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DIVISION OF CORPORATIONS

LP9000

NAME Linda R. Kutz
 ADDRESS 1234 Boston Rd #10
 CITY Arden STATE IL ZIP CODE 33862
 AREA CODE & PHONE NUMBER 513-665-9159
 NAME OF CORPORATION Arden Dr. Arden Dr. Arden Dr.
Arden Dr. Arden Dr. Arden Dr.
Arden Dr. Arden Dr. Arden Dr.

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PROFIT

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LIMITED PARTNERSHIP

AMENDMENT

DISSOLUTION

REINSTATEMENT

ANNUAL REPORT

CERTIFICATE
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TALLAHASSEE, FLORIDA

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L.P. # 9000

NAME: RURAL HOUSING PARTNERSHIP IV, LTD.

PRINCIPAL PLACE BUSINESS: LAKELAND, FLA.

CONTRIBUTIONS: 10.00.

TERM OF EXISTENCE: 50 years

FILED: 6-16-80

corp-51

LAKE LAND, POLK

LP No. 9000

6-16-80
50 years

NAME RURAL HOUSING PARTNERSHIP IV, LTD.
2022 S. FLORIDA AVE., P.

NAME _____
P. O. ADDRESS _____ 2933 S. FLORIDA AVE., P. O. BOX 5714,
TAVELAND, FLA. 33803

P. O. ADDRESS 2933 S. FLORIDA AVE.
CHANGE OF ADDRESS LAKELAND, FLA. 33801

CHANGE OF ADDRESS.

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
		\$10.00	

corb-50

corp-50



GEORGE FIRESTONE
SECRETARY OF STATE

Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304

June 16, 1980

D. W. McKinnon, Director
DIVISION OF CORPORATIONS

WALK IN

SUBJECT: RURAL HOUSING PARTNERSHIP IV, LTD.

DOCUMENT NUMBER: LP89000

This will acknowledge receipt of the following:

1. XX Check(s) totalling \$ 45.00
2. _____ Articles of Incorporation filed
3. _____ Amendments to Articles of Incorporation filed
4. _____ Articles of Merger or Consolidation filed
5. _____ Certificate of Withdrawal filed
6. XX Limited Partnership filed 6-16-80
7. _____ Limited Partnership Annual Report filed
8. _____ Trademark Application filed
9. _____ Application for qualification filed _____. It is no longer required to issue a permit. A certificate under seal to this effect may be obtained for \$5.
10. _____ Reinstatement filed
11. _____ Articles of Dissolution filed
12. _____ OTHER:

ENCLOSED:

1. XX Certified Copy(ies). one (1)
2. _____ Certificate(s) Under Seal.
3. _____ Photocopy(ies).
4. _____ OTHER:

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RURAL HOUSING PARTNERSHIP IV, LTD.
AGREEMENT AND CERTIFICATE
OF LIMITED PARTNERSHIP

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HALLMARK BUILDING
ALABAMA

RURAL HOUSING PARTNERSHIP IV, LTD.
AGREEMENT AND CERTIFICATE
OF LIMITED PARTNERSHIP

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RURAL HOUSING PARTNERSHIP IV, LTD.
AGREEMENT AND CERTIFICATE
OF LIMITED PARTNERSHIP

This is an Agreement and Certificate of Limited Partnership ("Agreement") between Morrow, Inc., a Florida corporation, and Jay D. Morrow, an individual resident of the State of Florida, ("General Partners" or sometimes collectively "General Partner"), and the Limited Partners, admitted in accordance with this Agreement.

This Agreement is effective the 1st day of April 1, 1980.

Recitals

A. General Partners possess certain experience in investment, development and management of and investment in real estate, particularly in the development, management, operation of, and investment in apartment properties and related facilities.

B. The Partnership currently contemplates the acquisition by purchase of limited partnership interests in two Limited Partnerships known as Tanglewood, Ltd., a Florida limited partnership and Homosassa Completion Project, Ltd., a Florida limited partnership.

C. The parties desire to have the Partnership acquired by purchase and then to continue to invest in, own, hold, manage, sell, exchange or otherwise conduct all business with respect to the partnership interests.

D. The specific partnership interests initially expected to be acquired by the Partnership by purchase following:

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TALLAHASSEE, FLORIDA

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- (1) The limited partnership interest in Tanglewood, Ltd. (Tanglewood Interest);
- (2) The limited partnership interest in Homosassa Completion Project, Ltd. (Homosassa Completion Interest).

The Tanglewood Interest and the Homosassa Completion Interest shall also be referred to herein, respectively or collectively as the context requires, as the "Project Interests." Also, the partnerships and/or underlying assets of the partnerships giving rise to the Project Interests shall be referred to respectively as the Tanglewood Project and the Homosassa Project.

E. The Limited Partners shall be the class of Limited Partners in the Partnership and may be referred to collectively as the Limited Partners.

F. The Partnership shall authorize Two Hundred Sixty Six Thousand Dollars (\$266,000) of Limited Partnership Interests. Under the initial offering of the Interests, capital contributions from the sale of Interests shall not exceed Two Hundred Sixty Six Thousand Dollars (\$266,000) subject to §4.1 of this Agreement. Interests in the Partnership shall be sold in Units of One Thousand Dollars (\$1,000) with a minimum purchase of ten (10) Units to not more than 30 investors. Initial dollars contributed to the Partnership by Limited Partners may be held under an escrow arrangement which may be entered into by the Partnership for the purposes of satisfying the spirit and minimum requirements, if any, under Florida law for offerings in the nature of that related to the sale of the Interests.

G. The Interests shall be allocated an interest in the profits and losses of the Partnership and an interest in the appreciation inuring to the Partnership from the Tanglewood Interest and the Homosassa Completion Interest.

H. The parties desire to enter into this limited partnership for the foregoing reasons and certain related business reasons. The various allocations and distributions to be made pursuant to this Agreement are intended to follow the economic risks borne by the respective parties.

The Parties Agree As Follows:

ARTICLE I.

ORGANIZATION AND MANAGEMENT

§1.1 Formation, Name and Place of Business.

The parties hereby form a limited partnership under the provisions of the Florida Uniform Limited Partnership Act. The name of the Partnership shall be Rural Housing Partnership IV, Ltd., its principal place of business shall be located in Lakeland, Florida, and its mailing address shall be 2933 South Florida Avenue, P.O. Box 5714, Lakeland, Florida, 33803, or at such other place as the General Partners may from time to time designate.

§1.2 Commencement and Term of Partnership.

The General Partner shall properly cause to be filed this document or a Certificate of Formation of Limited Partnership in the appropriate governmental office in the county where the Tanglewood Project will be located, and with the Secretary of State of Florida, in such form as shall be necessary under the laws of the State of Florida to give effect to the provisions of this Agreement and such other governmental offices as the General Partner may determine necessary. The Partnership shall commence upon the execution of these documents, and shall continue until December 31, 2031, unless sooner terminated under the provisions of this agreement.

§1.3 Partners.

The Partners of the Partnership shall be as described in this section. All such Partners as are parties to this Agreement are sometimes collectively called the "Partners" and each of them individually called "Partner".

(a) General Partner: The General Partners shall be Morrow, Inc., a Florida corporation, and Jay D. Morrow, an individual resident of the State of Florida, herein collectively called the "General Partner" or the "General Partners".

The General Partner, or any entity or individual related to it, may purchase Limited Partnership Interests on the same terms as others (including as a substitute in accord with 6.1, below), provided the requirements under §1.3(b) or (c), below, as the case may require, with respect to the status of Limited Partners are met. With respect to any Interests so acquired, the General Partner shall be treated, in all respects, as a Limited Partner.

Morrow is hereby designated the Managing Partner and as such shall be responsible for the day to day operation and affairs of the Partnership.

The Managing Partner is hereby delegated all authority and discretion conferred upon the General Partner by law or this Agreement; provided however, that a majority vote of the General Partners (with each of the general partners having one vote) is necessary for the General Partner to make its determination(s) with regard to the dissolution of the Partnership or the sale of all or substantially all of the assets of the Partnership.

The Managing Partner shall, in accord with the above paragraph, have the full right to manage the Partnership and the Partnership business. The Limited Partner shall not participate nor have any voice in the management of the Partnership business. The Limited Partner shall not take part or interfere in any manner with the conduct or control of the Partnership or the Partnership business. The Limited Partner shall have no right or authority to act for or bind the Partnership.

