

CONTACT:

A95000001306

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95 MAR 31 PM 1:00
TALLAHASSEE, FL 32301

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. CCH Virginia I, Ltd.
(Corporation Name)

2. _____
(Corporation Name)

3. C. TAX
(Corporation Name)

4. _____
(Corporation Name)

(Document #) C. TAX 32.50
FILING 35.00
R. AGENT FEE 8.75
(Document #) C. COPY _____
TOTAL 96.25
(Document #) N. BANK _____
BALANCE DUE _____
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☐ Certificate of Status

☒ CERTIFICATE OF GOOD STANDING

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NEW FILINGS	
☐	Profit
☐	NonProfit
☐	Limited Liability
☐	Domestication
☐	Other

AMENDMENTS	
☐	Amendment
☐	Resignation of R.A., Officer/Director
☐	Change of Registered Agent
☐	Dissolution/Withdrawal
☐	Merger

☐ Certificate of FICTITIOUS NAME

☐ FICTITIOUS NAME SEARCH

☐ CORP SEARCH

OTHER FILNGS	
☐	Annual Report
☐	Fictitious Name
☐	Name Reservation

REGISTRATION/ QUALIFICATION	
☐	Foreign
☒	Limited Partnership
☐	Reinstatement
☐	Trademark
☐	Other

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Examiner's Initials

**CCH VIRGINIA I, LTD.
AFFIDAVIT, CERTIFICATE AND
AGREEMENT OF LIMITED PARTNERSHIP**

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DIVISION OF CORPORATIONS
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AFFIDAVIT, CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP made as of the 24th day of August, 1995, by and among CCH VIRGINIA I, INC., a Florida Corporation, with offices as 4243 Northlake Boulevard, Suite D, Palm Beach Gardens, Florida, 33410 (hereinafter referred to as the "General Partner"), DILIP BAROT, with offices at 4243 Northlake Boulevard, Suite D, Palm Beach Gardens, Florida, 33410, (hereinafter referred to individually as a "Limited Partner").

WITNESSETH

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Formation of Limited Partnership

The Partners hereby form a limited partnership under and pursuant to the Florida Revised Uniform Limited Partnership Act (1986).

2. Name of Partnership and General Partner

The firm name of the Partnership shall be CCH VIRGINIA I, LTD. and the name and address of the General Partner is CCH VIRGINIA I, INC., 4243 NORTHLAKE BOULEVARD, SUITE D, PALM BEACH GARDENS, FLORIDA, 33410. *pg 5000067560*

3. Principal Office and Place of Business; Agent for Service of Process

The principal office, place of business and mailing address of the Partnership shall be located c/o CCH Virginia I, Inc., 4243 Northlake Boulevard, Suite D, Palm Beach Gardens, Florida, 33410, or at such other location as may be designated by the General Partners by giving notice thereof to the Limited Partners. The agent for service of proceeds upon the partnership is Dilip Barot, c/o CCH Virginia I, Inc., 4243 Northlake Boulevard, Suite D, Palm Beach Gardens, Florida, 33410, or such successors as may from time to time be designated by the General Partner.

4. Term

(a) The term of the partnership shall commence on the day and year when the Partnership has been officially registered with the Secretary of State and shall terminate and be dissolved upon the first to occur of the following events:

- (1) The sale or other disposition (other than a transfer to a nominee of the partnership of any other transfer expressly permitted hereunder) of all or substantially all of the assets of the Partnership.

(II) December 31, 2015, unless the Partners agree in writing at the time to extend the terms of the Partnership.

(III) The mutual written agreement of all of the Partners to terminate and dissolve the Partnership.

(IV) The happening of any other prior event which, pursuant to the terms and provisions of this Agreement, shall cause a termination and dissolution of the Partnership.

(b) Upon a termination of the Partnership, the distribution of partnership assets and the winding up of its affairs shall be conducted in accordance with the provisions of this Agreement.

