

6748 Mossvine Place
Dallas, Texas 75240

LP 6329

National Corporation for Housing Partnerships



APR 17 1 45 PM '81

DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

August 13, 1981

3194 10/30/81

PERSONAL AND CONFIDENTIAL

Ms. Martha Burnley
Office of Secretary of State
The Capitol
Division of Corporations
Tallahassee, Florida 32304

Re: Housing Assistance of Mt. Dora, Ltd.

Dear Ms. Burnley:

As per our conversation, I am herewith enclosing a xerox copy of the cancelled check made payable to the Secretary of State of Florida for the 1980 annual report. Perhaps there was confusion over this--and therefore loss of the check copy by you--because we have several partnerships, all of whose fees were paid by The National Corporation for Housing Partnerships.

In any event, please reinstate the above partnership. Furthermore, I am also returning the check for the 1981 fee for the annual report. We should therefore be in good standing.

If you have any further questions, please call or write me. Thanks.

Sincerely,

Ilona F. Bush

Ilona F. Bush
Legal Assistant

FILED
OCT 14 6 40 AM '81
TALLAHASSEE, FLORIDA

Encl.

CHITZ	_____
PAID	\$ 30
RECEIVED	_____
CHECK	_____
TOTAL	\$ 30
REMARK	_____
BALANCE DUE	_____
REFUND	_____

*Final Reinstatement
Total Paid \$60
1980 + 1981
filed
10-14-81
Preliminary
checked
typed 8/17/81*

LP 6329

Winter Park LP No. 6329 2-20-78
 Orange County 52 Years
 NAME Housing Assistance of Mt. Dora, Ltd.
 P. O. ADDRESS Acquest, Ltd., 1215 Louisiana Ave., P.O. Box
 CHANGE OF ADDRESS 1268, Winter Haven, Fl 32790
 CHANGE OF ADDRESS _____

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
		\$200.00	
Amend to LP	filed 4-28-78	(n.c.)	
Amend. to LP	filed 5-24-78	(n.c.)	
Amend to LP	filed 12-14-78	(n.c.)	
12-29-78	1979	\$71,890.00	\$288.00
Cancelled and reinstated as of 79, by paying past annual reports for 80 & 81, filed 10-14-81.			

Winter Park LP No. 6329 2-20-78
 Orange 52 yrs.
 NAME HOUSING ASSISTANCE OF MT. DORA, LTD.
 P. O. ADDRESS c/o Acquest, Ltd., 1215 Louisiana Ave.,
 CHANGE OF ADDRESS P. O. Box 1268, Winter Park, FL 32790
 CHANGE OF ADDRESS _____

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
		\$200.00	<i>\$100. limited only</i>
AMEND TO LP	FILED 4-28-78	<i>No change</i>	
AMEND TO LP	FILED 5-24-78	<i>No change</i>	
AMEND TO LP	FILED 12-14/78	<i>No change</i>	
12-29-78	1979	\$71,890	\$288.00
<i>Arc</i>	<i>7/26/80</i>		
Cancelled and reinstated as of 79, by paying past annual reports for 80 & 81, filed 10-14-81			
corp-50			



Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304

October 14, 1981

GEORGE FIRESTONE
SECRETARY OF STATE

D. W. MCKINNON, DIRECTOR
DIVISION OF CORPORATIONS

National Corporation of Housing
Attn: Ilona F. Bush
1135 Fifteenth Street, N.W.
Washington, D.C. 20005

SUBJECT: Housing Assistance of Mt. Dora, Ltd.

DOCUMENT NUMBER: LP# 6329

This will acknowledge receipt of the following:

1. ~~XX~~ Check(s) totalling \$ 60.00
2. _____ Articles of Incorporation filed
3. _____ Amendments to Articles of Incorporation filed
4. _____ Articles of Merger or Consolidation filed
5. _____ Certificate of Withdrawal filed
6. _____ Limited Partnership filed
7. _____ Limited Partnership Annual Report filed
8. _____ Trademark Application filed
9. _____ Application for qualification filed _____
10. ~~XX~~ Reinstatement filed 10-14-81
11. _____ Articles of Dissolution filed
12. _____ OTHER:

ENCLOSED:

1. _____ Certified Copy(ies).
2. _____ Certificate(s) Under Seal.
3. _____ Photocopy(ies).
4. ~~XX~~ OTHER: Certificate of Reinstatement

National Corporation for Housing Partnerships



RECEIVED
Oct 12 2 18 PM '81
DIRECTOR
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

October 9, 1981

PERSONAL

Ms. Martha Burnley
Secretary of State
The Capitol
Tallahassee, Florida 32304

Re: Housing Assistance of Mt. Dora, Ltd.

Dear Ms. Burnley:

As per our conversation of about a month ago, enclosed is the published Reinstated Certificate of Limited Partnership for the year ended December 31, 1979 as well as proof of publication and payment thereof.

Please reinstate the above partnership. If you have any questions, please call me at (202) 828-5952 or write me. Thanks.

Sincerely,

Ilona F. Bush
Legal Assistant



GEORGE FIRESTONE
SECRETARY OF STATE

Secretary of State

STATE OF FLORIDA
THE CAPITAL
TALLAHASSEE, FLORIDA

July 22, 1981

D. W. McKINNON, DIRECTOR
DIVISION OF CORPORATIONS

MS. ILOSA F. BUSH
NATIONAL CORPORATION FOR HOUSING PARTNERSHIP
1133 - 15th STREET, N.W.
WASHINGTON, D. C. 20005

SUBJECT: HOUSING ASSISTANCE OF MT. DORA, LTD.

CHECK RETURNED _____; BALANCE DUE 60.00; DOCUMENT RETURNED _____;
DOCUMENT PENDING XX.

1. _____ NAME IS NOT AVAILABLE.
2. _____ A current certified copy of your Articles of Incorporation and any amendments is required. The copy must be certified by the proper State official who has custody of the records pertaining to corporations in your State (WITHIN THE PAST NINE MONTHS).
3. _____ The certified copy must be legible. It must be a positive copy, black print with white background.
4. _____ Number(s) _____ must be completed on our attached Corp. Form 31.
5. _____ Letters "G" and "H" should be corrected as follows, "G" SHOULD BE: _____, "H" SHOULD BE: _____. Please check your calculations.
6. _____ The attached must be completed for _____.
7. _____ A resolution of the Board of Directors adopting a fictitious name for the use in Florida must be submitted.
8. _____ Registered Agent must be designated. Registered Agent failed to sign.
9. _____ The attached annual report must be completed and returned.
10. _____ Section 620.02, F. S., requires that Limited Partnerships be sworn to. The words "SWEAR TO or SWORN TO" must be in the document.
11. _____ Original signatures of all partners must be obtained or we must have a copy of the power of attorney.
12. _____ The exact amount of invested capital must be listed on Line 3. The report must be signed by the general partner or the preparer.
13. XX The above limited partnership was cancelled 7-26-80, for failure to file the annual report(s) for the year(s) 1981.
14. XX To Reinstate the above L. P., 620.31, F. S., requires that all delinquent reports and fees must be filed and paid prior to the issuance of a preliminary certificate. Please complete and return the attached report(s) with the proper filing fee(s). 1980 & 1981
15. _____ We have no record of the above document(s) in our files.
16. _____ OTHER:

National Corporation for Housing Partnerships



If there are any questions, please return
attached to:

Ms. Ilona F. Bush
National Corporation for Housing Partnerships
1133 - 15th Street, N.W.
Washington, D.C. 20005

(202) 828-5952

Thank you.

