

A02000000737

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AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

COVENTRY MANOR, LTD.

Certificate of Status	1
Certified Copy	1
Page Count	05
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DIVISION OF CORPORATIONS

FAX AUDIT NO.: H02000155839

**AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
COVENTRY MANOR, LTD.**

The undersigned Authorized Representative of EQUICOVE I, INC., the General Partner of COVENTRY MANOR, LTD., a Florida limited partnership (the "Partnership") filed on May 23, 2002 and registered under document number A02000000737, hereby certifies:

1. The name of this partnership is COVENTRY MANOR, LTD. The General Partner is EQUICOVE I, INC.
2. Pursuant to Section 620.109 of the Florida Statutes, the Partnership hereby Amends and Restates its Certificate of Limited Partnership as follows:

(1) The name of the Limited Partnership will be COVENTRY PARK I, LTD.

(2) The address of the office of the Partnership at which place the records shall be maintained is:

9200 South Dadeland Boulevard
Suite 500
Miami, Florida 33156

(3) (a) The name and address of the Partnership's agent for service of process is:

Robert E. Spielman
9200 South Dadeland Boulevard
Suite 500
Miami, Florida 33156

THIS DOCUMENT PREPARED BY:

Edgar Lewis, Esq.
Gunster, Yoakley & Stewart, P.A.
Suite 3400
2 South Biscayne Boulevard
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Florida Bar No.: 047114

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(b) The name and address of the General Partner is:

Equicove I, Inc.
9200 South Dadeland Boulevard
Suite 500
Miami, Florida 33156

4. The mailing address for the Limited Partnership is:

9200 South Dadeland Boulevard
Suite 500
Miami, Florida 33156

5. The sole purpose of the Partnership is (i) to acquire, renovate, redevelop, own, manage, operate, lease, maintain, and finance, hold for investment and sell that certain land and improvements consisting of an approximately 84 unit apartment complex together with retail stores and related amenities and improvements located thereon, commonly known as Coventry Manor Apartments and located at 3926 Redwood, Independence, Missouri (collectively, the "Project"), (ii) to conduct such other activities with respect to the Project and any and all other related assets the Partnership may hereinafter acquire as are appropriate to carrying out the foregoing purposes, and (iii) the transacting of any and all business for which a partnership may be organized under the Act that is incident, necessary and appropriate to accomplish the foregoing, including (without limitation) the assumption of an existing mortgage loan (the "Loan") now held by LaSalle Bank National Association, as Trustee for PNC Mortgage Acceptance Corp., Commercial Mortgage Pass-Through Certificates, Series 2000-C2 (the "Lender").

6. The Partnership's ability to incur indebtedness other than the Loan is limited to incurring liabilities in the ordinary course of its business that are related to the ownership and operation of the Project.

7. The Partnership is prohibited from engaging in any dissolution, liquidation, consolidation, merger or sale of assets for so long as the Loan is outstanding.

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8. The Partnership's ability to enter into transactions with affiliates is limited only to transactions on an arm's length basis and on commercially reasonable terms.

9. No transfer of any direct or indirect ownership interest in the Partnership may be made unless such transfer is consented to by Lender if such consent is required by the documents evidencing or securing the Loan (collectively, the "Loan Documents"). Lender may condition its consent upon the delivery of an acceptable nonconsolidation opinion to the holder of the Loan and to any applicable rating agency concerning, as applicable, the Partnership, the new transferee and/or their respective owners.

10. So long as the Loan is outstanding, the Partnership will:

- (a) Maintain books and records separate from any other person or entity;
- (b) Maintain its bank accounts separate from any other person or entity;
- (c) Not commingle its assets with those of any other person or entity and will hold all of its assets in its own name;
- (d) Conduct its own business in its own name;
- (e) Maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;
- (f) Pay its own liabilities and expenses only out of its own funds;
- (g) Observe all partnership and other applicable organizational formalities;
- (h) Maintain an arm's length relationship with its affiliates and to enter into transactions with affiliates only on a commercially reasonable basis;

- (i) Pay the salaries of its own employees from its own funds;

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- (j) Maintain a sufficient number of employees in light of its contemplated business operations;
- (k) Not guarantee or become obligated for the debts of any other entity or person;
- (l) Not hold out its credit as being available to satisfy the obligations of any other person or entity;
- (m) Not acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate;
- (n) Not make loans to any other person or entity or to buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment-grade securities);
- (o) Allocate fairly and reasonably any overhead expenses that are shared with any affiliate, including paying for office space and services performed by any employee of an affiliate;
- (p) Use separate stationery, invoices, and checks bearing its own name;
- (q) Not pledge its assets for the benefit of any other person or entity;
- (r) Hold itself out as a separate identity;
- (s) Correct any known misunderstanding regarding its separate identity;
- (t) Not identify itself as a division of any other person or entity; and
- (u) Maintain adequate capital in light of its contemplated business operations.

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11. Notwithstanding anything contained in this Certificate of Limited Partnership or any other organizational document of the Partnership to the contrary, any obligation which the Partnership may owe to any of its officers, directors, partners, members, shareholders or affiliates (collectively, the "Interested Parties"), whether characterized as a salary, fee or indemnification, shall not constitute a claim against the Partnership until, and shall be subject to and fully subordinate to, the prior payment in full of the Loan, provided however, so long as no Default or Event of Default exists under the Loan Documents to the extent the Partnership has cash flow or other available liquid assets (exclusive of any of reserve accounts to be maintained under the Loan Documents) in excess of the amount necessary to make current payments of principal and interest due under the Loan Documents, the Partnership may pay when due (without any acceleration caused by the Partnership) the scheduled obligations due to the Interested Parties of the Partnership.

12. The Partnership may not amend the provisions specified in paragraphs 5-12 of this Certificate of Limited Partnership without approval of such amendment by the Lender, and the Lender may condition its approval on obtaining, at the Partnership's cost and expense, confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating applicable to the Loan.

13. The term of the Partnership shall commence on the date of filing of this Certificate with the Secretary of State of Florida and shall continue until 2052, unless sooner terminated as provided in the Articles of Limited Partnership Agreement.

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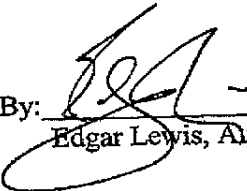
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IN WITNESS WHEREOF, the undersigned, as Authorized Representative of the General Partner of the Partnership, has duly executed this Amended and Restated Certificate of Limited Partnership this 21st day of June, 2002.

GENERAL PARTNER:

EQUICOVE I, INC., a Florida corporation

By:  _____
Edgar Lewis, Authorized Representative

338627.1

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