5. Purpose of the Partnership

The Partnership has been formed for the purpose of the acquisition, ownership, financing rehabilitation, sale and disposition of low and moderate affordable housing properties located within the United States. The Partnership shall not engage in any other business or activities.

6. Capital Contributions

The Partners shall make the following contributions to the capital of the Partnership:

(a) The General Partner, CCH Virginia I, Inc. shall contribute a sum of Ten Thousand dollars (\$ 10,000.00) to the capital of the Partnership.

(b) The Limited Partners have contributed the amount set forth opposite his name:

Dilip Barot	\$ 2,500.00
-------------	-------------

No further capital contributions are expected.

7. Books and Records

(a) At all times during the continuance of the Partnership, the General Partner shall keep or cause to be kept full and true books of accounts, in which shall be entered fully and accurately each transaction of the Partnership.

(b) All of said books of account, together with an executed copy of the Certificate of Limited Partnership of the Partnership and any amendments thereof, shall at all times be maintained at the principal office of the Partnership and shall be open to inspection and examination by each of the Limited Partners or his representative during reasonable business hours. Such books shall be kept in accordance with the accounting methods determined by the General Partner with an accounting period consisting of the calendar year, and subject to the terms and provisions of this Agreement, shall be maintained in accordance with generally accepted accounting principals consistently applied.

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(c) The General Partner shall send to each Limited Partner the annual reports of the Partnership, including an annual balance sheet and profit and loss statement within ninety (90) days after close of each calendar year, reviewed by the independent accountants within ninety (90) days after the close of such calendar year.

(d) Notwithstanding any other provision hereof, the General partner hereby agrees to cause the Partnership, in keeping its books and records and for income tax purposes, to treat as expenses (and not elect to capitalize) all interest, real estate taxes and other expenses incurred by the Partnership in connection with the ownership and operation of the Property which are allowable as deductions for United States Federal Income Tax purposes.

8. Bank Accounts

(a) All funds of the Partnership shall be deposited in the partnership name in such bank accounts or accounts as shall be designated by the General Partner.

(b) Withdrawals from any such bank accounts or accounts shall be made only in the regular course of the Partnership business (including without limitation distributions required or desired to be made by the General Partner to the General Partner or limited Partner as provided in this Agreement) and shall be made upon such signature or signatures as the General Partner may designate.

9. Powers of the General Partner with Respect to Partnership Property

(a) The General Partner shall in good faith manage the business and affairs of the Partnership and are hereby authorized and vested with the power on behalf of the Partnership to sell or exchange all or any part of any property owned by the partnership for property, cash or on terms, to execute and/or modify leases and subleases of or other occupancy agreements with respect to any real property owned by the Partnership to obtain loans, secured and unsecured, for the Partnership and to secure the same by mortgaging, assigning for security purposes, pledging or otherwise hypothecating all or any part of the partnership property (and in connection therewith to place record file to any such property in the name of any such mortgage, security assignment, pledge or other security instrument, and in connection therewith, to execute and deliver, for or on behalf of the partnership any extension, renewals or modifications thereof and any new mortgage, security assignment, pledge or other security instrument in lieu thereof; and to take all other action and to execute any and all other contracts, documents, and instruments as the General Partner may deem appropriate to carry out the intents and purposes of this Agreement; provided, however, that nothing contained in this Section 9 shall increase the in personam liability of the Limited Partner(s) as herein stipulated.

(b) In addition to the specific rights and powers herein granted to the General Partner, they shall possess and may enjoy and exercise all of the other rights and powers of a General Partner as provided under the partnership Law of the State of Florida.

(c) The General Partner shall not be liable, responsible or accountable in damages or otherwise to the Partnership or to any other Partner for any acts performed within the scope and authority conferred on them by this Agreement or for their failure or refusal to perform any acts except those expressly required by or pursuant to the terms of this Agreement, or

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for their performance of, or omission to perform, any acts on advice of accountants or legal counsel for the Partnership of for their performance or omission to perform any acts required by or prohibited by governmental act or decree of any nature.