Managing Partner shall provide services to the Partnership in the manner set forth in Article III, below. The Managing Partner may act, execute documents and provide services (in accordance with Article III, below) to and on behalf of the Partnership and can bind the Partnership.

(b) Limited Partners: The Limited Partners of the Partnership shall consist of the following:

(1) The Original Limited Partner shall be Jay D. Morrow. The capital contribution of the Original Limited Partner shall be Ten Dollars (\$10). Mr. Morrow has become the Original Limited Partner solely for the purpose of forming the Partnership, and upon admission of its first additional Limited Partner, the Original Limited Partnership Interest of Mr. Morrow shall be terminated, and his capital contribution returned.

(2) Investors who shall be admitted as additional Limited Partners in accordance with subsection (c) of this section.

(3) Investors who shall be admitted as substitute Limited Partners, in accordance with §6.1, below.

(c) Admission of Limited Partners: The Original Limited Partner shall be admitted after execution of this Agreement.

Investors shall be admitted as Limited Partners in accordance with the other provisions of this subsection and in accordance with and after they have executed a Subscription Agreement and after the General Partner has accepted such subscription. The Subscription Agreement to be executed shall be in such form as the General Partner shall require.

With respect to the sale of Units of Limited Partnership Interests, the investors then contributing dollars shall be admitted as Limited Partners not later than fifteen (15) days after the release of escrow monies to the Partnership. Thereafter, investors shall be admitted into the Partnership not later than the first day of the calendar month following the date their subscription was accepted by the General Partner on behalf of the Partnership. Subscriptions shall be accepted

or rejected by the Partnership within thirty (30) days of their receipt; if rejected, all subscription monies will be returned to the rejected subscriber forthwith.

The General Partner shall have the authority, on behalf of the Partnership and each Partner (without notice and without consent from any other Partner), to admit any persons or organizations selected by it, in its discretion, as Limited Partners, subject to any status or suitability requirements for a respective class of Limited Partners.

Amended Partnership Certificates shall be filed in all appropriate counties in the State of Florida and with the Secretary of State of Florida or elsewhere deemed appropriate upon the admission of Limited Partners, pursuant to the above paragraphs.

References to Limited Partner or Limited Partners shall refer to and mean Limited Partners either respectively or collectively, as the context requires.

Consistent with other provisions of this Agreement, a form certificate for Limited Partners will be selected by the General Partner and thereby adopted by the Partnership. Such certificates shall be issued to respective Limited Partners in accordance with the other provisions of this Agreement.

§1.4. Business Purposes of the Partnership.

(a) General Business Activity: The purposes and business of the Partnership shall generally be to acquire, invest in, own, hold, manage, sell, exchange, or otherwise conduct business with respect to the various Project Interests and to do all things reasonably incident thereto.

The General Partner has the right, but not the obligation or requirement, to expand the business of the Partnership to include investments in addition to the Project Interests. Any such

additional investment shall be in real estate projects or equity interests in real estate projects where the assets underlying such additional investments are of a character similar to that underlying the Project Interests. Also, in connection with such additional investments and/or for other existing business purposes, the Partnership may, but is not obligated or required to, raise additional capital so long as the interest of the limited Partners in the Project Interests are not thereby further subordinated or diluted.

The purposes and business of the Partnership may be carried out by way of investments and participation by the Partnership in other limited partnerships, partnerships or joint ventures, corporations, or any other arrangements or investments as the General Partner shall determine.

Notwithstanding other provisions of this agreement, the Project Interests shall not be sold within seventeen (17) years of the effective date of the Partnership unless the Managing Partner obtains the written consent of those limited partners owning seventy-five percent (75%) of the units owned by all Limited Partners.

(b) If for any reason a permanent first mortgage commitment is not made available to the Tanglewood Project, for the project initially contemplated by that partnership, the general partner of the Tanglewood Project is to use its best efforts to cause a FmHA commitment to be made available to the Tanglewood Project for another (substituted) apartment rental development involving economics and tax ramifications to the Tanglewood Project and its partners similar to those initially expected. The general partners of the Tanglewood Project shall have until December 31, 1980 to cause a commitment for permanent first mortgage from FmHA to be made available to the Tanglewood Project for the project initially contemplated by that partnership. If by December 31, 1980, such commitment from FmHA is not available to the Tanglewood Project then the general partners of that partnership shall have until March 31, 1981 to cause either the substitution of a substitute project involving economics

and tax ramifications similar to those initially expected, or the return to its limited partner of all of the capital its limited partner has contributed to that date together with the cancellation of all further subscription obligations. Such returns shall be made on or before March 31, 1981. For purposes of this paragraph, a FmHA first mortgage commitment will be deemed (under the governing instruments of the Tanglewood Project) to be available to that partnership when such is stated in writing by FmHA or a substituted project as permitted by the governing instruments of the Tanglewood Project, is available to the Tanglewood Project.

In the event cash capital is credited or returned to this Partnership by the Tanglewood Project for its (i.e., Tanglewood Project's) failure as described above to proceed with its initially contemplated project or an appropriate substituted project, then such cash or credit capital shall be returned or credited by this Partnership to the Limited Partners to the extent the contributed capital and interest paid by such Limited Partners had been earmarked for use in the acquisition of the Tanglewood Interest. In the event the Tanglewood Project similarly returns subscriptions and related notes to this Partnership, then this Partnership shall cancel portions of subscriptions and portions of subscription notes (and related interest) of Limited Partners to the extent such obligations of the Limited Partners had been earmarked for use in the acquisition of the Tanglewood Interests.

The Managing Partner shall be responsible for and conduct the business of the Partnership and endeavor to carry out its purposes, on behalf of the Partnership. The responsibilities and duties of the General Partner are outlined in Article III, below.

§1.5 Limited Partner Capital Contributions.

It is anticipated that Two Hundred Sixty Six Thousand Dollars (\$266,000) will be raised by the Partnership in the sale of Units of Limited Partnership Interests, subject to §4.1, below. The Limited Partnership Interests shall be sold in units of One Thousand Dollars (\$1,000) with a minimum purchase of ten (10) Units to not more than thirty (30) investors. The purchase price of a Unit shall be paid pursuant to the subscription agreement which may call for part of the purchase price to be paid in cash at the time of the subscription by the Limited Partner and the balance in installments with the outstanding balance of the subscription being evidenced by several interest bearing notes.

ARTICLE II.

PROFITS, LOSSES AND RELATED ITEMS

§2.1 Sources of Yield to Partners.

It is contemplated that the Partners in the Partnership will derive a yield on their investments from three sources, those being profit and loss yield (§2.2), appreciation yield (§2.3), and refinancing yield (§2.4).

§2.2 Profit Yield.

- (a) Definition of "Profits" and "Available Cash from Profits": The term "profits" and "losses" as used in this Agreement shall mean "net profits" and "net losses" of the Partnership as determined by generally accepted accounting principles, except that gain or loss from the sale, exchange or other disposition of Partnership property shall not be included in determining profits. The term "available cash from profits" means the actual cash dollars available to the Partnership from operating income, including operating income allocated to the Partnership by virtue of the Project Interests, and may differ in amount from profits, because of treatment for accounting purposes of certain cash items such

as amortization of the principal portion of Partnership loans and reserves for business contingencies (or loans or reserves of partnerships giving rise to the Project Interests).

- (b) Allocation of Profits, Losses and Distribution of Available Cash from Profits received from all projects shall be as follows:

(i) Ninety-nine percent (99%) to the Limited Partners, as a group; and

(ii) One percent (1%) to the General Partners, as a group.

Anything in the foregoing to the contrary notwithstanding, during the first five (5) years of the Partnership, the allocations made pursuant to the subparagraph (b) shall be amended to read one hundred percent (100%) to the Limited Partners, as a group.

§2.3 Appreciation Yield.

- (a) Definition of "Gains and Losses" and "Available Cash" from Disposition of Property: "Gains and losses" from the sale, exchange or other disposition of Partnership property shall be the difference between the sales price on the transaction and the then adjusted basis of the property. "Available cash" from the sale, exchange or other disposition of Partnership property means the actual cash dollars available to the Partnership from disposition of any of its assets, after payment of the remaining balance of any debts with respect to such asset, payment of costs of the disposition and payment of debts to any Partner.

