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236 East 6th Avenue . Tallahassee, Florida 32303

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TALLAHASSEE FLORIDA

CERTIFIED COPY

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FILING Amended Ltd.

1.) Oakdale Park Ltd.
(CORPORATE NAME & DOCUMENT #)

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2.) _____
(CORPORATE NAME & DOCUMENT #)

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3.) _____
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4.) _____
(CORPORATE NAME & DOCUMENT #)

5.) _____
(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS

**SECOND AMENDMENT TO CERTIFICATE AND LIMITED PARTNERSHIP
AGREEMENT OF OAKDALE PARK, LTD.**

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In consideration of the sum of \$10.00 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the undersigned desiring to further amend the Amended and Restated Agreement and Certificate of Limited Partnership do hereby agree and certify as follows:

1. The name of the limited partnership is Oakdale Park, Ltd.
2. The last Amendment to Certificate and Limited Partnership Agreement of Oakdale Park, Ltd., was filed with the State of Florida Department of State on May 9, 1978.
3. The amendments to the Certificate and Limited Partnership Agreement are as follows:
 - (a) Section 3 is modified to reflect that the partnership will remain in full force and effect until at least August 1, 2026.
 - (b) Add a new Article 20 reading as follows:

20 (1.) 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 a note secured by a mortgage lien on Oakdale Garden Apartments, currently HUD Project No. 063-35101, in Defuniak Springs, Walton County, Florida, (the "Project"), or so long as a Restructuring Mortgage Note and Mortgage or a Contingent Repayment Note and Mortgage in favor of Housing and Urban Development remain outstanding, whichever is longer, no amendment to the Certificate of Limited Partnership dated as of May 9, 1978, that results in any of the following will have any force or effect without the prior written consent of OMHAR/HUD:

 - 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 any note, mortgage, or security agreement on the Project or any Regulatory Agreement between HUD and the Partnership (the "Regulatory Agreement") including, without limitation, any Restructuring Mortgage Note or Mortgage or Contingent Repayment Note or Mortgage;
 - 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 or preapproved successor General Partner of the Partnership; or
- f. Any change in a guarantor of any obligation to the Secretary

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20(2.) The Partnership is authorized to execute a note, mortgage, and security agreement in order to secure a loan to be made by GMAC and insured by the Secretary (the "GMAC Loan documents") and other documents required by the Secretary in connection with the HUD-insured loan and comply with the requirements of the applicable HUD-insured loan program.

20(3.) Any incoming partner must as a condition of receiving an interest in the Partnership agree to be bound by the GMAC Loan Documents, the Regulatory Agreement related thereto 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.

20(4.) Notwithstanding any other provisions of the Amended and Restated Agreement and Certificate of Limited Partnership, 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 or any other Regulatory Agreement, including, without limitation, any Regulatory Agreement executed in connection with the Restructuring Mortgage Note or Contingent Repayment Note, if applicable, in a manner satisfactory to the Secretary.

20(5.) Notwithstanding any other provisions of this Certificate of Limited Partnership, in the event that any provision of this Partnership Agreement conflicts with any Regulatory Agreement, the provisions of such Regulatory Agreement (as may be modified by a M2M Modification) shall control.

20(6.) So long as the Secretary or the Secretary's successors or assigns is the insurer or holder of a note on the Project, the Partnership may not voluntarily be dissolved without the prior written approval of the Secretary.

20(7.) a. If any of the provisions of the Certificate and Limited Partnership Agreement conflict with the terms of the GMAC Loan Documents, the Regulatory Agreement related thereto, the provisions of the GMAC Loan Documents and the Regulatory Agreement related thereto control.

b. No provision required by HUD to be inserted into the organizational

documents may be amended without prior OMHAR/HUD approval for so long as FHA is the insurer or the holder of a Note relating to the Project.

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20(8.) The Partnership is further authorized to execute a Use Agreement with the Secretary of Housing and Urban Development, a Restructuring Mortgage Note and Mortgage in favor of the Secretary of Housing and Urban Development for \$98,402.14, a Contingent Repayment Note and Mortgage for \$358,208.90 and any and all other documents required by HUD in connection with that certain Restructuring Commitment from OMHAR/HUD bearing date of March 30, 2001. Any incoming partner must be as a condition of receiving an interest in the Partnership also agree to be bound by the Use Agreement, the Restructuring Mortgage Note and Mortgage and the Contingent Repayment Note and Mortgage (if applicable) and any other documents executed in connection therewith to the same extent and on the same terms as the other partners.

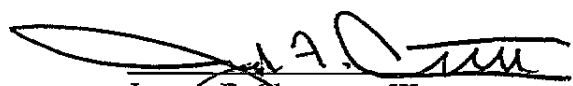
20(9.) Notwithstanding any other provisions of the Amended and Restated Agreement and Certificate of Limited Partnership, the Partnership shall not:

- c. engage in any other business or activity, including the operation of any other rental project, other than owning and operating the Project, or incur any liability or obligation not in connection with the Project;
- d. acquire or own material assets other than the Project and incidental personal property;
- e. maintain assets in a way difficult to segregate and identify; or
- f. fail to hold itself out to the public as a separate legal entity from another or fail to conduct business solely in its name.

20(10.) Except as amended hereby, the Certificate and Limited Partnership Agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned after first being duly sworn have affixed their hand and seal this the 25th day of June, 2001.


GENERAL PARTNER:

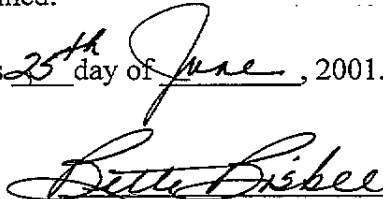

Joseph F. Chapman, III

STATE OF FLORIDA
COUNTY OF BAY

Before me, a Notary Public in and for said State and County, personally appeared JOSEPH F. CHAPMAN, III, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged himself to be the General Partner of Oakdale Park, Ltd., and that he as such being authorized so to do, executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this 25th day of June, 2001.

 Bette A Bisbee
My Commission CC846791
Expires June 13, 2003


Notary Public

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TALLAHASSEE, FLORIDA