(d) Except as otherwise expressly provided in this Agreement, no Partner shall have the right to demand the return of all and any of his contribution to the capital of the Partnership until the Partnership has been dissolved and terminated and then only in accordance with the terms and provisions of this Agreement, and no Partner shall have the right to demand or receive property other than cash in return for his contribution.

(e) Notwithstanding anything to the contrary contained herein, no General Partner or any Limited Partner, nor any director, officer, shareholder or employee of any General partner, shall be liable, responsible or accountable in damages or otherwise to any other partner or the partnership for any act performed or omitted to be performed by or on behalf of such General Partner in good faith, unless such act or omission is attributable to gross negligence, malfeasance or fraud. The Partnership (but not any Partner) shall indemnify and hold harmless the General Partner and any Limited Partner, and the directors, officers, shareholders and employees of any General Partner and any Limited Partner, for any loss, damage, liability, cost or expense (including reasonable attorneys' fees) arising out of any act or failure to act by or on behalf of a General Partner in good faith, unless such act or failure to act is attributable to gross negligence, malfeasance or fraud.

10. Rights and Duties of Partners

(a) The business of the Partnership shall be conducted and managed by the General Partner in accordance with the provisions of the Partnership Laws of the State of Florida and this Certificate and Agreement. The General Partner shall devote such portion of their time to the affairs of the Partnership business as shall be reasonably necessary. All action to be taken by the General Partner (except where action may be taken separately by each General Partner) shall be by unanimous decision of the General Partner.

(b) Except as otherwise provided herein, any of the Partners, General or Limited, may engage in and/or possess as interest in any other business venture or ventures of every nature and description, independently or with others, including but not limited to the real estate business which shall include, without limitation, ownership, operation and management of real property, and neither the Partnership nor any of the other Partners shall have any rights in and to any of such independent ventures or ventures or in the income or profit derived therefrom. The General Partner may employ, on behalf of the Partnership, such persons, firms or corporations as they, in their sole judgment, shall deem advisable in the operation and management of the business of the partnership, including without limitation such accountants, attorneys, architects, engineers, appraisers and experts, on such terms and for such compensation as the General Partner shall reasonably determine.

(c) The General Partner shall be free to employ persons, firms or corporations directly or indirectly related to the General Partner for the management of the property or any other activity or purpose provided that the charges made and services and materials performed and furnished by such related persons, firms or corporations are reasonable in comparison

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to those charged, performed or furnished by unrelated reputable persons, firms or corporations in the same line of business for similar services and materials.

(d) The Limited Partner shall not take part in the management of the Partnership business or transact any business for the Partnership, and shall have no power to sign for or bind the Partnership.

(e) CCH VIRGINIA I, INC. is designated the tax matters Partner under Section 6231 of the Code.

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11. Further Assurances

Each party to this Agreement agrees to execute, acknowledge, deliver, file, record and publish such further certificates, amendments to certificates, instruments and documents, and do all such other acts and things as may be required by law.

12. Notices

Unless otherwise specified in this Agreement, all notices, demands or requests which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed given when sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the Partner to whom given address set forth by the name of each partner at the head of this Agreement, or at such other address as a Partner may indicate by written notice to the General Partner in like manner.

13. Variations in Pronouns

All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

14. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

15. Power of Attorney

Each Limited Partner (including any additional or substitute Limited Partner) hereby irrevocable constitutes and appoints the General Partner, his true and lawful attorney, and empowers and authorizes such attorney in his name, place and stead, to make, execute, sign, swear to, acknowledge, publish and file in such place or places as may be required by law, hereby ratifying and confirming any and all action which may be taken by said attorney pursuant to this Section:

(a) Any and all Certificates of Limited Partnership and any and all amended Certificates of Limited Partnership required pursuant to the laws of the State of Florida or any other jurisdiction whose laws may be applicable.

(b) Any and all certificates and instruments required to be executed for filed in connection with any election or elections to continue the Partnership.