The preceding definition of gain and losses and available cash from the disposition of Partnership property shall include the Partnership's allocable or distributive share of items of similar character inuring to the Partnership through the Project Interests.

(b) Allocation and Distribution of Gains and Losses: Gains and losses shall be allocated in the following manner:

- (i) Seventy-five percent (75%) to the Limited Partners, as a group; and
- (ii) Twenty-five percent (25%) to the General Partners, as a group.

(c) Distribution of Available Cash from Disposition of Property: Available cash from disposition of Partnership property shall be distributed first to the Limited Partner to the extent of their original capital contribution and next to the General and Limited Partner.

§2.4 Refinancing Yield.

(a) Definition of "Refinancing Funds": "Refinancing funds" shall mean the excess of cash proceeds upon obtaining a loan on any Partnership asset (regardless of whether any loan had been previously obtained on that asset) after paying off the remaining balance of any debts and obligations related to that asset and any expenses of obtaining the loan. Refinancing funds shall include the Partnership's allocable or distributive share of items of similar character inuring to the Partnership through the Project Interests.

(b) Distribution of Available Cash from Refinancing Funds: Refinancing funds which are not required by the Partnership for operation or reserved for business contingencies, and which are available for distribution to the Partners shall be distributed in the same manner as that amount of funds would be distributed if the refinancing were a sale, exchange or disposition of the mortgaged asset (or the mortgaged asset underlying a respective Project Interest) and the

new mortgage (or new mortgage underlying a respective Project Interest) was the sales price.

§2.5 Tax Allocations and Provisions.

For federal income tax purposes, all items of gain, loss, deduction or credit shall be allocated among the Partners in the same manner as such items are allocated for Partnership purposes in the preceding sections of this Article II. Provided that the credits shall be allocated in the same manner that losses are allocated.

Notwithstanding the preceding, for federal income tax purposes, gain arising as the result of the disposition of Partnership property shall, to the extent of depreciation deductions taken, first be allocated to the respective Partners in the same ratio that they were allocated such deductions in previous years.

§2.6 Divisional Accounting.

To reasonably and fairly effectuate the various allocations required by this Article II between each Project Interest and/or respective Partners, any income or other economic or accounting or tax item derived from each Project Interest shall be computed on a divisional basis separately from that of any other Project Interest. In this connection, equitable allocations of costs and expenses will be made by an independent accountant engaged by the Partnership. The allocations of the accountant will be binding on all persons.

Notwithstanding the preceding paragraph, where allocations or distributions are made in this Agreement without reference to each Project Interest, such allocations or deductions shall be made from the result of the appropriate consolidation, as determined by the Managing Partner, of each Project Interest or additional interest, if any, then owned by the Partnership with respect to the item or items being so allocated or distributed.

§2.7 Allocations and Distributions
Among Limited Partners.

Profits, losses, gains, deductions, credits, liabilities and cash flow allocated or distributed to the Limited Partners, as a class, shall be allocated and distributed among respective Partners of the class according to the ratio that each Partner's capital contribution bears to the total capital contributions of all the Partners of his class which are receiving the given allocation or distribution.

Profits, Losses, gains, deductions, credits, liabilities and cash flow allocated or distributed to the General Partner shall be allocated and distributed among respective General Partners as they shall mutually agree from time to time consistent on an annual basis with the requirements of the federal income tax law.

§2.8 Timing of Distribution of
Cash Available.

Distribution to Partners of cash available from the various Partnership sources shall be made from time to time, as determined in the discretion of the Managing Partner, but not less often than annually, and only after Managing Partner, in its sole discretion, has set aside amounts it deems appropriate for the purposes of operating or acquisition capital and reserves for business contingencies. Distribution of cash available from disposition of Partnership property shall be made only upon an actual disposition of such property, and not upon an appreciation in the fair market value of such property retained by the Partnership.

§2.9 Reserves.

The Partnership shall maintain a working capital reserve needed for business contingencies in such amounts as the Managing Partner shall from time to time determine. The Partners believe that the General Partner's general commitment to fund, if needed, requirements beyond other Partnership sources for contingencies is adequate, so that no reserve need be established or otherwise set aside or funded from the proceeds of the sale of the Units of Limited Partnership interest, although such reserve shall be permitted as determined in the discretion of the Managing Partner.

§2.10 Proration of Partnership Allocations
Upon Admission or Addition of
Substitute Partners.

All items of profits, losses, gains, deductions, credits, liabilities and cash flow shall be calculated for each month during 1980 and for each quarter thereafter, and those portions allocable to the respective Partners shall be allocated among the members of the General or Limited Partners, respectively, who were such at the end of each such period, in accordance with their capital contributions at the end of such period.

ARTICLE III.

RESPONSIBILITIES AND POWERS OF GENERAL PARTNER

§3.1 General Responsibilities of
General Partner.

The General Partner shall have the fiduciary responsibility for the safekeeping and use of all funds and assets of the Partnership, whether or not in its immediate possession or control, and it shall not employ, or permit another to employ, such funds or assets in any manner except for the exclusive benefit of the Partnership except to the extent others may also benefit from the same funds or assets of the Partnership, such as in the case of Property owned by the Partnership through a joint venture or other similar arrangement permitted by this Agreement. The General Partner shall devote such of its time to the business of the Partnership as it deems necessary to conduct such business to the advantage of the Partnership and to generally cause profit to be realized from the assets of the Partnership. The General Partner shall render to the Partners, whenever reasonably requested, and cause to be rendered as required by this Agreement, a just and faithful account of all dealings and transactions of the Partnership.

The General Partner shall have the sole responsibility for causing the business of the Partnership to be conducted and for carrying out the purposes of the Partnership. The General Partner shall have the sole responsibility for all financial and financing matters of the Partnership, including determining, in its sole discretion, the amounts of loans (whether secured or unsecured), the interest rates and

the amount of security to be required, subject only to specific requirements, restrictions or approvals provided by this Agreement.

§3.2 General Powers of General Partner.

General Partner shall render services as general partner to the Partnership as described in this Article, but in return for such services shall receive no interest in the capital contributed by Limited Partners. Its compensation shall be limited to its share of the profits and gains as provided in Article II, except as otherwise permitted by this Agreement.

In order to permit General Partner to perform its functions and to carry out its responsibilities under this Agreement, General Partner shall have the authority on behalf of the Partnership to conduct any and all Partnership business including, by way of illustration, and not of limitation, the authority to establish, maintain and draw upon checking and other accounts in the name of the Partnership in such bank or banks as General Partner may from time to time select; negotiate, enter into and execute any and all contracts, or contracts for the operation and management of Partnership property necessary, desirable, or convenient with respect to the Partnership, whether or not the term of such contracts (including the renewal term, if any) shall extend beyond the date of the termination of the Partnership, execute any notification, statements, reports, returns and other filings that are necessary or desirable to be filed with any state or federal agency, commission, or authority, including any state or federal securities commission; make any tax elections available to the Partnership pursuant to §§1.754-1 and 1.703-1(b) of the Regulations under the Internal Revenue Code of 1954, as amended, or similar provisions of like tenor; execute, acknowledge and deliver any and all instruments which are necessary to effectuate any of the foregoing or otherwise desirable; sell, exchange, dispose of, transfer, lease or otherwise alienate, or to convey title to and/or grant an option for the sale of all or any portion of the real or personal property of the Partnership, to the extent such are permitted by this Agreement, including any mortgage or leasehold or other interest; lease all or any portion of such real or personal property and without limit as to the term, whether or not such term (including renewal term, if any) shall extend beyond the termination of the Partnership,

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whether or not the property so leased is to be occupied by the lessee, or in turn, sublet in whole or in part to others; borrow money and, as security, to mortgage, including second mortgage, all or any part of such Partnership property; obtain replacements for any such mortgage or mortgages, and to prepay in whole or in part, to refinance, recast, increase, modify, consolidate, correlate or extend any mortgage(s) affecting such Partnership property, all the foregoing at such price, rental or amount and for cash, securities, or other property and upon such terms as it deems proper; place on record the title of such property in the name or names of a nominee or nominees for the purpose of mortgage financing or any other convenience or benefit of the Partnership; subordinate the equity in Partnership assets to obligations of others; employ accountants, attorneys, and other persons, firms, corporations or entities, on such terms and for such compensation as it shall determine. The General Partner may arrange for facsimile signatures for itself in executing any writing on behalf of the Partnership. By way of illustration of the foregoing (and not of limitation) General Partner shall possess all of the powers and rights of partners of a partnership without limited partners under the Uniform Partnership Law of the State of Florida. Such powers are granted to General Partner to assist General Partner in carrying out the specific purposes of the Partnership and not for other purposes.