1981

FILED
OCT 14 6 40 AM '81
FBI TAMPA FLORIDA

ANNUAL REPORT LIMITED PARTNERSHIP

TO: Honorable Secretary of State
The Capitol
Tallahassee, Florida 32304

Name of Partnership Housing Assistance of Mt. Dora, Ltd.
Principal Place of Business 1215 Louisiana Avenue, P.O. Box Drawer 1268, Winter Park, Fla. 32790
Amount of Invested Capital \$100.00
Date Formed February 20, 1978

NAME AND ADDRESSES OF PARTNERS:

GENERAL:

ADDRESS:

The National Housing Partnership 1133 - 15th Street, N.W., Wash. D.C. 20005

Acquest, Inc. 1215 Louisiana Ave., Winter Park, Florida 32790

LIMITED:

ADDRESS:

see attached list

FILED
OCT 14 6 40 AM '81
TALLAHASSEE, FLORIDA

General Nature of Business housing development

We, the undersigned, certify that the above statement is true and correct to the best of our knowledge and belief.

David L. Smith
David L. Smith, Senior Vice President
The National Housing Partnership,
by National Corporation for Housing
Partnerships, its sole general partner
July 1, 1981

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.

United Partners:

Robert V. Bass

Richard N. Close

Cashell Donahoe, Jr.

James R. Dunaway, Jr.

Allan B. Fendrick

Jerry L. Fitzgibbons
Stephanie S. Fitzgibbons, TIC

Lance Stewart Gad

Aron S. Gordon

Joe J. Johnson, Jr.

Robert E. Merrill

Irwin H. Metzger

R. D. Pechero

E. Keith Pettigrew

Kenneth E. Reidland

William P. Sage

Kenneth R. Smith

Gloria L. Tennison

Billy Dale Watkins

Boyd R. Watkins

Address:

4108 Windsor Parkway
Dallas, Texas 75205

85 Highland Circle
Wayland, Massachusetts 01778

307 Buckingham
Victoria, Texas 77901

3717 Wren Drive
Pt. Worth, Texas 76133

30 Canterbury Road
White Plains, New York 10607

8029 Carrick Street
Pt. Worth, Texas 76116

6 Peter Cooper Road, #8F
New York, New York 10010

820 Fannin
Houston, Texas 77002

1232 W. Shaw
Pt. Worth, Texas 76110

12420 Green River Drive
Houston, Texas 77044

50 Sutton Place South
New York, New York 10022

2412 Park Circle
McAllen, Texas 78501

P. O. Box 73069
Houston, Texas 77090

1217 Iris
McAllen, Texas 78501

106 Spokane
Victoria, Texas 77901

3605 Plumb
Houston, Texas 77005

4600 Broad Street
Pt. Worth, Texas 76107

1004 Jousting Place
Austin, Texas 78746

1134 Brand Lane
Stafford, Texas 77477

Harry Weiss, CP

11330 Valleydale
Dallas, Texas 75230

William M. Wilkinson
Jane R. Wilkinson, CP

1411 Scenic Drive, Northeast
Tacoma, Washington 98422

David L. Winn

2400 N. Braeswood, #102
Houston, Texas 77030

Francis W. Winn

10214 Inwood Road
Dallas, Texas 75229

Stephen T. Winn

6748 Mossvine Place
Dallas, Texas 75240

C. T. CORPORATION SYSTEM

1195

PETER CASH ACCOUNT

15-55/540

September 14th 1981

PAY TO THE ORDER OF Sentinel Star Company

\$ 15.45

Fifteen and 45/100

DOLLARS

AMERICAN SECURITY BANK, N.A.

1000 STREET, S.W.
WASHINGTON, D.C.

FOR Inv. #119961

Mailey

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⑈0000001545⑈

SENTINEL STAR COMPANY
LEGAL ADVERTISING

CT CORPORATION SYSTEM
918-16TH ST NW
WASHINGTON DC 20006

P.O. BOX 2833
ORLANDO, FLORIDA 32802

DATE 9/ 8/81
ACCOUNT L C00013
INVOICE NO. 119961

I N V O I C E

DATE	REFERENCE	DESCRIPTION	AMOUNT
9/ 8	759	275 MISCELLANEOUS-HOUSING ASSISTANCE	15.45
		TOTAL DUE	15.45

IMPORTANT
PLEASE RETURN THIS COPY WITH
PAYMENT TO INSURE PROPER CREDIT

CUSTOMER COPY

THIS IS FOR LEGAL ADVERTISING ONLY

SENTINEL STAR

Published Daily
Orlando, Orange County, Florida

State of Florida)
COUNTY OF ORANGE) SS

ADVERTISING CHARGE \$15.45

Before the undersigned authority personally appeared
Virginia Hollingsworth, who on oath says that
she is the Legal Advertising Representative of the Sentinel Star, a Daily newspaper
published at Orlando, in Orange County, Florida; that the attached copy of ad-
vertisement, being a Public Notice in the matter of
Reinstatement Limited Partnership HOUSING
ASSISTANCE OF MT. DORA, LTD in the _____ Court,
was published in said newspaper in the issues of _____
September 6, 1981

Affiant further says that the said Sentinel Star is a newspaper published at Or-
lando, in said Orange County, Florida, and that the said newspaper has heretofore
been continuously published in said Orange County, Florida, each Week Day and has
entered as second-class mail matter at the post office in Orlando, in said Orange
County, Florida for a period of one year next preceding the first publication of the
attached copy of advertisement; and affiant further says that he/she has neither
paid nor promised any person, firm or corporation any discount, rebate, commission
or refund for the purpose of securing this advertisement for publication in the said
newspaper.

Virginia Hollingsworth
Sworn to and subscribed before me this 8th day
of September A.D., 19 81

Maurice M. Manning
Notary Public
Notary Public, State of Florida at Largo
My Commission Expires May 14, 1986 No. AD-391A
Bonded by American Fire & Casualty Co.

LEGAL NOTICE
STATE OF FLORIDA
DEPARTMENT OF STATE
I HEREBY REVOKE ASSISTANCE OF
MT. DORA, LTD heretofore a Limited
Partnership formed under Chapter 689,
Florida Statutes, having its principal
place of business in WINTER PARK,
FLORIDA with duly cancelled for failure
to file 1980 Annual Report Pursuant to
the provisions of Section 609.31, Florida
Statutes. I hereby give NOTICE to OR-
ANGE COUNTY Bonds that said limited
partnership has filed an delinquent re-
ports and paid all fees required there-
on.
I hereby revoke said limited partner-
ship's Certificate of Authority as of Oc-
tober 31, 1979 the year for which the
limited partnership was last granted a
Certificate of Authority
Given under my hand and the
Great Seal of the State of Flor-
ida at Tallahassee the Capital
City on the 18th day of AUGUST,
1980
/s/ George F. Rogers
Secretary of State August 6, 1981
LS-154-10



SE 02
 SE 02
 SE 02

SEP

005 0944 B/26/80
 30.00CKTD

SEP 29 80

DEPOSIT ONLY
 MAY ANY BANK P.E.S.
 62-168 01 60-668

SEP

ADDR 70817



NATIONAL CORPORATION FOR HOUSING PARTNERSHIPS

1125 FIFTEENTH STREET, N. W.
WASHINGTON, D. C. 20005

PITTSBURGH NATIONAL BANK

8846

8-9
430

REGISTERED 5302 1/7
80969075302 1/7

PAY

TO THE ORDER OF

Secretary of State
Florida

AMOUNT

\$*30.00**

DATE

July 30, 1980

Donald D. ...
Donald D. ...