(c) Any and all certificates and instruments which may be required to be executed for filed by the Partnership under the laws of the

(d) Any and all certificates and instruments which may be required to be executed for filed by the Partnership under the laws of the State of Florida or any other jurisdiction whose laws may be applicable to effectuate the dissolution and termination of the partnership and the cancellation of its Certificates and Agreement of Limited partnership.

(e) Any and all amendments of the instruments described in the preceding subparagraphs (a) through (d), provided such amendments are either required by law to be filed, are consistent with this Agreement, or have been duly authorized under this Agreement.

(f) Any and all such other instruments and documents as may be deemed necessary or desirable by the General Partner to carry out fully the provisions of this Agreement in accordance with its terms.

16. Governing Law

All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the applicable provisions of the laws of the State of Florida.

17. Binding Effect

This Agreement may not be changed, modified or terminated orally. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.

18. Amendment

The General Partner may, and shall at the written request of any Limited partner, submit to the Limited Partners by registered mail or certified mail a verbatim statement of any proposed amendment to this Agreement, and a statement of the purpose of any such amendment. The General Partner may include in any such submission their views as to the proposed amendment. Approval of such proposed amendment shall require the written consent or affirmative vote of the general Partner and a majority in Capital Interest of the Limited Partners, within ninety (90) days of the mailing of such proposed amendment. If approved, such proposed amendment shall become effective and the General Partner shall promptly execute or cause to be executed one or more amendments to this Certificate and Agreement of Limited Partnership as may be required to reflect such amendment. The General Partner shall keep all Limited Partners advised of the status of any such proposed amendment and shall promptly notify all Limited Partners upon the final adoption or rejection of any such amendment. Notwithstanding anything continued herein to the contrary, no amendment to this Agreement shall change the Partnership to a General Partnership, change the compensation of the General Partner or of the Limited Partners, change the respective liabilities of the General Partner(s) or of the Limited Partners or change the respective percentages of participation of

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the Partners in the capital, profits, losses or distributions of the Partnership, without the unanimous consent of all of the Partners.

19. Enforceability

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

20. Validity

The invalidity of any portion of this Agreement shall not affect the validity of the remainder of this Agreement.

21. Captions

The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of, or in any way affect this Agreement.

22. Consents and Approvals of Limited Partners

Whenever under this Agreement the written consent or approval of a Majority in Capital Interest of the Limited Partners to any proposed action is required, such consent or approval shall be requested in writing and shall not be unreasonable withheld or delayed unless otherwise set forth herein.

23. Entire Agreement

All understandings and agreements heretofore or simultaneously made between the parties are merged in this Agreement and are contained herein and this Agreement fully and completely expresses the Agreement between the parties with respect to the subject matter hereof. No party is relying upon any covenants, representations or warrant of the other which is not set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate and Agreement of Limited Partnership.

**CCH VIRGINIA I, LTD.
GENERAL PARTNER:**

CCH VIRGINIA I, INC.

BY: _____

Dilip Barot, President
CCH Virginia I, Inc.

LIMITED PARTNER(S):

DILIP BAROT

BY: _____

Dilip Barot

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STATE OF FLORIDA
DEPARTMENT OF STATE

Certificate designating place of business or domicile of the service of process within the State of Florida, naming agent upon whom process may be served.

In compliance with Section 48.091, Florida Statutes, the following is submitted:

FIRST - That CCH VIRGINIA I, LTD. desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at 4243 Northlake Boulevard, Suite D, Palm Beach Gardens, Florida, 33410, Dillip Barot, Registered Agent, 4243 Northlake Boulevard, Suite D, Palm Beach Gardens, County of Palm Beach, State of Florida, as its Agent to accept service of process within Florida.

SIGNATURE: _____

Dillip Barot

TITLE: Registered Agent

DATE: August 24, 1995

ACCEPTANCE:

The undersigned, having been named to accept service of process for the above stated corporation at the place designated in the certificate, hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper performance of this duties.