**§3.3 General Partner's Power To
Sign Cognovit Notes.**

The Limited Partners expressly waive their right to consent in writing prior to the General Partner's signing a warrant of attorney to confess judgment against the Partnership in the specific instance when such a confession is in connection with a promissory note in which the lender demands that a cognovit provision be included. The General Partner shall in good faith attempt to secure loans without a cognovit provision where possible. This waiver is granted by the Limited Partners specifically for the purpose stated and does not constitute an unlimited right in the General Partner to confess judgment against the Partnership.

§3.4 Dealings With Related Parties.

(a) Dealings with General Partner or Related Parties: Subject to the conditions and restrictions imposed by this Agreement, the General

Partner may employ, on behalf of the Partnership, persons or entities related, either directly or indirectly, to the General Partner to manage Partnership property, to render real estate brokerage services, and to render or perform other services for the Partnership or otherwise to engage in transactions with the Partnership.

The preceding paragraph is subject to the following: no loans may be made by the Partnership to the General Partner or an affiliate of the General Partner; the General Partner may, however, make loans to or advances to or on behalf of the Partnership, and in that event such loans or advances may be repaid by the Partnership to the General Partner without regard to the priority on distributions contained in Article II, above. The General Partner shall not be given the exclusive right to sell, or an exclusive employment agreement to sell, property for the Partnership; however, the General Partner, or its affiliate, may represent itself as the exclusive agent of the Partnership in transactions where the Partnership is purchasing property, and for services rendered, the General Partner or its affiliate may be compensated for such services as permitted by this Agreement. No affiliate of the General Partner may receive from the Partnership an insurance brokerage fee, or write an insurance policy covering the Partnership, the General Partner (in its capacity as general partner of this Partnership), or any of the Partnership's property. No brokerage commissions or fees may be paid by the Partnership, directly or indirectly, to the General Partner, or its affiliates, on the reinvestment of the proceeds from the resale, exchange, or refinancing of the Partnership's property.

The General Partner, or an affiliate thereof, may receive fees as compensation for acquisition, packaging, planning and consulting services rendered to or on behalf of the Partnership or for non-competition agreements. Further, General Partner may render services for or enter into agreements with the Partnership as and to the extent provided in any offering circular, prospectus, or memorandum used in connection with the sale of the Units of limited partnership interests or as otherwise permitted by this Agreement.

Other services permitted to be performed by the General Partner or its affiliates will be further subject to the following:

(1) The compensation, price or fee for services so rendered must be comparable and competitive with the compensation, price or fee of any other person(s) who is rendering comparable services which could reasonably be made available to the Partnership and shall be on competitive terms;

(2) Fees and other terms of the engagement shall be fully disclosed in the financial statements and reports to Limited Partners;

(b) Dealings with Limited Partners or Related Parties: Any Limited Partner or persons or entities related to any Limited Partner may be engaged or employed by the Partnership to render or perform services for the Partnership or sell property of any kind or description to the Partnership, or otherwise engage in transactions with the Partnership. Such engagements, employments or other transactions cannot be invalidated by reason of any relationship with affiliates of any of the Limited Partners so long as the prices, fees, or other compensation paid to such persons or entities are on terms no less favorable than those reasonably available from unaffiliated third parties doing business in the same geographic area.

If the General Partner or one of its Partners or principals of one of its Partners shall, directly or indirectly, become a Limited Partner, the provisions of subsection (a) of this section shall control with respect to such a Limited Partner.

ARTICLE IV.

CAPITAL AND CAPITAL ACCOUNTS

§4.1 Capital Contributions of Limited Partners.

Two Hundred Sixty Six Thousand Dollars (\$266,000) of Interests are hereby authorized. The total capital contributions from the offering of Interests shall not initially exceed Two Hundred Sixty Six Thousand Dollars (\$266,000). These initial Interests shall be sold in units of One Thousand Dollars (\$1,000) to not more than thirty (30) investors. The minimum purchase of Interests shall be ten (10) Units, or Ten Thousand Dollars (\$10,000). Contributions shall be made in accordance with the Agreement to Become a Limited Partner as described in §1.3, above. Capital contributions in addition to those initially subscribed to or subsequently agreed to by an investor shall not be required.

In the event the General Partner determines that it is desirable to sell Limited Partnership Interests in the Partnership in addition to those to be initially offered hereunder, each Limited Partner shall have a pre-emptive right to a share of such additional Interests that may be sold, determined by the percentage his capital contribution bears to the then total capital contributions of all Limited Partners. The terms, provisions and procedures for exercising pre-emptive rights a Limited Partner may have shall be determined solely by the General Partner, and such determination shall be effective and binding with respect to all Partners. The procedures concerning escrow and other administrative matters with respect to any Limited Partnership Interests, in addition to those initially offered hereunder, shall be as determined in the sole discretion of the General Partner.

§4.2 Determination of Capital Accounts.

An individual capital account shall be maintained for each partner. Initially, the capital account of each Partner shall consist of his initial capital contribution paid. The capital account of each Limited Partner shall be reduced by the selling or underwriting commission or other expenditures incurred by the Partnership in connection with the sale of respective Limited Partnership Interests. The capital account of each Partner shall be increased by (1) additional capital contributions paid and permitted by this

Agreement, and (2) any allocation of Partnership profits and gains as provided in this Agreement. The capital account of each Partner shall be decreased by (1) distributions in reduction of Partnership capital, (2) Partnership losses or losses from disposition of Partnership property allocated to the capital accounts of the Partners, and (3) distributions of refinancing funds. Notwithstanding this or any other provision of this Agreement, the General Partner shall not be required to contribute capital because of a negative capital account for the General Partner, except upon the dissolution of the Partnership. No interest shall be paid on the capital account of any Partner.

ARTICLE V.

ACCOUNTING MATTERS

§5.1 Books and Records.

The books and records of the Partnership shall be kept on the basis of generally accepted accounting methods and principles unless otherwise required by this Agreement. Such books and records shall be maintained at the principal office of the Partnership and shall be open to reasonable inspection and examination by any Partner or his duly authorized representative. All accounting or tax elections shall be made, on behalf of the Partnership, by the General Partner. A list of the names and addresses of all Limited Partners shall be maintained as part of the books and records of the Partnership. Further, all appraisals, if any, secured by the Partnership, shall be maintained as part of the books and records for a period of at least five (5) years and shall be available for inspection or duplication by any Partner.

In order to assist the Partnership in presenting a valuation of the interests of the Partners, the independent accounting firm providing financial statements to the Partnership shall present in such statements a balance sheet and/or other pertinent presentations and statements setting forth assets of the Partnership and interests of the Partners on an appraised value basis.

§5.2 Annual Reports.

Within ninety (90) days after the end of each fiscal year of the Partnership, the General Partner shall cause to be prepared and distributed to the Partners an annual report containing the following:

- (i) A statement of financial condition as of the year then ended, an operating statement for the year then ended, a statement of sources and application of funds and a cash flow statement, all of which shall be prepared by independent public accountants;
- (ii) A report of the activities of the Partnership during the period covered by the report;
- (iii) A statement of distributions to Limited Partners for the period covered, separately identifying distributions from (1) cash available from operations during the period, or prior period which had been held as reserves, (2) proceeds from disposition of property, (3) refinancing funds, and (4) reserves, if any, from the proceeds from the offering of Common Limited Partner Interests; and

Additionally, the annual reports shall reflect each Partner's distributive share of income, gain, loss, deduction or credit for federal income tax purposes.

ARTICLE VI.

TRANSFERS OF PARTNERSHIP INTERESTS

§6.1 Right to Become a Limited Partner.