#00008846# 0043000096#

8 849849#

#0000003000#



National Corporation for Housing Partnerships

LP6329

H

If there are any questions, please return attached to:

Ms. Ilona F. Bush
National Corporation for Housing Partnerships
1133 - 15th Street, N.W.
Washington, D.C. 20005

(202) 828-5952

Thank you.

JUN 13 9 15 AM '82
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

1982

20/14/82

30.00
30.00

DCC
4/15/82

ANNUAL REPORT LIMITED PARTNERSHIP

71

TO: Honorable Secretary of State
The Capitol
Tallahassee, Florida 32304

Name of Partnership Housing Assistance of Mt. Dora, Ltd.
Principal Place of Business 1215 Louisiana Avenue, P.O. Box Drawer 1268, Winter Park, Fla.
Amount of Invested Capital \$100.00 32790
Date Formed February 20, 1978

NAME AND ADDRESSES OF PARTNERS:

GENERAL:

ADDRESS:

The National Housing Partnership 1133 - 15th Street, N.W., Wash.D.C. 20005
Arquest, Inc. 1215 Louisiana Avenue, Winter Park, Fla. 32790

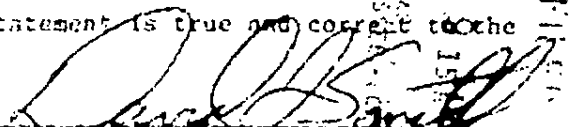
LIMITED:

ADDRESS:

see attached list

General Nature of Business housing development

We, the undersigned, certify that the above statement is true and correct to the best of our knowledge and belief.


David L. Smith, Sr. Vice-President
The National Housing Partnership
By National Corporation for Housing
Partnerships, its sole general partner
December 28, 1981

RECORDED
TALLAHASSEE, FLA.
JAN 13 1982

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.



GEORGE FIRESTONE
SECRETARY OF STATE

Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304

D. W. McKINNON, DIRECTOR
DIVISION OF CORPORATIONS

AC6329
HOUSING ASSISTANCE OF MT. DGRA, LTD.
C/O ACQUEST LTD.
1215 LOUISIANA AVE
WINTER PARK, FL

3779C

Under Florida law it is necessary that your limited partnership file an Annual Report and pay the filing fee on or before January 1, in order to receive from this office a "Certificate of Authority" to do business during the coming calendar year.

On the reverse side of this letter is a form to be completed and returned to this office with a check to cover the filing fee. This fee is figured at the rate of \$4 a thousand on total contributions with a minimum of \$30 and a maximum of \$1000.

If the above requirements are not complied with, Chapter 620, Florida Statutes, requires the limited partnership be removed from the active files of this office and the name made available for use by any other party.

Please let us know if we may be of assistance in this matter.

Limited Partnerships

Indexed Partners:

Address:

Robert E. Bass	4108 Windsor Parkway Dallas, Texas 75205
Richard N. Close	85 Highland Circle Wayland, Massachusetts 01778
Cashell Donahoe, Jr.	307 Buckingham Victoria, Texas 77901
James R. Dunaway, Jr.	3717 Wren Drive Ft. Worth, Texas 76133
Allan B. Fendrick	30 Canterbury Road White Plains, New York 10607
Jerry L. Fitzgibbons Stephanie S. Fitzgibbons, TIC	8029 Carrick Street Ft. Worth, Texas 76116
Lance Stewart Cad	6 Peter Cooper Road, #8F New York, New York 10010
Aron S. Gordon	820 Fannin Houston, Texas 77002
Joe J. Johnson, Jr.	1232 W. Shaw Ft. Worth, Texas 76110
Robert L. Merrill	12420 Green River Drive Houston, Texas 77044
Irvin H. Metzger	50 Sutton Place South New York, New York 10022
R. D. Pechero	2412 Park Circle McAllen, Texas 78501
E. Keith Pettigrew	P. O. Box 73069 Houston, Texas 77090
Kenneth E. Reidland	1217 Iris McAllen, Texas 78501
William P. Seye	106 Spokane Victoria, Texas 77901
Kenneth R. Smith	3605 Plumb Houston, Texas 77005
Gloria L. Tension	4600 Broad Street Ft. Worth, Texas 76107
Willy Dale Watkins	1004 Jousting Place Austin, Texas 78746
Boyd N. Watkins	1134 Brand Lane Stafford, Texas 77477

Harry Weiss, CP

11330 Valleydale
Dallas, Texas 75230

William M. Wilkinson
Jane R. Wilkinson, CP

1411 Scenic Drive, Northeast
Tacoma, Washington 98422

David L. Winn

2400 N. Braeswood, #102
Houston, Texas 77030

Francis W. Winn

10214 Inwood Road
Dallas, Texas 75229

Stephen T. Winn

6748 Mossvine Place
Dallas, Texas 75240

LP 6329

National Corporation for Housing Partnerships

H

If there are any questions, please return attached to:

Ms. Ellen Pauling
National Corporation for Housing Partnerships
1133 - 15th Street, N.W.
Washington, D.C. 20005

(202) 828-5952

Thank you.

005 1321 11/17/82

005 1321 11/17/82

30.00 2
30.00 TL

1983

Account	
Availability	
Department	DM
Extension	DM 11-19
Usage	
Unit	
Value	
Amount	AM
WP	gjc

Nov 17 11 04 AM '82
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

COPY
 FILING 30
 30
 RECEIVED

FILED

ANNUAL REPORT LIMITED PARTNERSHIP
FOR 1983

71

TO: Honorable Secretary of State
The Capitol
Tallahassee, Florida 32304

Name of Partnership Housing Assistance of Mt. Dora, Ltd.

Principal Place of Business 1215 Louisiana Avenue, P.O. Box Drawer 1268, Winter Park, Fla 32790

Amount of Invested Capital \$100.00

Date Formed February 20, 1978

NAME AND ADDRESSES OF PARTNERS:

GENERAL:

ADDRESS:

The National Housing Partnership 1133-15th Street, N.W., Washington, D.C. 20005

Acquest, Inc. 1215 Louisiana Avenue, Winter Park, Fla 32790

LIMITED:

ADDRESS:

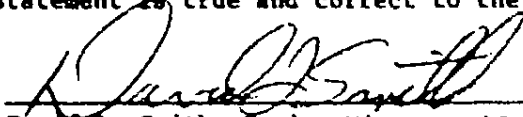
See attached list

General Nature of Business housing development

FILED
Mar 17 11 04 AM '83
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned, certify that the above statement is true and correct to the best of our knowledge and belief.