SIGNATURE: _____

Dillip Barot
Registered Agent

DATE: August 24, 1995

A95000001306

DOCUMENT # A95000001306
1. Name of Limited Partnership
CCH Virginia I, Ltd.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DO NOT WRITE IN THIS SPACE

2. Mailing Address
4243 Northlake Blvd.
Suite D

City & State
Palm Beach Gardens, FL
Zip
33410
Country
Palm Beach

3. Principal Office Address
Suite Apt # etc
SAME

City & State
Zip
Country

4. Date Formed or Day Started
To Do Business in Florida
8-31-95

5. FLL Number
65-0603888

Applied For
Not Applicable

6. CERTIFICATE OF STATUS DESIRED ☒ Additional Fee Required
Not Applicable

7. State or Country of Formation
Florida

8a. Capital Contributions as Shown
on Record
\$2,500.00

8b. Amount of Capital Contributions in
FLORIDA in state
\$2,500.00

FEES: 1) Filing Fee(s) Computed at a rate of \$7 per \$1,000 on amount entered in 8b, with a minimum filing fee of \$32.50 and a maximum of \$437.50, for each year due this office.
2) Supplemental Fee(s) \$138.75 for each year due this office, beginning with 1992 calendar year.
3) Penalty Fee(s) \$500 penalty fee for each year report form is delinquent.
Note: If the amount entered in 8b is greater than amount entered in 8a, a supplemental affidavit must be submitted along with a separate and appropriate filing fee.

9. Name and Address of Current Registered Agent

Dilip Barot
4243 Northlake Blvd., Suite D
Palm Beach Gardens, FL 33410

10. If changed, new registered Agent/Office

Name
Street Address (P.O. Box Number is Not Acceptable)
Suite Apt # etc
City
Zip Code
FL

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. I am familiar with and accept the obligations of section 620.102 Florida Statutes.

SIGNATURE (Registered Agent Accepting Appointment)

A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY
MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE.

11. Names of General Partner(s)

CCH Virginia I, Inc.

Address of Each General Partner
(Do NOT Use Post Office Box Numbers)

4243 Northlake Blvd.
Suite D
Palm Beach Gardens
Florida 33410

City, State and Zip Code

11a. Registration
Document Number

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000001987720--8
-10/29/96--01008--011
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000001987720--8
-10/29/96--01008--012
****200.00 ****200.00

REINSTATEMENT

000001987720--8
-10/29/96--01008--013
****200.00 ****200.00

12. General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.
I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(3)(K) Florida Statutes. I release the Division of Corporations from any liability of non-compliance with Section 119.07(3)(K) in the event that the information supplied is deemed exempt from public access. I further certify that the information and content on this annual report is true and accurate and that my signature shall have the same legal effects as if made under oath. I further certify that I am a General Partner of the limited partnership, receiver or trustee empowered to execute this report as required by Chapter 620 Florida Statutes.

SIGNATURE

Printed Name of General Partner Signing Form Dilip Barot

DATE May 13, 96

Telephone Number 407-627-7988

CR2E039 (4/95)

CONTACT: ,

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UCC FILING & SEARCH SERVICES, INC.

(Requestor's Name)

526 EAST PARK AVENUE

(Address)

TALLAHASSEE FL 32301

(City, State, Zip)

(904) 681-6528

(Phone #)

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CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1 CCH Virginia I, Ltd.
(Corporation Name)

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2
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(Document #)

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C. COPY 52.50
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N. BANK
BALANCE DUE
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☐	Foreign
☐	Limited Partnership
☐	Reinstatement
☐	Trademark
☐	Other

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**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CCH VIRGINIA I, LTD.**

(Insert name currently on file with Florida Dept. of State)

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 August 31, 1995, adopts the following certificate of amendment to its certificate of limited partnership:

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

1. The term of the partnership is extended to December 31, 2037 and paragraph 4(a)(II) of the Agreement is amended by deleting "2015" and inserting "2037" in its stead.