The assignment of Units of Limited Partnership Interest shall be restricted to the extent that counsel for the Partnership determines necessary to preserve the Partnership's federal income tax status as a limited partnership and to comply with the Securities Act of 1933, as amended, the rules and regulations thereunder, or the laws of the

State of Florida. No assignee of the whole or any portion of a Limited Partner's interest in the Partnership shall, however, have the right to become a substitute limited partner in place of his assignor unless (1) the Partnership shall give its written consent thereto, the granting or denial of which shall be within the sole and absolute discretion of the Managing General Partner, (2) the Limited Partner shall forward to the Partnership a request for admission of a substitute limited partner, duly executed by the Limited Partner and the proposed substitute limited partner, requesting such admission and he shall have executed such documents as the Partnership may reasonably require for effecting such admission, together with an opinion of counsel satisfactory to the Partnership that any such proposed transfer will not be in violation of the Securities Act of 1933, as amended, and (3) such proposed substitute limited partner shall agree to pay, as the Managing General Partner may determine, all reasonable expenses and legal fees connected with such admission, including, but not limited to, the cost of preparing, filing and publishing an amendment to the Partnership Certificate in connection with such admission. Transfers or assignments of Units of Limited Partnership Interest shall be subject to the same minimum purchase and other requirements governing the sale of Units of Limited Partnership Interest by the Partnership.

§6.2 Transfer of General Partner's Interest.

The General Partner may substitute another entity in its place as the General Partner or add another entity as an additional General Partner without the approval of the Limited Partners if one or more of the principals of Morrow, Inc. owns fifty-one percent (51%) or more of the total voting rights of the then general partner(s) of the Partnership. Otherwise, the General Partner shall not voluntarily withdraw from the Partnership or otherwise transfer or assign the general partner interest in the Partnership without the consent of seventy-five percent (75%) or more of the then outstanding Limited Partnership Interests voted in accordance with §8.5, below. Notwithstanding the other provisions of this §6.2, the General Partner shall be prohibited from transferring its interest if such transfer would in any way jeopardize the limited liability of the Limited Partners or the tax status of the Partnership.

The death, adjudication of bankruptcy, incompetency or insolvency of any of the General Partners (other than the

last remaining or surviving General Partner) shall not dissolve the Partnership. In the event of such death, adjudication of bankruptcy, incompetency or insolvency of a General Partner, the personal representative, legatees, devisees, heirs and assigns of such General Partner shall become a Limited Partner of the Partnership with the same ownership and share of profits and losses as in effect prior to such event. The surviving or remaining General Partner(s) shall take such steps as are necessary to convert the interest of such deceased, bankrupt, incompetent or insolvent General Partner in the Partnership into a limited partnership interest under the provisions of the Florida Uniform Partnership Law. Such limited partnership interest shall provide for restrictions of assignment which shall be similar to those set forth herein.

All applicable parties, including the remaining or surviving General Partner(s) and the applicable personal representative, legatees, devisees, heirs and assigns shall execute the necessary documents and agreements in order to accomplish the conversion of the interest of any such deceased, bankrupt, incompetent or insolvent General Partner into a limited partnership interest. Such documents and agreement shall be signed as follows:

- (a) In the event of death, within six (6) months following the appointment of the executor or administrator of the estate of the deceased General Partner.
- (b) In the event of adjudication of bankruptcy or insolvency, within six (6) months following the appointment of the Trustee of such bankrupt General Partner or legal determination of insolvency, whichever is applicable; and
- (c) In the event of incompetency, within six (6) months following the appointment of the guardian of such incompetent General Partner.

In the event of the withdrawal, dissolution, assignment for the benefit of creditors, adjudication of bankruptcy or insolvency or incompetency of a General Partner, the Partnership shall not dissolve, but shall continue with the remaining General Partner (or Partners) succeeding to the rights and obligations of the General Partners as aforesaid.

If only one General Partner remains, he or it shall become the Managing Partner. If more than one General Partner remains, then the majority of said remaining General Partners shall select the Managing Partner. In the event of the withdrawal, dissolution, assignment for the benefit of creditors, adjudication of bankruptcy or insolvency or incompetency of the last remaining General Partner, the Limited Partners may, by vote of seventy-five percent (75%) in interest of the Limited Partners, within ninety (90) days after written notice of such event, elect to continue the business of the Partnership and designate a new General Partner (or Partners) and a Managing Partner who shall consent to and accept such designation as of the date of such event. The election of such new General Partner (or Partners) shall forthwith execute and record an amendment to the Partnership Certificate to evidence the election as required by the appropriate governing law.

**§6.3 Death, Bankruptcy, Incompetency or
Dissolution of a Limited Partner.**

The event of death, adjudication of bankruptcy, insanity or incompetency or dissolution of a Limited Partner shall not dissolve the Partnership. Upon the occurrence of such an event (and written notice thereof to the Partnership) the lawful transferee of such Limited Partner shall have the same rights and powers as such Limited Partner would have had absent the occurrence of the event.

§6.4 Withdrawals.

Neither the Limited Partners nor the General Partner shall at any time withdraw from the Partnership except as provided in this Agreement.

ARTICLE VII.

TERMINATION OF THE PARTNERSHIP

§7.1 Causes of Dissolution.

Notwithstanding anything to the contrary contained in this Agreement, the Partnership shall be dissolved upon the happening of any one of the following events:

- (a) The decision of the General Partners or at least seventy-five percent (75%) of the Limited Partners to dissolve the Partnership (with the concurrence of the General Partner).
- (b) Upon the expiration of the term of this Limited Partnership as provided in §1.2, above.
- (c) Upon the death, incompetency, insolvency or bankruptcy of the last remaining or surviving General Partner if the Limited Partners fail to designate a new General Partner (or Partners).
- (d) Upon the sale of all or substantially all the assets of the Partnership.

§7.2 Liquidation Procedures.

Upon the dissolution of the Partnership, the assets of the Partnership shall be liquidated, and the resultant funds shall be applied in the following order construed in accordance with and pursuant to the provisions of the Florida Uniform Limited Partnership Act:

- (a) Payment for all expenses and liquidation of debts and liabilities (except to Limited Partners on account of their capital contributions) of the Partnership and establishment of any reserves that may be deemed by the Managing Partner or other persons having control of the liquidation proceedings to be reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership.
- (b) To the Limited Partners to the extent of their share of any undistributed profits.
- (c) To the Limited Partners in respect to their then capital accounts.
- (d) To the General Partner other than for capital and profits of the Partnership.

(e) To the General Partner to the extent of its share of any undistributed profits.

(1) To the General Partner in respect to its then capital account.

For purposes of the above liquidation provisions, the Partners' share of "undistributed profits" shall mean their allocable share of gain to the extent of the difference between the sales price and the balance of any debt on the asset sold, as provided in §2.3(b)(i) above, not previously distributed. The Partners' "then capital accounts" shall mean the respective Partners' capital accounts determined in accord with §4.3 as of the date of dissolution taking into account all increases and decreases to their initial capital contribution through and including the liquidating distribution of undistributed profits. If the Limited Partners' then capital accounts would otherwise be negative, then such capital accounts shall be adjusted to zero, and the General Partner's then capital account shall be reduced in the amount of the adjustments required by this sentence, if any, to the Limited Partners' capital accounts.

Upon the dissolution of the Partnership, a statement shall be prepared by the public accountants employed by the Partnership setting forth the assets and the liabilities of the Partnership, and a copy of such statement shall be furnished to each Partner within ninety (90) days after dissolution.

ARTICLE VIII.

OTHER PROVISIONS

§8.1 No Personal Liability of Beneficiaries or Trustees of Certain Entities.

In the event a trust or other institutional investor subscribes to a Unit(s) of Limited Partnership interest and the trust instrument or other entity documents contain provisions restricting investment and limiting liability, neither the trustees nor any beneficiaries shall be personally liable for any obligation of such trust or similar entity. The General Partner or any other parties in interest to this Agreement shall look solely to the property of such trust or similar entity for payment of any claim thereunder.

§8.2 Reimbursement of General Partner
and Expenses of Partnership.

All expenses of the Partnership are anticipated to be billed to the Partnership. Reimbursements to the General Partner or its affiliates shall, however, be permitted to the extent the reimbursed item relates directly to the operation, activity, business or affairs of the Partnership.