The Limited Partnership Agreement gives the National Housing Partnership the authority to execute all documents on behalf of all partners.


David L. Smith, Senior Vice President
The National Housing Partnerships
By National Corporation for Housing Partnerships, its sole general partner

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.

United Partners:

Address:

Robert T. Bass	4108 Windsor Parkway Dallas, Texas 75205
Richard H. Closs	85 Highland Circle Wayland, Massachusetts 01778
Cashell Donahoe, Jr.	307 Buckingham Victoria, Texas 77901
James R. Dunaway, Jr.	3717 Wren Drive Ft. Worth, Texas 76133
Allan B. Fedrick	30 Canterbury Road White Plains, New York 10607
Jerry L. Fitzgibbons Stephanie S. Fitzgibbons, TIC	8029 Carrick Street Ft. Worth, Texas 76116
Lance Stewart Gad	6 Peter Cooper Road, #8F New York, New York 10010
Aron S. Gordon	820 Fannin Houston, Texas 77002
Joe J. Johnson, Jr.	1232 W. Shaw Ft. Worth, Texas 76110
Robert E. Merrill	12420 Green River Drive Houston, Texas 77044
Irwin H. Metzger	50 Sutton Place South New York, New York 10022
E. D. Peckero	2412 Park Circle McAllen, Texas 78501
E. Keith Pettigrew	P. O. Box 73069 Houston, Texas 77090
Kenneth E. Ridland	1217 Iris McAllen, Texas 78501
William P. Sage	106 Spokane Victoria, Texas 77901
Kenneth E. Smith	3605 Plumb Houston, Texas 77003
Cloria L. Tennessee	4600 Broad Street Ft. Worth, Texas 76107
Billy Dale Wehms	1004 Jousting Place Austin, Texas 78746
Boyd R. Wehms	1134 Brand Lane Stafford, Texas 77477

Harry Weiss, CP

11330 Valleydale
Dallas, Texas 75230

William M. Wilkinson
Jane R. Wilkinson, CP

1411 Scenic Drive, Northeast
Tacoma, Washington 98422

David L. Winn

2400 N. Braeswood, #102
Houston, Texas 77030

Francis W. Winn

10214 Inwood Road
Dallas, Texas 75229

Stephen T. Winn

6748 Mossvine Place
Dallas, Texas 75240

National Corporation for Housing Partnerships

H

LP 6329

If there are any questions, please return the attached to:

Ms. Ellen Pauling, Senior Legal Assistant
National Corporation for Housing Partnerships
1133-15th Street, N.W.
Washington, D.C. 20005

Area Code 202, 828-5952

0007 12/13/83
308 8 3...

Thank you for your consideration in this matter.

FILED
DEC 12 PM 2:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Name
Availability
Document
Executive
10m
DM
DEC 13 1983
DEC 14 1983
W. P. Vermyer
BJR

DUPLICATE COPY OR BEFORE DECEMBER 31, 1981

LIMITED PARTNERSHIP
ANNUAL REPORT
1984



THE DEPARTMENT OF STATE
OFFICE OF THE
SECRETARY OF STATE
DIVISION OF CORPORATIONS

FILED

DEC 12 9 2 01

Read Notice and Instructions on Other Side Before Making Entries

Filing Fee Required - Make Checks Payable To: Secretary of State, Florida

1 Name and Mailing Address of Limited Partnership		2 Enter One of the Following	
106329 HOUSING ASSISTANCE OF MT. DORA, LTD. C/O ACQUEST LTD. 1215 LOUISIANA AVE., P.O. DRAWER 1268 WINTER PARK, FL 32790		1 Enter One of the Following Mailing Address City State Zip Code	

3 Date Registered To Do Business in Florida	4 Date of Last Report
02/20/1978	11/17/1982

5 Invested Capital: **\$100.00***

INVESTED CAPITAL IS DEFINED AS THE LIMITED PARTNERS CONTRIBUTIONS AS ORIGINALLY FILED OR LAST AMENDED WITH THIS OFFICE

Filing fee is figured at the rate of \$4.00 per thousand on invested capital, but in no case shall the amount be less than \$30.00 nor more than \$1,000.00. Filing fee is prorated where the partnership has not been in existence twelve months prior to December 31.

For questions concerning invested capital or filing fees please call (904) 488-9840.

I hereby certify that the above statements are true and correct to the best of my knowledge and belief

Signature: <i>Michael D. Noonan</i>		Date: November 15, 1983
Name of Signing General Partner: The National Housing Partnership	Title: Vice President	Telephone Number: 202-828-5952
By: National Corporation for Housing Partnerships, its sole General Partner		

IMPORTANT

DUE DATE ON OR BEFORE JANUARY 1, 1985

LIMITED PARTNERSHIP

ANNUAL REPORT

1985



George F. Johnson
Secretary of State
DIVISION OF CORPORATIONS

FILED
MAR - 2 22 PM '85

Read Notice and Instructions on Other Side Before Making Entries
Filing Fee Required - Make Checks Payable To: Secretary of State

1. Name and Mailing Address of Limited Partnership		2. Enter Change of Address of Limited Partnership	
AG6329 HOUSING ASSISTANCE OF MT. DORA, LTD. C/O ACQUEST LTD. 1215 LOUISIANA AVE., P.O. DRAWER 1268 WINTER PARK, FL 32790		Mailing Address c/o National Housing Partnership Principal Street Address 1133 15th Street, NW City Washington, D.C. 20005 State Zip Code	
If above address is incorrect in any way, enter the correct address in item 2. Include Zip Code.			

3. Where Registered To Do Business in Florida	4. State or Country of Formation
03/29/1973	Florida

5. Name of Partnership	6. Capital Contributions \$
AG6329	100.00*
CAPITAL CONTRIBUTION IS DEFINED AS THE LIMITED PARTNERS CONTRIBUTIONS AS ORIGINALLY FILED OR LAST AMENDED WITH THIS OFFICE.	
7. Filing Fee	8. Filing Fee is figured at the rate of \$4.00 per thousand on CAPITAL CONTRIBUTION, but in no case shall the amount be less than \$20.00 nor more than \$250.00. For questions concerning capital contributions or filing fees please call (904) 488-9840.
37.75	

9. Acknowledged by each General Partner		
Name of General Partner	Street Address of Each General Partner (Do NOT use Post Office Box Numbers)	City and State
W. H. Verity		
The National Housing Partnership	1133 15th Street, NW	Washington, D.C. 20005
Acquest, Inc.	1215 Louisiana Ave. P.O. Box 1268	Winter Park, FL 32790

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.

10. IMPORTANT - THIS SECTION MUST BE COMPLETED if this limited partnership amended its certificate to reflect an increase in the capital contributions since the last annual report?	11. IMPORTANT - THIS SECTION MUST BE COMPLETED if amendments have been filed with this office? (Note: If answer is NO, this report cannot be processed until all amendments have been filed)
YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

12. Name of Signing General Partner	13. Title	14. Date
The National Housing Partnership	Vice President	December 14, 1984
		Telephone Number
		202/828-5952

By: National Corporation for Housing Partnerships, its Sole General Partner

DISTRICT OF COLUMBIA

COUNTY OF

BEFORE ME this day personally appeared Michael D. Noonan who being duly sworn deposes and says that the statements contained in the foregoing Annual Report are true and correct.

