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01 DEC -4 PM 1:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DATE: 12-04-01

NAME: FINLAY INTERESTS 8, LTD

TYPE OF FILING: AMENDMENT

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TALLAHASSEE, FLORIDA

**AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP
OF
FINLAY INTERESTS 8, LTD.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the authority of Section 620.109 of the Florida Revised Uniform Limited Partnership Act (1986), the undersigned, constituting the sole general partner of FINLAY INTERESTS 8, LTD., a Florida limited partnership (the "Partnership"), submits the following:

1. The current name of the Partnership is FINLAY INTERESTS 8, LTD.
2. The date of the filing of the original certificate of limited partnership of the Partnership was November 13, 2001 (the "Certificate").
3. Certain provisions are being added to the Certificate as required by the Department of Housing & Urban Development ("HUD"), which provisions will be added beginning as paragraph 7 of the Certificate as follows:

"7. No provision required by The Department of Housing & Urban Development ("HUD") to be inserted into this Certificate and the Partnership's underlying partnership agreement to be amended without prior HUD approval, so long as HUD is the insurer or holder of the note.

8. Any party acquiring any of the following positions anew must meet the applicable requirements for HUD previous participation clearance:

- a. Manager of the Partnership whether or not a partner;
- b. General partner; and
- c. Limited partner with twenty-five percent (25%) or greater financial interest.

9. The Partnership designates Christopher C. Finlay, as President of Finlay Holdings, Inc., a Florida corporation, as the general partner of Finlay GP Holdings, Ltd., a Florida limited partnership, as the sole member of Finlay Interests GP 8, LLC, a Florida limited liability company, as the sole general partner of the Partnership, as its official representative for all matters concerning the Arlington Village Apartments, FHA project number 073-35387-PM, in Indianapolis, Indiana (the "Project") which require HUD consent or approval. The signature of this person shall bind the Partnership in all such matters. The Partnership may from time to time appoint a new representative to perform such function, but within three (3) business days of doing so, shall provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority of management of the Project, the Partnership will promptly provide HUD the name of that person and the nature of that person's management authority.

10. So long as the Secretary of HUD ("Secretary") or the Secretary's successors or assigns is the insurer or holder of the note secured by the mortgage on the Project, no amendment to this Certificate that results in any of the following will have any force or effect without the prior written consent of the Secretary:

- a. Any amendment that modifies the term of the Partnership;
- b. Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional partner;
- c. 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 ("Regulatory Agreement");
- d. 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;
- e. A change in the General Partner of the Partnership; or
- f. Any change in a guarantor of any obligation to the Secretary.

11. 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.

12. 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 documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other partners.

13. Notwithstanding any other provisions of this Certificate or the Partnership's underlying partnership agreement, upon any dissolution, no title 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.

14. Notwithstanding any other provisions of this Certificate or the Partnership's underlying partnership agreement, in the event that any provision of this Certificate or the Partnership's underlying partnership agreement conflicts with the terms of the note, deed of trust, security agreement or the Regulatory Agreement, the provisions of the note, deed of trust, security agreement or Regulatory Agreement will control.

15. The Partnership shall not be voluntarily dissolved or converted to another form of entity without the prior written approval of the Secretary.

16. The partners, and any assignee of a partner, agree to be liable in their individual capacities to HUD with respect to the following matters:

- a. 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;
- b. 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;
- c. The acts and deeds of affiliates, as defined in the Regulatory Agreement, which they have authorized in violation of the provisions of the Regulatory Agreement; and
- d. As otherwise provided by law."

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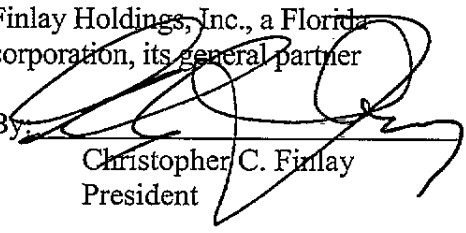
The undersigned has hereunto set his hand and seal effective as of the 30 day of November, 2001.

GENERAL PARTNER:

FINLAY INTERESTS GP 8, LLC, a Florida limited liability company

By: Finlay GP Holdings, Ltd., a Florida limited partnership, its sole member

By: Finlay Holdings, Inc., a Florida corporation, its general partner

By: 
Christopher C. Finlay
President