A98000001843

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(Requestor's Name)

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(Address)

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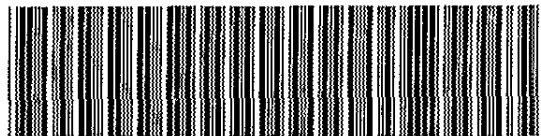| Special Instructions to Filing Officer:	
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DEPARTMENT OF STATE
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPDIRECT AGENTS, INC. (formerly CCRS)
103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: _Pam_

DATE: _11-12-02_

REF. #: _0151 10612_

CORP. NAME: _Allapattah Gardens, Ltd_

( ) ARTICLES OF INCORPORATION   (X) ARTICLES OF AMENDMENT   ( ) ARTICLES OF DISSOLUTION

( ) ANNUAL REPORT   ( ) TRADEMARK/SERVICE MARK   ( ) FICTITIOUS NAME

( ) FOREIGN QUALIFICATION   ( ) LIMITED PARTNERSHIP   ( ) LIMITED LIABILITY

( ) REINSTATEMENT   ( ) MERGER   ( ) WITHDRAWAL

( ) CERTIFICATE OF CANCELLATION   ( ) UCC-1   ( ) UCC-3

( ) OTHER: _____

STATE FEES PREPAID WITH CHECK# _503608_ FOR $ _105.00_

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____   COST LIMIT: $ _____

PLEASE RETURN:

(X) CERTIFIED COPY   ( ) CERTIFICATE OF GOOD STANDING   ( ) PLAIN STAMPED COPY

( ) CERTIFICATE OF STATUS

Examiner's Initials

02 NOV 12 PM 2: 11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
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CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
ALLAPATTAH GARDENS, LTD.

Pursuant to the provisions of Section 620.109 of the Florida Statutes, ALLAPATTAH GARDENS, LTD., a Florida limited partnership, whose certificate was filed with the Florida Department of State on July 29, 1998, under Document Number A98000001843, and amended on (i) January 3, 2001, (ii) April 10, 2002 and (iii) October 15, 2002, adopts the following certificate of amendment to its certificate of limited partnership:

FIRST: The following is added to the Certificate of Limited Partnership of the Partnership:

"7. <u>Purpose</u>.

(a) The specific business and purpose of the Partnership is investment in real property and the provision of low income housing through the rehabilitation, operation and leasing of a _128_ -unit apartment complex and related facilities located in Miami-Dade County, Florida (the "Apartment Complex") and any commercial space located therein, and in connection therewith, subject to and in accordance with the permission of each applicable governmental authority, to make and perform contracts and other undertakings and to engage in any and all activities and transactions as may be necessary or advisable in connection therewith, including, but not limited to, the purchase, transfer, mortgage, pledge, and exercise of all other rights, powers, privileges and other incidents of ownership with respect to the Apartment Complex and to borrow money without limitation as to amount or manner and to carry on any and all activities related to any of the foregoing.

(b) So long as those certain $4,850,000 Housing Finance Authority of Miami-Dade County (Florida) Multifamily Housing Revenue Bonds (Allapattah Gardens Project) Series 2002-5 (collectively the "Bonds") are outstanding, the Partnership may not do any of the following:

(i) own or acquire any asset or property other than (a) the Apartment Complex, and (b) incidental personal property necessary for the ownership or operation of the Apartment Complex;

(ii) engage in any business other than those set forth in subparagraph a above;

(iii) incur any indebtedness or assume or guaranty any indebtedness other than as expressly permitted by the documents evidencing or securing the Bonds;

(iv) dissolve, wind up or liquidate, in whole or in part;

(v) consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any person or entity;

(vi) amend or cause to be amended the Amended and Restated Agreement of Limited Partnership of the Partnership dated as of November 1, 2002 or the Certificate of Limited Partnership in any manner which would eliminate or materially modify any of the provisions hereof relating to the sole purpose of the Partnership or the separateness covenants contained herein; or

(vii) take any action that might cause the Partnership to become insolvent.

(c)   So long as the Bonds are outstanding, the Partnership shall:

(i)   not enter into any contract or agreement with (a) any partner or affiliate of the Partnership, (b) Lloyd Boggio or Bruce Greer (collectively the "Guarantors") or (c) or any constituent party of any Guarantor, or any affiliate of any of them, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any such party;

(ii)   not make any loans or advances to any third party (including any partner or affiliate of the Partnership, any Guarantor, any constituent party of any Guarantor or any affiliate of any of them), and not acquire obligations or securities of its affiliates or any other person or entity (except for cash and investment-grade securities);

(iii)   remain solvent and pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its own assets as the same shall become due;

(iv)   do all things necessary to observe organizational formalities and preserve its existence;

(v)   maintain all of its books, records, financial statements and bank accounts separate from those of its partners and affiliates and file its own tax returns unless required otherwise by applicable law. The Partnership shall maintain its books, records, resolutions and agreements as official records;

(vi)   hold itself out to the public as a legal entity separate and distinct from any other entity (including any partner or affiliate of the Partnership, any Guarantor, any constituent party of any Guarantor or any affiliate of any of them), correct any known misunderstanding regarding its status as a separate entity, conduct business in its own name, not identify itself of any of its affiliates as a division or part of the other, and maintain and utilize separate stationery, invoices and checks;

(vii)   maintain adequate capital to pay its obligations as they become due;

(viii) not commingle the funds and other assets of the Partnership with those of any partner or affiliate of the Partnership, any Guarantor, any constituent party of any Guarantor or any affiliate of any of them, or any other person or entity;

(ix)   maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any partner of affiliate of the Partnership, any Guarantor, any constituent party of any Guarantor or any affiliate of any of them, or any other person or entity;

(x)   not guarantee, become obligated for or hold itself out to be responsible for the debts or obligations of any other person or entity or the decisions or actions respecting the daily business or affairs of any other person or entity; and

(xi)   not permit any affiliate or constituent party independent access to its bank accounts.

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

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Amendment to Certificate of Limited Partnership as General Partner pursuant to the provisions of Section 620.114 of the Florida Revised Uniform Limited Partnership Act.

DATED: November 6, 2002   Allapattah Gardens, Inc., a Florida corporation, as Managing General Partner

By:_____
     Luis Gonzalez, Vice President

NCDC Allapattah Gardens, Inc., a Florida corporation, as General Partner

By:_____
Name:_____
Title:_____

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