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LIMITED PARTNERSHIP AMENDMENT

CENTER COURT ASSOCIATES, LTD.

Certificate of Status	1
Certified Copy	1
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECOND AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP OF CENTER COURT ASSOCIATES, LTD.

Pursuant to the authority of Section 620.109 of the Florida Revised Uniform Limited Partnership Act (1986) (the "Act"), the undersigned, constituting all of the general partners of CENTER COURT ASSOCIATES, LTD., a Florida limited partnership (the "Partnership"), submit the following:

1. The current name of the Partnership is CENTER COURT ASSOCIATES, LTD.

2. The date of the filing of the Certificate of Limited Partnership of the Partnership was September 1, 1995, as later amended by the filing of an Amendment to the Certificate of Limited Partnership with the Filing Office on August 6, 1996 (together, the "Certificate").

3. A new Paragraph 6 is hereby added to the Certificate as follows:

> "6. LaSalle Single Purpose Entity Provisions. The business and purpose of the Partnership shall consist solely of the acquisition, operation and disposition of the real estate project known as "Center Court Apartments" (the "Property") and to enter into a loan transaction ("Loan") with LaSalle Bank National Association (the "Lender") in which the Partnership shall borrow certain monies in the approximate amount of Sixteen Million Four Hundred Thousand Dollars and No/100 ($16,400,000.00) from the Lender. The Partnership shall:
>
> > (a) not own, hold or acquire, directly or directly, any ownership interest (legal or equitable) in any real or personal property other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;
> >
> > (b) not engage in any business other than the ownership, operation and disposition of the Property;
> >
> > (c) not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) unsecured trade payables (and not evidenced by a promissory note), related to the ownership and operating of the Property and incurred in the ordinary course of business and which shall not exceed 60 days in duration from the date such trade payables are first incurred by the Partnership;
> >
> > (d) maintain its assets, accounts, books, records, financial statements, invoices, and checks separate from and not commingled with any of those of any other person or entity;
> >
> > (e) conduct its own business in its own name, pay its own liabilities out of its own funds (including paying salaries of its own employees), allocate fairly and reasonably any overhead for shared employees and office space, and maintain an arm's length relationship with its affiliates;

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(f) hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, and observe all organizational formalities;

(g) not guarantee or become obligated for the debts of any other entity or person or hold out its credits as being available to satisfy the obligations of others, including not acquiring obligations or securities of its partners, members or shareholders;

(h) not pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;

(i) not enter into any contract or agreement with any Principal, as defined in the mortgage securing the Loan, or any party which is directly or indirectly controlling, controlled by or under common control with the Partnership or its principals (an "Affiliate"), 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 Affiliate, and certain guarantees set forth in the Partnership Agreement, and those certain "Ancillary Documents" including (i) that certain Guaranty Agreement given by Stuart I. Meyers, Stewart I. Marcus, Lloyd J. Boggio and Jorge Lopez in favor of the Investor Limited Partner, and (ii) that certain Purchase, Adjuster and Guaranty Agreement dated as of September 13, 1996 by and among The Cornerstone Group, a Florida general partner, Sutart L Meyers, Stewart I. Marcus, Lloyd J. Boggio and Jorge Lopez, as guarantors, and the Investor Limited Partner;

(j) maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and maintain a sufficient number of employees in light of its contemplated business operations;

(k) not dissolve or wind up, in whole or in part, and no partner of the Partnership shall seek the dissolution or winding up, in whole or in part, of the Partnership, and the Partnership will not merge with or be consolidated into any other entity;

(l) maintain its assets in such a manner that it will not be costly or difficult or segregate, ascertain or identify its individual assets from those of any constituent party of the Partnership, an Affiliate or any other person; and

(m) obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under the mortgage securing the Loan.

Until such time as the Loan has been repaid in full, the Partnership shall not amend, modify or terminate any of these provisions of the Certificate of Limited Partnership or Partnership Agreement of the Partnership without the prior written consent of the Lender."

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The undersigned have hereunto set their hands and seals effective as of November [illegible], 2005.

GENERAL PARTNER:

DEBDCO CENTER COURT, INC., a Florida corporation

By: Lillie M. Williams
Name: Lillie M Williams
Title: Chairperson

MANAGING GENERAL PARTNER:

CORNERSTONE CENTER COURT, LTD., a Florida partnership

By: Cornerstone Affordable Housing II, Inc., a Florida corporation, its general partner

By: ______________________
Mara S. Mades, Vice President

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The undersigned have hereunto set their hands and seals effective as of October 12, 2005.

GENERAL PARTNER:

DEEDCO CENTER COURT, INC., a Florida corporation

By: __________
Name: Lillie M. Williams
Title: Chairperson

MANAGING GENERAL PARTNER:

CORNERSTONE CENTER COURT, LTD., a Florida partnership

By: Cornerstone Affordable Housing II, Inc., a Florida corporation, its general partner

By: __________
Mara S. Madez, Vice President