2. Section 4 is amended by adding new paragraph 4(c) as follows:

The partnership may not be voluntarily terminated by the partners without the prior consent of the United States Department of Housing and Urban Development ("HUD") and the holder of any deed of trust on the real estate of the partnership which deed of trust is insured by HUD so long as the deed of trust is held or owned by either of them, their successors and assigns.

3. Section 5 of the Agreement is amended by deleting "within the United States" from the third line thereof and substituting in its stead:

Norfolk, Virginia and known as River Oaks Apartments (the "Property").

4. Paragraph 9(b) is amended by deleting from the end thereof "La of the State of Florida" and substituting in its stead the following:

Laws of the State of Florida. The General Partner is authorized to execute all such agreements on behalf of the Partnership as the General Partner may deem necessary and appropriate pertaining to any notes, deeds of trusts or security interests and to the insurance of any deed of trust on the Property by HUD.

5. New Section 24 is added as follows:

"HUD REQUIREMENTS"

Notwithstanding anything herein to the contrary, for so long as HUD insures or holds the mortgage on the Property the following provisions shall be in effect:

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A. So long as the Secretary of the Department of Housing and Urban Development ("Secretary") or the Secretary's successors or assigns is the insurer or holder of the note secured by the deed of trust on River Oaks Apartments, FHA project number 051-11112 in Norfolk, Virginia (the "Project"), no amendment to the Affidavit, Certificate and Agreement of Limited Partnership of CCH Virginia I, Ltd. Filed with Florida Department of State on August 31, 1995 as amended hereby ("the Partnership Agreement") that results in any of the following will have any force or effect without the prior written consent of the Secretary:

- i. Any amendment that modifies the term of the Partnership;
- ii. Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional partner;
- iii. Any amendment that in any way affects the note, deed of trust or security agreement on the Project or the Regulatory Agreement between HUD and the Partnership (the "Regulatory Agreement");
- iv. Any amendment that would authorize any partner other than the General Partner or preapproved successor General Partner to bind the Partnership for all matters concerning the Project which require HUD's consent or approval;
- v. A change in the General Partner or preapproved successor General Partner of the Partnership;
- vi. Any change in a guarantor of any obligation to the Secretary; or
- vii. Removal or amendment of any HUD required provision.

B. The Partnership is authorized to execute a note, deed of trust and security agreement in order to secure a loan to be insured by the Secretary and to execute the Regulatory Agreement and other documents required by the Secretary in connection with the HUD-insured loan.

C. Any incoming Partner must as a condition of receiving an interest in the Partnership agree to be bound by the note, deed of trust, security agreement, the Regulatory Agreement and any other document required in connection with the HUD-insured loan to the same extent and on the same terms as the other Partners.

D. Notwithstanding any other provisions of the Partnership Agreement, upon any dissolution, no title to or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to the Secretary.

E. Notwithstanding any other provisions of the Partnership Agreement, in the event that any provision of the Partnership Agreement conflicts with the Regulatory Agreement, the provision of the Regulatory Agreement shall control.

F. So long as the Secretary or the Secretary's successors or assigns is the insurer or holder of the note on the Project, the Partnership may not voluntarily be dissolved without the prior written approval of the Secretary.

G. The Partners, and any assignee of the Partners, agree to be liable in their individual capacities to HUD with respect to the following matters:

- i. For funds or property of the Project coming into their hands, which by the provisions of the Regulatory Agreement, they are not entitled to retain; and
- ii. For their own acts and deeds, or acts and deeds of others which they have authorized, in violation of the provisions of the Regulatory Agreement.

6. The Partnership Agreement is in all other respects confirmed.

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

THIRD: Signature(s)

DATE:

February 21, 1997

Signature of current general partner:


Dilip Barot, President, CCH Virginia I, Inc., GP

Signature(s) of new general partner(s), if applicable:

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STATE
SECRETARY OF
DIVISION OF CORPORATIONS
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