§8.3 Protection of Parties.

General Partner, its employees and agents, shall have no liability to the Partnership nor to any Limited Partner for any mistakes or errors in judgment, nor for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement. General Partner, its employees and agents, shall be liable only for acts and/or omissions involving intentional wrongdoing. Actions or omissions taken in reliance upon the advice of legal counsel, approved by the General Partner, as being within the scope of authority conferred by this Agreement shall be conclusive evidence of good faith; however, the General Partner, its employees and agents, shall not be required to procure such advice to be entitled to the benefit of this and the preceding sentences. The Partnership shall indemnify and save harmless General Partner, its employees and agents, against and from any personal loss, liability or damage incurred as a result of any act or omission with respect to which protection is provided under this section.

§8.4 Power of Attorney.

The Limited Partners, if any, constitute and appoint Morrow, Inc., one of the General Partners, as long as it remains a General Partner, as their true and lawful representative and attorney-in-fact, in their name, place and stead to make, execute, sign, swear to and file a Partnership Certificate for the Partnership, any amendment thereto required by law and all such other instruments, documents and certificates which may from time to time be required by the laws of the United States of America, the State of Florida or any other state in which the Partnership shall determine to do business, or any political subdivision or agency thereof, to effectuate, implement and continue the valid subsisting existence of the Partnership. Additionally, Limited Partners constitute and appoint such General Partner

as their true and lawful representative and attorney-in-fact to sign cognovit promissory notes as specifically set forth in §3.3, above. Neither grant of power of attorney shall grant the General Partner any right, power or authority to amend or modify this Agreement when acting in such capacity. In the event any additional or substituted general partner is admitted to the Partnership, such general partners constitute and appoint Morrow, Inc., as long as it remains a partner of the General Partner, as their true and lawful representative and attorney-in-fact, in their name, place and stead, for the foregoing purposes.

§8.5 Meetings of the Partners, Voting Rights of Limited Partners, and Amendment of the Agreement.

Meetings of the Partnership may be called by the General Partner or by Limited Partners holding more than ten percent (10%) of the then outstanding Units of Limited Partnership Interest, for any matters on which the Limited Partners may vote as set forth in this Agreement. A list of the names and addresses of all Limited Partners shall be maintained as part of the books and records of the Partnership and shall be made available on request to any Limited Partner or his representative at his cost. Within ten (10) days of receipt of a written request, either in person or by registered mail, stating the purpose(s) of the meeting, the Managing Partner shall provide all Partners written notice, either in person or by registered mail, of a meeting and the purpose(s) of such meeting to be held not less than fifteen (15) nor more than sixty (60) days after receipt of said request, at a time and place determined in the discretion of Managing Partner. Fifty percent (50%) or more of the then outstanding Units of all Limited Partnership Interest must be represented at a meeting so held before any action may be taken requiring the vote of the Limited Partners. Further, the Managing Partner may (but is not required to do so) call a meeting to report to the Limited Partners concerning the business of the Partnership.

If a waiver of a meeting to vote on any Partnership matters on which the Limited Partners may vote is obtained from sixty-six and two-thirds percent (66-2/3%) or more of the then outstanding Units of limited partnership interest, a vote of the Limited Partners may be taken without a meeting. The waiver of meeting must state the purpose(s) of the meeting being waived.

At a meeting, or upon waiver thereof, in accordance with this Agreement, seventy-five percent (75%) or more of the then outstanding Units of limited partnership interest may, (1) without the necessity for concurrence by the General Partner, amend the Agreement on matters that would not alter the basic substance thereof, (2) dissolve the Partnership, with the concurrence of the General Partners, or (3) approve the sale of all or substantially all of the assets of the Partnership if called upon to do so by the General Partners.

The General Partner must obtain the approval of fifty percent (50%) or more of the then outstanding Units of limited partnership interest, except as otherwise provided, whenever it desires to alter the basic substance of the Agreement of the Partnership. The General Partner must obtain such approval at a meeting, or upon waiver thereof, in accordance with this Agreement. The General Partner may dissolve the Partnership without the consent of the Limited Partners or sell all or substantially all of the assets of the Partnership (subject to §1.4(a)(iii) and §7.1(d), above).

In the event that a vote of the Limited Partners is required or permitted under this Agreement, each Limited Partner shall have one (1) vote for each Unit of Limited Partnership Interest then owned of record by such Limited Partner.

The voting rights accorded to the Limited Partners are intended to relate only to the structure of the Partnership and not to the management or operation of the business of the Partnership. In the event any vote is to be taken by the Limited Partners pursuant to the terms of this Agreement, such vote shall not occur unless and until an opinion of counsel for the Partnership has been rendered, or a declaratory judgment secured by the Limited Partner desiring to vote, to the effect that such vote will not either subject the Limited Partners to unlimited liability pursuant to state law or subject the Partnership to being taxable as an association for purposes of federal income tax laws.

The General Partner may, without the consent of Limited Partners, make such amendments to the Agreement which are reasonable (a) to insure the continuation of partnership status, (b) to insure that the Partnership will be treated as a partnership and not an association for federal income tax purposes, (c) to assure that the Limited Partners will not be subject to unlimited liability pursuant to state law, or (d) to satisfy tax, accounting or legal requirements or decisions of the Partnership--provided that counsel for the

Partnership is of the opinion that any such amendments do not have a substantial adverse effect on the rights or interests of Limited Partners.

§8.6 Arbitration.

In the event of any dispute under this Agreement, such dispute shall be settled by arbitration in Lakeland, Florida, in accordance with the then prevailing rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof.

§8.7 Notices.

All notices, including notices to Limited Partners, shall be in writing and shall be deemed given when deposited in the mail addressed to the party to receive notice at his or its last known address as supplied to the Partnership.

§8.8 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

§8.9 Governing Law.

This Agreement and performance hereunder shall be construed pursuant to the laws of the State of Florida.

§8.10 Variations in Pronouns.

Each pronoun shall include any gender or number thereof as the identity of its antecedent may require.

§8.11 Entire Agreement.

This Agreement contains the entire understanding between the parties hereto and supersedes any prior understandings or guarantees between them respecting the subject matter. There are no representations, arrangements, understandings or agreements, oral or written, among the parties hereto.

relating to the subject matter. No changes, alterations, modifications, additions or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by the then Partners, as required by §8.5, above.

§8.12 Severability.

If any provision of this Agreement shall be held to be invalid, such holding shall not in any way whatsoever affect the validity of the remainder of this Agreement.

§8.13 Counterparts.

This Agreement may be executed in several counterparts; all executed counterparts shall constitute one Agreement, binding on all parties, even though all parties have not executed the original or the same counterpart.

§8.14 Captions.

The captions at the beginning of the several sections and subsections of this Agreement are not a part of the context thereof, but are merely labels to assist in locating and reading those several sections and subsections. They shall be ignored in construing this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this 1st day of April, 1980, effective on the date set forth at the beginning hereof.

GENERAL PARTNER:

MORROW, INC.

By Jay D. Morrow
Jay D. Morrow,
its President

ORIGINAL LIMITED PARTNER.

By Jay D. Morrow
Jay D. Morrow
3433 South Florida Ave
Lakeland, FL 33803
STATE OF FLORIDA, COUNTY OF POLK

Sworn and subscribed to before me this 1st day of April, 1980.

By Jay D. Morrow
Jay D. Morrow, Individual

Anna C. [Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 19, 1981

STATE OF FLORIDA, COUNTY OF POLK

Sworn and subscribed to before me this 1st day of April, 1980.

Anna C. [Signature]
Notary Public, My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 15, 1982

relating to the subject matter. No changes, alterations, modifications, additions or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by the then Partners, as required by §8.5, above.

§8.12 Severability.

If any provision of this Agreement shall be held to be invalid, such holding shall not in any way whatsoever affect the validity of the remainder of this Agreement.

§8.13 Counterparts.

This Agreement may be executed in several counterparts; all executed counterparts shall constitute one Agreement, binding on all parties, even though all parties have not executed the original or the same counterpart.

§8.14 Captions.