WITNESSED AND SUBSCRIBED before me this 14th day of December 1984

My Commission Expires 11/30/87

Ellen Patricia Pauling
Notary Public

IMPORTANT

DUE DATE ON OR BEFORE JANUARY 1, 1986

LIMITED PARTNERSHIP ANNUAL REPORT



FLORIDA DEPARTMENT OF STATE George F. Restine Secretary of State DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

FILED

Dec 6 8 49 AM '85

1986

Read Notice and Instructions on Other Side Before Making Filing Fee Required - Make Checks Payable To: Secretary of State

SECRETARY OF STATE SEE FLORIDA

Name and Filing Address of Limited Partnership

HOUSING ASSISTANCE OF MT. DORA, LTD. C/O NATIONAL HOUSING PARTNERSHIP 1133 15TH STREET, N.W. WASHINGTON, D.C. 20005

2 Enter Change of Address of Limited Partnership

Mailing Address

Principal Street Address

City

State

Zip Code

Appropriate to be checked in any city enter the address of the partner

Date of Formation

02/20/1978

State or County of Formation

FLORIDA

Filing Fee

Document Examined

LYN

Up Date

LYN

Up Date Verified

LYN

Acknowledgment

LYN

JP Verifier

LYN

Capital Contribution \$100.00

CAPITAL CONTRIBUTION IS DEFINED AS THE LIMITED PARTNER'S CONTRIBUTIONS AS ORIGINALLY MADE OR LAST AMENDED WITH THIS NOTICE.

By Act of the State of Florida on CAPITAL CONTRIBUTION but in no amount the 1978 limit \$50000 shall exceed \$27000. For questions concerning questions of this type please call (813) 424-1242. Please refer to 1980 Annual Report with a checklist of U.S. Dollars payable to SEC. of State.

Name and Filing Address of Each General Partner

Name of General Partner

ACQUEST, INC. NATIONAL HOUSING PART

Name and Filing Address of Each General Partner (Do NOT Use Post Office Numbers)

1215 LOUISIANA AVE 1133 15TH ST. NW

City and State

WINTER PARK, FL WASHINGTON, D.C.

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.

Has Partnership Been Amended? YES [] NO [X]

IMPORTANT: THIS SECTION MUST BE COMPLETED Have all amendments been filed with this office? YES [X] NO []

Signature of Michael D. Noonan

Michael D. Noonan

November 11, 1985

NATIONAL HOUSING PARTNERSHIP National Corporation for Housing Partnership

Vice President

Telephone Number (202) 828-5952

DISTRICT OF COLUMBIA COUNTY OF

Michael D. Noonan

I, Michael D. Noonan, do hereby certify and say that the statements contained in the foregoing Annual Report are true and correct.

11th day of November 1985

Ellen Patricia Gaskins

DUE DATE ON OR BEFORE JANUARY 1, 1987

LIMITED PARTNERSHIP
ANNUAL REPORT
1987



FLORIDA DEPARTMENT OF STATE
George Frestone
Secretary of State
DIVISION OF CORPORATIONS

DO NOT WRITE IN THESE SPACES

FILED

Dec 31 1 17 PM '88

Read instructions on Other Side Before Making Filing Fee Required - Make Checks Payable To: Secretary of State
TALLAHASSEE, FLORIDA

1. Name and Mailing Address of Limited Partnership HOUSING ASSISTANCE OF MT. CORA, LTD. C/O NATIONAL HOUSING PARTNERSHIP 1133 15TH STREET, N.W. WASHINGTON, D.C. 20005	2. Current Mailing Address of Limited Partnership Mailing Address 1225 Eye Street, N.W. City Washington, DC State 20005
--	--

3. Date of Filing 02/20/1978	4. State or Country of Formation FLORIDA	5. For Office Use Only
6. Total Capital Contribution 100.00*	CAPITAL CONTRIBUTION IS DEFINED AS THE LIMITED PARTNER CONTRIBUTIONS WHICH ARE ORIGINALLY FILED OR LAST AMENDED WITH THIS OFFICE	Document Filing SPT Licenses SPT Update Number SPT Agency Signature SPT Ex. D. Number SPT Filing Fee 33

7. Name of General Partner ADQUEST, INC. NATIONAL HOUSING PART	8. Address of Each General Partner 1215 LOUISIANA AVE 1133 15TH STREET 1225 Eye Street, N.W.	9. Address of Each General Partner WINTER PARK, FL WASHINGTON, D.C.
--	---	---

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner

REGISTERED AGENT INFORMATION

United States Corporation Company
216 West Georgia Street
Tallahassee, FL 32301

United States Corporation Company
Carol O'Keefe
12/29/78

EFFECTIVE JANUARY 1, 1987, A REGISTERED AGENT AND AN ADDITIONAL FEE OF \$3 IS REQUIRED

Linda G. Davenport
12/18/88
Linda G. Davenport, Senior Vice President, (202) 326-8200
National Housing Partnership, General Partner of Housing Assistance of Mt. Cora, Ltd. Limited Partnership.
District of Columbia

LIMITED PARTNERSHIP
ANNUAL REPORT
1988



FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

Read Instructions on Other Side Before Making Entries
Filing Fee Required — Make Checks Payable To: Department of State

1. Name and Mailing Address of Limited Partnership AC6329 HOUSING ASSISTANCE OF MT. ODRA, LTD. C/O NATIONAL HOUSING PARTNERSHIP 1225 EYE STREET, N.W. WASHINGTON, D.C. 20003	2. Exact change of Address of Limited Partnership Mailing Address Principal Street Address City State To Care
---	---

3. Date Registered To Do Business in Florida 02/20/1978	4. State or Counties of Formation FLORIDA
5. Amount of Capital Contribution \$ 100.00*	
CAPITAL CONTRIBUTION IS DEFINED AS THE LIMITED PARTNER'S CONTRIBUTIONS TO HIS ORIGINALLY FILED OR LAST AMENDED WITH THIS OFFICE.	

FOR FISCAL USE ONLY

12/31/87 00887 010
LIMITED PARTNERSHIP
LTD PARTNERSHIP
TOTAL 00.00

* If a fee is charged at the rate of \$4.00 per increase in CAPITAL CONTRIBUTION then in no case will the amount be less than \$100.00 nor more than \$250.00. For questions concerning capital contributions or filing fees please call (704) 487-7046. Please submit your 1988 Annual Report and a certificate of U.S. Dollars payable at par at a financial institution located in the U.S.

Name of General Partner(s)	Address of Each General Partner(s) (Do NOT Use Post Office Box Number)	City and State
1. REQUEST, INC. NATIONAL HOUSING PART	1215 LOUISIANA AVE 1225 EYE STREET	WINTER PARK, FL WASHINGTON, D.C.

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner

6. LIMITED PARTNER INFORMATION UNITED STATES CORPORATION COMPANY 106 W. GEORGIA AVE ATLANTA, GA 30334	OFFICE USE ONLY Document Examiner Lipson Horton Filing Fee
--	--

Note: The Registered Agent MAY NOT be changed on this form; an Amendment must be filed.

