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ACCOUNT NO. : 072100000032

REFERENCE : 989551 89670A

AUTHORIZATION :

Patricia Pizub

COST LIMIT : \$ 52.50

ORDER DATE : October 8, 1998

ORDER TIME : 1:59 PM

ORDER NO. : 989551-005

CUSTOMER NO: 89670A

CUSTOMER: Mr. Thomas Flynn
Flynn Property Corporation
Suite 8
516 Lakeview Road
Clearwater, FL 33756-3302

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DOMESTIC AMENDMENT FILING

NAME: GREENLEAF GARDENS, LTD.

8

EFFECTIVE DATE:

900002659669--3

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Deborah Schroder

EXAMINER'S INITIAL

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AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP OF
GREENLEAF GARDENS, LTD.

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Pursuant to the provisions of Section 620.109, Florida Statutes, this Florida limited partnership, whose Certificate was filed with the Florida Department of State on the 18th day of March, 1986, as further amended on the 7th day of January, 1988, the 15th day of March, 1989; the 24th day of May, 1989, the 8th day of April, 1991, the 4th day of May, 1995, and the 1st day of March, 1998, and the 7 day of October, 1998, adopts the following Certificate of Amendment to its Certificate of Limited Partnership:

1. The General Partner's name and address is as follows:
GREENLEAF ONE, INC.
516 LAKEVIEW ROAD, UNIT 8
CLEARWATER, FL 33756-3302
2. The remainder of the Partnership's Certificate, as amended, remains in full force and effect.
3. The Agreement of Limited Partnership is amended pursuant to Exhibit A attached hereto.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Certificate as of the 7 day of October, 1998.

GREENLEAF ONE, INC.
A Florida Corporation
SOLE GENERAL PARTNER

By: 
Thomas F. Flynn, President

**SEVENTH AMENDMENT TO LIMITED PARTNERSHIP CERTIFICATE
OF GREENLEAF GARDENS, LTD**

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This Seventh Amendment to the Amended and Restated Agreement of Limited Partnership is made and entered into and effective as of the 7th day of October, 1998, by and among Greenleaf One, Inc., a Florida corporation, as the general partner (the "General Partner" or "Substitute General Partner"), Shubert Construction Co., Inc., as withdrawing general partner (the "Withdrawing General Partner") and Bayfield Low Income Housing Limited Partnership, as the limited partner (herein sometimes the "Limited Partner and/or the "Investor Partner").

WITNESSETH

WHEREAS, certain of the Parties previously entered into that certain Limited Partnership Agreement of Greenleaf Gardens, LTD. executed on the 6th day of February, 1985 and that Certificate of Limited Partnership executed and filed on the 18th day of March, 1986;

WHEREAS, certain of the Parties thereafter entered into that certain FIRST AMENDMENT TO LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT OF GREENLEAF GARDENS LTD., executed on the 6th day of August, 1986 and filed on the 4th day of September, 1986, in the office of the Secretary of State, State of Florida; and certain of the Parties thereafter entered into that certain SECOND AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT OF GREENLEAF GARDENS, LTD., executed on the 13th day of October, 1987 and filed on the 22nd day of December, 1987, in the office of the Secretary of State, State of Florida; and certain of the Parties thereafter entered into that certain THIRD AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT OF GREENLEAF GARDENS, LTD., executed on the 15th day of March, 1989; and certain of the Parties thereafter entered into that certain SUPPLEMENTAL AFFIDAVIT AND FOURTH AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF GREENLEAF GARDENS, LTD., filed on the 24th day of May, 1989, in the office of the Secretary of State, State of Florida; and certain of the Parties thereafter entered into that certain AMENDMENT TO FOURTH AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF GREENLEAF GARDENS, LTD., dated as of the 13th day of July, 1990 and filed on the 8th day of April, 1991, in the office of the Secretary of State, State of Florida; and certain of the Parties thereafter entered into that certain FOURTH (sic) AMENDMENT TO LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT OF GREENLEAF GARDENS, LTD., executed on the 28th day of July, 1993 and filed on the 4th day of May, 1995, in the office of the Secretary of State, State of Florida; certain of the parties entered into that certain FIFTH AMENDMENT TO LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT OF GREENLEAF GARDENS LTD., entered into as of the 1st day of January, 1997 and recorded on the 27th day of March, 1998, in the office of the Secretary of State, State of Florida; and certain of the parties entered into that certain SIXTH AMENDMENT TO LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT OF GREENLEAF GARDENS, LTD. entered into the 15th day of November, 1997, and recorded on the 27th day of March, 1998 in the office of the Secretary of State, State of Florida (the foregoing