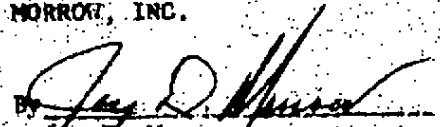
The captions at the beginning of the several sections and subsections of this Agreement are not a part of the context thereof, but are merely labels to assist in locating and reading those several sections and subsections. They shall be ignored in construing this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this 1st day of April, 1980, effective on the date set forth at the beginning hereof.


STATE OF FLORIDA
COUNTY OF POLK

GENERAL PARTNER

MORROW, INC.


Jay B. Morrow
Its President
2433 South Florida Ave.
Lakeland FL 33603

Executed and subscribed to before me this 1st day of April, 1980.



Notary Public, My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Jan. 19, 1981

STATE OF FLORIDA
COUNTY OF POLK

JAY D. MORROW, INDIVIDUALLY


Jay D. Morrow, Individually

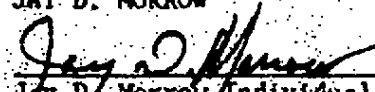
Sworn and subscribed to before me this 1st day of April, 1980.


Notary Public
My Commission Expires:

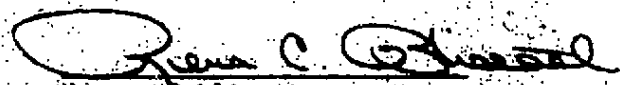
Notary Public, State of Florida at Large
My Commission Expires Jan. 19, 1981

STATE OF FLORIDA
COUNTY OF POLK

ORIGINAL LIMITED PARTNER
JAY D. MORROW


Jay D. Morrow, Individually
2933 South Fla Ave
LAKE LAKE, FL 33503

Sworn and subscribed to before me this 1st day of April, 1980.


Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 19, 1981

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2471 17807 81 30.00 DS

DIVISION OF CORPORATIONS

NAME John Graham
ADDRESS 2940 Diane Field Rd
CITY Lakeland STATE Fla ZIP CODE 33803
AREA CODE & PHONE NUMBER 813 644-7524
NAME OF CORPORATION Rural Housing Partnership IV Ltd

LP # 9000

FOR OFFICE USE ONLY

<input type="checkbox"/> DOMESTIC	<input checked="" type="checkbox"/> AMENDMENT	<input type="checkbox"/> SEARCH
<input type="checkbox"/> FOREIGN	<input type="checkbox"/> DISSOLUTION	<input type="checkbox"/> MERGER
<input type="checkbox"/> PROFIT	<input type="checkbox"/> REINSTATEMENT	<input type="checkbox"/> MARK
<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> ANNUAL REPORT	<input type="checkbox"/> RESERVATION
<input checked="" type="checkbox"/> LIMITED PARTNERSHIP	<input type="checkbox"/> CERTIFICATE UNDER SEAL	<input checked="" type="checkbox"/> CERTIFIED COPY

Increase
to 13,000

WALK IN - WILL WAIT

9/12/80

G. TAX 252.00
FILING 30
R. AGENT FEE 30
G. COPY 252.00
TOTAL 564.00
A. BANK
BALANCE DUE
PAID

PICKED UP

DEC 5 10 55 PM '80
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

6-16-80
50 years

CHANGE OF ADDRESS

[illegible]

LP# 90000



FLORIDA DEPARTMENT OF STATE

George Firestone

Secretary of State

Ron Levitt

Assistant Secretary of State

December 5, 1980

DIVISION OF CORPORATIONS

Walk-In

JEAN HARRY

SUBJECT: RURAL HOUSING PARTNERSHIP IV, LTD.

DOCUMENT NUMBER: L.P. #9000

This will acknowledge receipt of the following:

1. XX Check(s) totalling \$ 2,92.00
2. _____ Articles of Incorporation filed
3. _____ Amendments to Articles of Incorporation filed
4. _____ Articles of Merger or Consolidation filed
5. _____ Certificate of Withdrawal filed
6. XX Limited Partnership filed 12/5/80 Amendment
7. _____ Limited Partnership Annual Report filed
8. _____ Trademark Application filed
9. _____ Application for qualification filed _____ It is no longer required to issue a permit. A certificate under seal to this effect may be obtained for \$5.
10. _____ Reinstatement filed
11. _____ Articles of Dissolution filed
12. _____ OTHER:

ENCLOSED:

1. XX Certified Copy(ies) (1) Two
2. _____ Certificate(s) Under Seal
3. _____ Photocopy(ies)
4. _____ OTHER:

bt

FLORIDA State of the Arts

00971607589

FIRST AMENDMENT TO
AGREEMENT AND CERTIFICATE OF
LIMITED PARTNERSHIP
OF
RURAL HOUSING PARTNERSHIP IV, LTD.

THIS FIRST AMENDMENT TO THE AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP, made and entered into at Lakeland, Florida effective this 1st day of December, 1980, by and between MORROW, INC., a Florida corporation, JAY D. MORROW, a Florida resident (hereinafter referred to as the "General Partner") and those individuals hereinafter delineated and designated as Limited Partners.

W I T N E S S E T H: THAT

WHEREAS, an Agreement and Certificate of Limited Partnership of RURAL HOUSING PARTNERSHIP IV, LTD. (the "Partnership Agreement") was heretofore entered into on the 1st day of April, 1980, by and between the above listed entity and individual as General Partner and between Jay D. Morrow as the original Limited Partner; and

WHEREAS, pursuant to the terms of such Partnership Agreement, it was contemplated that additional limited partners would be subsequently admitted and that the original Limited Partner, Jay D. Morrow, would contemporaneously withdraw; and

WHEREAS, the Partnership desires to reflect the admission of those individuals hereinafter delineated as Limited Partners and to effectuate the withdrawal of Jay D. Morrow as the original Limited Partner, as well as to make certain other amendments to the Partnership Agreement;

NOW, THEREFORE, for an in consideration of the matters hereinbefore and hereinafter set forth, the Partnership Agreement is hereby amended as follows:

1. Subparagraph (b) of Section 1.3 of the Partnership Agreement is hereby deleted and the following new Subparagraph (b) is substituted in lieu thereof:

"1.3 Partners.....(b) Limited Partners: The Limited Partners of the Partnership shall consist of the following:

- (1) William E. Boynton, 132 Lake Mariam Rd., Winter Haven, Florida 33880; Robert W. Carriger, P. O. Box 2228, Bartow, Florida 33830; DeVane Groves, Inc., Route #2, Box 155, Ft. Meade, Florida 33841; A. K. Dockery, P.O. Box 5644, Lakeland, Florida 33803; Robert H. Dodd, 5224 Post Lake, Lakeland, Florida 33805; Barbara Faye Doppelheuer, 827 Demington St., Lakeland, Florida 33803; Glenn N. Dorsett, P. O. Box 1262,

Auburndale, Florida 33823; Harvey B. Hardy, 1420
 Geville Place, Lakeland, Florida 33801; Richard A.
 Harang, 240 Birch Lane, Lakeland, Florida 33803;
 Samuel V. Houghtaling, 2024 John Arthur Way, Lake-
 land, Florida 33803; Jon M. McRae, 914 Shotwell St.,
 Bainbridge, Georgia 31711; J. R. Mills, 4095 Davis Rd.,
 Mulberry, Florida 33860; S. T. Patrick, P. O. Box 111,
 Lakeland, Florida 33802; J. Edd Purdue, P. O. Box 189,
 Altamonte Springs, Florida 32701; Ray Dorsett, 40 N.W.
 8th Street, Homestead, Florida 33030; William Dopple-
 heuer, 164 Shadow Lane, Lakeland, Florida 33803;
 Marie P. & Rocco English, 2819 Rockingham Circle,
 Orlando, Florida 32808; Quince A. Cannon, 1421
 Commercial Park Dr., Lakeland, Florida 33801.

(2) Any Investor who shall be admitted as a substitute
 Limited Partner in accordance with §7.1 below."