By: The National Housing Partnership, a general partner
By: National Corporation for Housing Partnerships, its sole general partner

Michael D. Noonan 1/12/88
Michael D. Noonan Vice President and Deputy General Counsel 202/327-6247

2000X Washington, D.C. 20004X

Michael D. Noonan

9/20/82
Mildred C. Bonds

File Now! Due on or before January 1, 1989

LIMITED PARTNERSHIP
ANNUAL REPORT
1989



FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

FEB 20 17 45 1989

Read Instructions on Other Side Before Making Entries
Filing Fee Required—Make Checks Payable To: Department of State

1 Name and Mailing Address of Limited Partnership
A06329
HOUSING ASSISTANCE OF MT. DORA, LTD.
C/O NATIONAL HOUSING PARTNERSHIP
1225 EYE STREET, N.W.
WASHINGTON, D.C. 20005

2 Other Change of Address of Limited Partnership
Mailing Address
Principal Street Address
City
State To City

3 Filing Address of Limited Partnership (If different from Mailing Address)
Name of Mailing To Code

5 Date Registered in Florida
02/20/1978
6 Reported Capital Contributions as Shown in Report
\$100.00*

4 State or County of Formation
FLORIDA
7 Actual Amount of Capital Contributions

FOR FISCAL USE ONLY

* If the amount of the total net income or CAPITAL GAINS EXCEEDED \$100.00, but if no more than \$100.00 was received by any one partner more than \$200.00. For a partner's withholding check, a minimum of \$100.00 must be paid. Please attach your 1989 Annual Report with a reference to U.S. Dollars payable in part at a financial institution located in the U.S.

RECEIVED 20007 000
LIMITED PARTNERSHIP
TO FILING OFFICE
MARSHALLS DEPARTMENT OF STATE

8 Name and Business Address of General Partner

ACQUEST, INC.
NATIONAL HOUSING PART

1215 LOUISIANA AVE
1225 EYE STREET

WINTER PARK, FL
WASHINGTON, D.C.

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.

REGISTERED AGENT INFORMATION

UNITED STATES CORPORATION COMPANY
226 W GEORGIA AVE

TALLAHASSEE, FL

323010000

OFFICE USE ONLY

2/20/89

Note: The Registered Agent MAY NOT be changed on this form; an Amendment must be filed.

National Housing Partnership, its general partner, by National Corporation for Housing Part-
nerships, its sole general partner

Michael D. Noonan
Vice President and Deputy
General Counsel

February, 1989
(202) 347-6247

District of Columbia

Michael D. Noonan

February

Richard C. Bane

9/20/82

File Now! Due on or before January 1, 1990

UNITED PARTNERSHIP
ANNUAL REPORT
1990



FLORIDA DEPARTMENT OF STATE
Tallahassee, Florida
BUREAU OF CORPORATIONS

FOR SOLE WRITE IN THIS SPACE

OCT 26 11 14 AM '89
TALLAHASSEE, FLORIDA

Read Instructions on Other Side Before Making Entries
Filing Fee Required—Make Checks Payable To: Department of State

A05329
HOUSING ASSISTANCE OF MT. DORA, LTD.
C/O NATIONAL HOUSING PARTNERSHIP
1225 EYE STREET, N.W.
WASHINGTON, D.C. 20005

2. Enter Complete Address of Limited Partnership
Mailing Address
City
State
Zip

02/20/1978
FLORIDA
\$100.00*

FOR FISCAL USE ONLY

10/20/89-0000-004
UNITED PARTNERSHIP HOUSING
LTD. PARTNERSHIP
TOTAL

52-1880750

ACQUEST, INC.
NATIONAL HOUSING PART

1215 LOUISIANA AVE
1225 EYE STREET

WINTER PARK, FL
WASHINGTON, D.C.

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.



UNITED STATES CORPORATION COMPANY
110 NORTH MAGNOLIA STREET
TALLAHASSEE, FL 32301-0000

OFFICE USE ONLY

ACP 10-26-89
ACP
\$30.00

HOUSING ASSISTANCE OF MT. DORA, LTD.

(Note: The Registered Agent MAY NOT be changed on this form; an Amendment must be filed.

by The National Housing Partnerships, its general partner

by National Corporation for Housing Partnerships, its sole general partner

October 17, 1989

John W. Bannister

Executive Vice President

202/147-6077

Abstract of Filings

1989-1990

October

Bookend of volume

File Now! Due on or before January 1, 1991

LIMITED PARTNERSHIP ANNUAL REPORT 1991



FLORIDA DEPARTMENT OF STATE Jim Smith Secretary of State DIVISION OF CORPORATIONS

DO NOT WRITE IN THESE SPACES 1500 NOV 15 1990 11:51 AM TALLAHASSEE, FLORIDA

Read Instructions on Other Side Before Making Entries. Filing Fee Required - Make Checks Payable To: Department of State

1. Name and Mailing Address of Limited Partnership

A06329 HOUSING ASSISTANCE OF MT. DORA, LTD. C/O NATIONAL HOUSING PARTNERSHIP 1225 EYE STREET, N.W. WASHINGTON, D.C. 20005

If above address is incorrect in any way, enter the address in item 2, include Zip Code

2. Enter Change of Address of Limited Partnership Mailing Address

Principal Street Address

City

State

Zip Code

3. Date Registered to Do Business in Florida 02/20/1978

4. State or Country of Formation FLORIDA

5a. Anticipated Capital Contributions as Shown on Record \$100.00*

5b. Actual Amount of Capital Contributions

6. Filing fee is figured at the rate of \$7.00 per thousand on CAPITAL CONTRIBUTIONS but in no case shall the amount be less than \$50.50 nor more than \$437.50. For questions concerning capital contributions or filing fees please call (904) 487-7161. Please submit your 1991 Annual Report with a remittance of U.S. Dollars payable as per a financial institution located in the U.S.

FOR FISCAL USE ONLY

-11/16/90--00042--011

L/P R/R'S 52.50

LTD PARTNERSHIP-----***\$22.50

TOTAL-----***\$22.50

7. Federal Employer Identification Number 52-1880750

8. FEI Number Applied For FEI Number Not Applicable

99.95 Additional Fee required for a Certificate of Status

CERTIFICATE OF STATUS

Name and Business Address of Each General Partner

Table with 3 columns: Names of General Partner(s), Address of Each General Partner(s), City and State. Row 1: ACQUEST, INC. NATIONAL HOUSING PART, 1215 LOUISIANA AVE 1225 EYE STREET, WINTER PARK, FL WASHINGTON, D.C.

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.

REGISTERED AGENT INFORMATION

10. Name and Address of Current Registered Agent

UNITED STATES CORPORATION COMPANY 110 NORTH MAGNOLIA STREET TALLAHASSEE, FL 32301

Name

Street Address 1 (DO NOT Use PO Box Number)

Street Address 2 (DO NOT Use PO Box Number)

City and State

FL

Zip Code

12. I warrant the provisions of Sections 620.101 and 620.102, Florida Statutes, the above-named Limited Partnership was organized or registered under the laws of the State of Florida, and that the location of changing its registered office or registered agent or both in the State of Florida. Such change was authorized by its General Partner(s).

I warrant, upon the appointment of registered agent, I am familiar with and accept the obligations of Section 620.102, F.S.