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collectively referred to as the "Partnership Agreement"; Capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Partnership Agreement or in the Plan);

WHEREAS, the parties hereto wish to enter into this Agreement and the Seventh Amendment to the Limited Partnership Certificate of Greenleaf Gardens, Ltd. (the Seventh Amendment') for the following purpose: amending and superseding the Partnership Agreement as hereinafter set forth (All references to sections below shall be to the Partnership Agreement):

FIRST: Section 7.2 is hereby amended by striking the amendment to Section 7.2 made by the Fifth Amendment to the Limited Partnership Certificate of Greenleaf Gardens, Ltd. and replacing it with the following:

"The Substitute General Partner shall not be responsible for any action or inaction or breach of any representation warranty, covenant or agreement of the Withdrawing General Partner which occurred prior to March 27, 1998. The Withdrawing General Partner hereby guarantees the performance of and satisfaction by the Substitute General Partner of any and all obligations as the General Partner under the Partnership Agreement, the same as if it had remained the general partner. Anything to the contrary notwithstanding in this Agreement or otherwise, the Withdrawing General Partner shall not be liable under its guarantee if the Substitute General Partner is adjudicated to have committed fraud or taken other non approved actions to the detriment of the Partnership."

SECOND: Article XXI of the Partnership Agreement is hereby amended to add section 21.4 entitled "FMHA Provisions." Section 21.4 shall read as follows:

"Any amendment or revision of this Agreement, or transfer of an interest shall be subject to the written approval of FMHA, if such approval is required, and any amendment without the prior written approval of FMHA shall be subject to later amendment to comply with the requirements of FMHA; provided, however, that no such approval of FMHA shall be required for any amendment of this Agreement the sole purpose of which is to provide for the admission of additional or substituted Limited Partners so long as any such additional or substituted Limited Partner so admitted shall own in the aggregate less than a 10% Interest in the Partnership."

The foregoing paragraph will automatically become void and of no further force and effect with respect to FMHA at such time as the mortgage loan, or other financing, is no longer being provided by FMHA.

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IN WITNESS WHEREOF, We have subscribed this document on the date set forth below and do hereby affirm, under the penalties of perjury that the statements contained therein have been examined by us and are true and correct.

GENERAL PARTNER

GREENLEAF ONE, INC.
a Florida Corporation,

By: Thomas F. Flynn
Thomas F. Flynn
President

WITHDRAWING GENERAL PARTNER:

Shubert Construction Company Inc.
a Florida Corporation,

By: Jack Shubert
Jack Shubert
President

LIMITED PARTNER

Bayfield Low Income Housing Limited
Partnership

By: Megan Asset Management Inc.
Its General Partner

By: Paul J. Maddock
Paul J. Maddock
President

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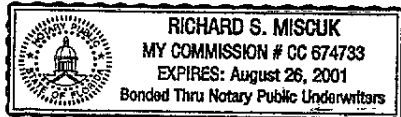
COUNTY OF Pinellas)
STATE OF FL) : ss

Before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared Thomas F. Flynn, in his capacity as President of Greenleaf One, Inc. as General Partner of Greenleaf Gardens, Ltd. and being duly sworn, acknowledged the execution of the foregoing.

Witness my hand and notarial seal this 7th day of October, 1998.

Richard S. Miscjuk
Notary Public

My Commission Expires: 8/26/2001



COUNTY OF *Burleigh*)
STATE OF *North Dakota*)

ss

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Before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared Paul J. Maddock in his capacities as President of Megan Asset Management Inc., as general partner of Bayfield Low Income Housing Limited Partnership, as Limited Partner of Greenleaf Gardens, Ltd., and being duly sworn, acknowledged the execution of the foregoing.

Witness my hand and notarial seal this *2nd* day of *October*, 1998.

Dorcas K. Ackerman
Notary Public

My Commission Expires: *Jan. 8, 2004*