13. I, the Registered Agent, Accepting Appointment, DATE

14. I warrant the information disclosed on this annual report is true and accurate and that my signature shall have the same legal effect as if made by the General Partner(s) of the Limited Partnership.

By: The National Housing Partnership, General Partner ASSISTANT SECRETARY By: National Organization for Housing Partnerships

its sole General Partner District of Columbia City of Washington

9/30/92 22ND October Childred C. Back 90

File Now! Due on or before January 1, 1992

LIMITED PARTNERSHIP ANNUAL REPORT 1992



FLORIDA DEPARTMENT OF STATE 220 SANDH Secretary of State DIVISION OF CORPORATIONS

APPROVED AND FILED 1991 DEC 31 PM 3:30 SECRETARY OF STATE TALLAHASSEE, FLORIDA

DO NOT WRITE IN THIS SPACE.

Read Instructions on Other Side Before Making Entries. Filing Fee Required - Make Checks Payable To Department of State

1. Name of Limited Partnership: DOCUMENT # A06329

CAR-RT SORT ** CR15 HOUSING ASSISTANCE OF MT. DORA, LTD. C/O NATIONAL HOUSING PARTNERSHIP 1225 EYE STREET, N.W. WASHINGTON, D.C.

20005

2. Enter Change of Address of Limited Partnership (Mailing Address)

Principal Street Address

City

State

Zip Code

FOR FISCAL USE ONLY

3. Date of Incorporation or Business in Florida

02/20/1978

4. State or Country of Formation

FLORIDA

5a. Total Contributions as Shown in Return

\$100,00*

5b. Actual Amount of Capital Contributions in Florida

6. Annual Report Filing Fee: a report of the kind of \$7.50 per this report on ANNUAL CAPITAL CONTRIBUTION... Please submit your 1992 Annual Report with a remittance of U.S. Dollars payable in person at a financial institution located in the U.S. Make checks payable to Department of State.

7. Telephone Number: 52-1880750

8. 75 Additional Fee required for a Certificate of Status CERTIFICATE OF STATUS DESIGNATION

8. Name and Business Address of Each General Partner

ACQUEST, INC. NATIONAL HOUSING PART

1215 LOUISIANA AVE 1225 EYE STREET

WINTER PARK, FL WASHINGTON, D.C.

12/31/91 D.D.S.

Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.

REGISTERED AGENT INFORMATION

9. Name and Address of Current Registered Agent

UNITED STATES CORPORATION COMPANY 110 NORTH MAGNOLIA STREET TALLAHASSEE, FL

32301

10. Name and Address of Home Registered Agent

Name

Home Address 1 (Do NOT use PO Box Number)

Home Address 2 (Do NOT use PO Box Number)

City and State

FL

Zip Code

By: National Housing Partnership, General Partner

By: National Corporation for Housing Partnerships, its sole General Partner

Mildred G. Banks - Assistant Secretary

District of Columbia

Mildred G. Banks 274

December

DUE ON OR BEFORE JANUARY 1, 1993 (NOTE NEW FILING FEE)

FILED

92 FEB -2 PM 3:09

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

LIMITED PARTNERSHIP

ANNUAL REPORT
1993



FLORIDA DEPARTMENT OF STATE
D. Jim Smith
Secretary of State
DIVISION OF CORPORATIONS

Read Instructions on Other Side Before Making Entries. Filing Fee Required - Make Checks Payable To: Department of State

1. Name of Filing Address (If different from DOCUMENT # A06329)

Housing Assistance of Mt. Dora, Ltd.
c/o National Housing Partnership
1225 I Street NW
Washington, DC 20005

2a. Enter Change of Mailing Address

City and State Zip Code

2b. Enter Principal Place of Business

City and State Zip Code

3. Date of Report 2/20/78 4. State of Incorporation Florida 5a. Filing Corporation as Stockholder \$100.00 5b. Amount of Capital Contributions in FLORIDA

6. THE BASIC ANNUAL REPORT FILING FEE IS FIGURED AT THE RATE OF \$7.00 PER THOUSAND ON THE ACTUAL CAPITAL CONTRIBUTION PLUS A SUPPLEMENTAL FEE OF \$138.75 PURSUANT TO S 620 193, FLORIDA STATUTES EFFECTIVE 7-1-92. THE FILING FEE SHALL BE NO LESS THAN \$100.00 - \$50.00 = \$138.75; AND NO MORE THAN \$570.75 - \$437.50 = \$138.75. For questions concerning filing fees, please call (904) 487-6056. Please submit your 1993 annual report with a check in U.S. funds and payable through a U.S. bank.

7. Telephone Number 52-1880750 8. Additional Fee Required for a Certificate of Status

REGISTERED AGENT INFORMATION

8. Name and Address of Current Registered Agent

United States Corporation Company
110 North Magnolia Street
Tallahassee, FL 32301

9. Name and Address of Tax Registered Agent

10. The provisions of law which provide for the filing of this report are contained in the Florida Statutes, the above named limited partnership and partnership agreements, and the laws of the State of Florida, including the provisions of the Florida Revised Uniform Limited Partnership Act, Chapter 620, Florida Statutes, and the laws of the State of Florida, including the provisions of the Florida Revised Uniform Partnership Act, Chapter 620, Florida Statutes.

11. A GENERAL PARTNER THAT IS A CORPORATION OR LIMITED PARTNERSHIP MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE

Name of Partner	Address of Partner	City and State	Corporate Document #
Acquest, Inc. merged National Housing Part c/o Nat Hous Corporation, Inc.	1215 Louisiana Avenue 1225 Eye Street NW	Winter Park, FL Washington, DC	249976 2/95/10 A06999

Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.

A General Partner must sign and signature must be notarized with seal requirement.

12. Signature of General Partner

Kriste Ann Dorrien
The National Housing Partnership, c/o National Corporation for Housing Partnerships
its sole general partner, By: Kriste Ann Dorrien, Vice President

31st December 92
Washington District of Columbia
Mildred C. Bantz
Mildred C. Bantz

LAST NOTICE DUE ON OR BEFORE DECEMBER 31 1993

APPROVED AND FILED

1994



93 NOV 30 AM 7:49

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DOCUMENT #
A06329

HOUSING ASSISTANCE OF MT. DORA, LTD.
C/O NATIONAL HOUSING PARTNERSHIP
1225 EYE STREET, N.W.
WASHINGTON DC 20005

2a. C/O NATIONAL HOUSING PARTNERSHIP
WASHINGTON DC 20005

3a. 02/20/1978 3b. 02/02/1993 3c. FL 3d. 5a. \$100.00 5b. FLORIDA

ANNUAL REPORT FEE IS FIGURED AT THE RATE OF \$7.03 PER THOUSAND ON THE ACTUAL CAPITAL CONTRIBUTION. MINIMUM FEE OF \$75 IS APPLICANT TO § 601.193, FLORIDA STATUTES, EFFECTIVE 7/1/93. For questions concerning filing fees, please call (904) 487-6011.

521880750

Additional Fee required for a Certificate of Status

REGISTERED AGENT INFORMATION

8. Name and Address of Current Registered Agent

UNITED STATES CORPORATION COMPANY
110 NORTH MAGNOLIA STREET
TALLAHASSEE FL 32301

00000806-1 011
1242/93-01034
****191.25 ****

FL

GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE.

11a.	11b.	11c.
CONDEV CORPORATION	1215 LOUISIANA AVE	WINTER PARK FL 32789
NATIONAL HOUSING PART	1225 EYE STREET	WASHINGTON DC 20005

NO 11/15/93

Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner

Handwritten signature

11-15-93

1ST NOTICE: DUE ON OR BEFORE DECEMBER 31, 1994

LIMITED PARTNERSHIP
ANNUAL REPORT
1995



FLORIDA DEPARTMENT OF STATE
Tallahassee, Florida
2000 North Florida Avenue
Tallahassee, Florida 32301

APPROVED AND FILED
9 JAN 1995 - 8 PM 0:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. Name of Partnership
**1a. DOCUMENT #
A06329**

HOUSING ASSISTANCE OF MT. DORA, LTD.

Main Office: C/O NATIONAL HOUSING PARTNERSHIP
1225 EYE STREET, N.W.
WASHINGTON DC 20005
Principal Office Address: C/O NATIONAL HOUSING PARTNERSHIP
1225 EYE STREET, N.W.
WASHINGTON DC 20005

2. Taxpayer's Federal EIN
3. Date of Filing
4a. Fiscal Year
500001382449
-11/17/94--01125--000
6. State of Incorporation
FL

3. Date Reported on Business in Florida: 02/20/1978
3a. Report Last Filed: 11/30/1993
4. State of Incorporation: FL

5a. Total Paid in Capital: \$100.00
5b. Amount of Capital Contribution in Florida: \$100.00
6. Telephone Number: 52-1880750
7. \$5.75 Additional Fee required for a Certificate of Status

8. THE BASIC ANNUAL REPORT FILING FEE IS FIGURED AT THE RATE OF \$7.00 PER THOUSAND ON THE ACTUAL CAPITAL CONTRIBUTION. A SUPPLEMENTAL FEE OF \$138.75 PURSUANT TO s.607.193, FLORIDA STATUTES. THE FILING FEE SHALL BE NO LESS THAN \$191.25 (\$138.75) AND NO MORE THAN \$576.25 (\$437.50 + \$138.75). For questions concerning filing fees, please call (904) 487-1456. Please submit your 1995 annual report with a check payable to the Secretary of State in U.S. funds through a U.S. bank.

9. Name and Address of Current Registered Agent: UNITED STATES CORPORATION COMPANY
110 NORTH MAGNOLIA STREET
TALLAHASSEE FL 32301
10. Name and Address of Office: UNITED STATES CORPORATION COMPANY
1201 HAYS STREET
SUITE 105
TALLAHASSEE FL 32301

10a. If you have the provisions of section 607.193, Florida Statutes, the state of Florida, in mind, you should file your report with the Secretary of State in U.S. funds through a U.S. bank.

11. If you are a General Partner that is a corporation, limited partnership or other business entity, you must be registered and active with this office.

11a. Name of General Partner	11b. Address of General Partner	11c. City and State of General Partner	11d. Zip Code of General Partner
CONDEV CORPORATION NATIONAL HOUSING PART	1215 LOUISIANA AVE 1225 EYE STREET	WINTER PARK FL WASHINGTON DC	K45010 A06999

Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.

12. If you are a General Partner that is a corporation, limited partnership or other business entity, you must be registered and active with this office.

THE NATIONAL HOUSING PARTNERSHIP
By: *Richard C. Banks*
Richard C. Banks, Assistant Secretary

FILE ON OR BEFORE DECEMBER 31, 1995 OR PARTNERSHIP WILL BE SUBJECT TO REVOCATION AND \$500 PENALTY FEE

LIMITED PARTNERSHIP ANNUAL REPORT 1996



FLORIDA DEPARTMENT OF STATE
 Sandra Mortman
 Secretary of State
 DIVISION OF CORPORATIONS

FILED

95 DEC 29 AM 11:39

SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

DO NOT WRITE IN THIS SPACE

1. Name of Limited Partnership
 1a. DOCUMENT #
A06329

HOUSING ASSISTANCE OF MT. DORA, LTD.

2. New Mailing Address, if Applicable
 Mailing Address: C/O NATIONAL HOUSING PARTNERSHIP, 1225 EYE STREET, N.W., WASHINGTON DC 20005
 Principal Office Address: C/O NATIONAL HOUSING PARTNERSHIP, 1225 EYE STREET, N.W., WASHINGTON DC 20005

3. State, Apt #, etc.
 City, State & Zip: **68800-1683-745**
-01/10/95--01037-005
******191.25 ****191.25**
 2a. New Principal Office Address, if Applicable

3. State or Country of Formation: **FL**
 3a. Date of Last Report: **11/08/1994**
 4. State or Country of Formation: **FL**

5a. Total Contributions as Shown: **\$100.00**
 5b. Amount of Capital Contributions in Florida to date.
 6. FE# Number: **52-1880750**
 7. CERTIFICATE OF STATUS REQUIRED: **Not Applicable**

8. FEES: (1) Filing Fee: Computed at a rate of \$7 per \$1,000 on amount entered in 5b or 5a if 5b blank, with a minimum filing fee of \$2.50 and a maximum of \$43.75. (2) Supplemental Fee: \$138.75 (pursuant to section 607.193, F.S.)
 THE AMOUNT OF THE FILING FEE SHALL BE NO LESS THAN \$191.25 (\$61.50 + \$138.75) AND NO MORE THAN \$576.25 (\$437.50 + \$138.75)
 IF THE AMOUNT ENTERED IN 5b IS GREATER THAN AMOUNT ENTERED IN 5a, a supplemental affidavit must be submitted along with a separate and appropriate filing fee
 PAYABLE TO FLORIDA DEPT. OF STATE

9. Name and Address of Current Registered Agent
UNITED STATES CORPORATION COMPANY
1201 HAYS ST.
SUITE 105
TALLAHASSEE FL 32301

10. If changed, new Registered Agent/Office
 Name:
 Street Address (P.O. Box Number is Not Acceptable):
 State, Apt #, etc.:
 City: **FL** Zip Code:

10a. Pursuant to the provisions of sections 620.1051 and 620.102, Florida Statutes, the above-named limited partnership organized or registered under the laws of the State of Florida, submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by its general partner(s). I hereby accept the appointment of registered agent for the partnership, and accept the obligations of section 620.102, Florida Statutes.

A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY

11. Name(s) of General Partner(s)	11a. Address of Each General Partner (Same as the Post Office Box, if any)	11b. City, State & Zip Code	11c. Registration Document Number
CONDEV CORPORATION NATIONAL HOUSING PART	1215 LOUISIANA AVE 1225 EYE STREET	WINTER PARK FL WASHINGTON DC	K45010 A06329

Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.

12. I hereby certify that the information provided in this report is true and correct, and I do not qualify for the exemption stated in Section 619.07(3)(A), Florida Statutes. I release the Division of Corporations from any liability of negligence with respect to this filing. I further certify that the information provided in this report is true and accurate and that my responsibility shall extend to the general partner(s) of the limited partnership, however or trustee, and I shall be liable for the information provided in this report in accordance with Chapter 620, Florida Statutes.

By: *[Signature]*
 Partner
 12-27-95
 202/347-6247