2. Section 1.5 of the Partnership Agreement is hereby amended
 by adding the following un-numbered paragraph:

"The Limited Partners during calendar year 1980
 have contributed the following sums to the
 capital account of the partnership:

William E. Boynton	\$2,760
Quince A. Cannon	\$2,760
Robert Carriger	\$2,346
DeVane Groves	\$2,760
A. Kenneth Dockery	\$2,760
Robert Dodd	\$9,936
Barbara F. Doppleheuer	\$2,760
William Doppleheuer	\$2,208
Glenn Dorsett	\$2,760
Ray Dorsett	\$2,760
Marie & Rocco English	\$2,760
Harvey B. Hardy	\$2,760
Richard A. Harang	\$2,760
Samuel Houghtaling	\$2,760
L. Kirk McKay	\$5,520
Jon M. McRae	\$2,760
J. R. Mills	\$4,968
S. T. Patrick	\$4,968
J. E. Purdue	\$9,936
	<hr/>
	\$73,002

IN WITNESS WHEREOF, this First Amendment to Agreement and Certificate of Limited Partnership has been executed as of the date first above written.

GENERAL PARTNERS

MORROW, INC.
Managing General Partner

Juan Malaga
Witness

By Jay D. Morrow
Jay D. Morrow, President

Juan Malaga
Witness

Jay D. Morrow
Jay D. Morrow, Individually

ORIGINAL LIMITED PARTNER

Juan Malaga
Witness

Jay D. Morrow
Jay D. Morrow, Withdrawing
Original Limited Partner

LIMITED PARTNERS

MORROW, INC.
Managing General Partner

Juan Malaga
Witness

By Jay D. Morrow
Jay D. Morrow, President
as attorney-in-fact for
William E. Boynton, Quince A. Cannon,
Robert Carriger, DeVane Groves, A.
Kenneth Dockery, Robert Dodd, Barbara
F. Doppleheuer, William Doppleheuer,
Glenn Dorsett, Ray Dorsett, Marie I.
Rocco English, Harvey B. Hardy,
Richard A. Harang, Samuel Houghtaling,
L. Kirk McKay, Jon M. McRae, J.R.
Mills, S.T. Patrick, J.E. Purdue.

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared JAY D. MORROW, both individually and as president of Morrow, Inc., who executed the foregoing instrument in his individual capacity, as president of Morrow, Inc. and as attorney-in-fact for the above mentioned individuals.

SWORN TO and SUBSCRIBED before me this 1st day of December, 1980.

William C. Shinnott
NOTARY PUBLIC

Notary Public, State of Florida at Large
My Commission Expires Jan. 19, 1981
State of Florida at Large
My commission expires:

LP 9000
Secretary of State

1981



GEORGE FIRESTONE
SECRETARY OF STATE

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304
(904) 488-3600

July 9, 1981

Morrow, Incorporated
Attn: Joyce Roberts
General Corporated Office
2940 Brane Field Road
P.O. Box 5714
Lakeland, Fl 33803

0570 8/12/81 9000
008 8 30.00 99

L.P.A.R.

SUBJECT: Rural Housing Partnership IV, Ltd.

To comply with Chapter 620, Florida Limited Partnership Law, the invested capital shown on the annual reports for limited partnerships must be the same as was shown in the original limited partnership certificate, or as that shown in the last amendment filed increasing or decreasing the invested capital of the limited partners. Our records show this amount to be \$ 73,002.00. Please correct the annual report(s) and return with a check in the amount of \$ 30.00.

If you desire further information please telephone (904) 488-9000

FILED
JUL 16 1 55 PM '81
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

SECRETARY OF STATE'S OFFICE
DIVISION OF CORPORATIONS
FOREIGN SECTION
THE CAPITOL
TALLAHASSEE, FLORIDA 32304

TAX
FILING
R. AGENT FEE
COPY
TOTAL
N. BANK
BALANCE DUE
REFUND

30

30

MB/ dcc

[Handwritten signature]

1981 AR

LAKE LAND, POLK LP No. 9000 8-16-80
50 years

NAME	RONALD ROBBINS
P. O. ADDRESS	2933 S. FLORIDA AVE., P. O. BOX 5714, GAINESVILLE, FLA 32603

P. O. ADDRESS _____
CHANGE OF ADDRESS _____ LAKELAND, FLA. 33803

CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
		\$10.00	
AMEND TO L.P. FILED	12/5/80	Increasing cont.	to \$73,002.00
7-16-81	1981	\$73,002.00	\$30.00

corp-50

corp-50



Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304

August 5, 1981

D. W. McKinnon, Director
DIVISION OF CORPORATIONS

GEORGE FIRESTONE

Norow, Incorporated
Attn: Joyce Roberts
General Corporate Office
2940 Drane Field Road
P.O. Box 5714
Lakeland, FL 33803

SUBJECT: Rural Housing Partnership IV, Ltd.

DOCUMENT NUMBER: LP 9000

This will acknowledge receipt of the following:

1. XX Check(s) totalling \$ 30.00
2. _____ Articles of Incorporation filed
3. _____ Amendments to Articles of Incorporation filed
4. _____ Articles of Merger or Consolidation filed
5. _____ Certificate of Withdrawal filed
6. XX Limited Partnership filed 7-16-81
7. _____ Limited Partnership Annual Report filed
8. _____ Trademark Application filed
9. _____ Application for qualification filed _____
10. _____ Reinstatement filed
11. _____ Articles of Dissolution filed
12. _____ OTHER:

ENCLOSED:

1. _____ Certified Copy(ies):
2. _____ Certificate(s) Under Seal
3. _____ Photocopy(ies):
4. _____ OTHER:

ANNUAL REPORT LIMITED PARTNERSHIP

TO: Honorable Secretary of State
The Capitol
Tallahassee, Florida 32304

FILED
JUL 16 1 55 PM '81
DEPT. OF STATE
TALLAHASSEE, FLORIDA

Name of Partnership Rural Housing Partnership IV, Ltd.
Principal Place of Business P.O. Box 5714
2940 Drane Field Rd., Lakeland, Fl. 33803
Amount of Invested Capital \$73,002
Date Formed 4/1/80

NAME AND ADDRESSES OF PARTNERS:

GENERAL:

ADDRESS:

Morrow, Inc. formerly Mormax, Inc. P.O. Box 5714
2940 Drane Field Rd., Lakeland, Fl. 33803
Jay D. Morrow 1235 Stratton Dr., Lakeland, Fl. 33803

LIMITED:

ADDRESS:

(SEE ATTACHED PAGE)

General Nature of Business Real Estate Development

We, the undersigned, certify that the above statement is true and correct to the best of our knowledge and belief.

Morrow, Incorporated, Mgr. Gen. Part.

By: Jay D. Morrow
Jay D. Morrow, President

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.

PEOPLES BANK OF LAKE LAND

77

61509
631

LAKE LAND, FLA March 12 1982

Secretary of State

\$292.00

Two hundred ninety-two & 7/100 ——— DOLLARS

RURAL HOUSING PARTNERSHIP IV

Joyce Roberts
Lump Sum

0063105094: 00 459 836

LP 9000

006 9675 6/18/82

006 9675 6/18/82 292.00

1982 A.R.

Name	
Availability	6/2/82
Initials	JES
Date	AP 6/23
Signature	A 6/23
Other	
Remarks	

RECEIVED
JUN 13 1982
FBI

ANNUAL REPORT LIMITED PARTNERSHIP

TO: Honorable Secretary of State
The Capitol
Tallahassee, Florida 32304

gle

Name of Partnership Rural Housing Partnership IV, Ltd.

Principal Place of Business 2940 Drane Field Rd., P.O. Box 5714, Lakeland, FL 33803

Amount of Invested Capital \$73,002

Date Formed April 1, 1980

NAME AND ADDRESSES OF PARTNERS:

GENERAL:

ADDRESS:

Morrow, Incorporated

P.O. Box 5714, Lakeland, FL 33803

Jay D. Morrow

P.O. Box 5714, Lakeland, FL 33803

LIMITED:

ADDRESS:

(see attached list)

General Nature of Business Government subsidized apartments

We, the undersigned, certify that the above statement is true and correct to the best of our knowledge and belief.

Rural Housing Partnership IV, Ltd.
By: Morrow, Incorporated
General Partner

Joyce Roberts

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.

gle



GEORGE FIRESTONE
SECRETARY OF STATE

Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304

D. W. McKINNON, DIRECTOR
DIVISION OF CORPORATIONS

AG9000
RURAL HOUSING PARTNERSHIP IV, LTD.
2940 ORANGE FIELD RD
P.O. BOX 5714
LAKELAND, FL.

33803

Under Florida law it is necessary that your limited partnership file an Annual Report and pay the filing fee on or before January 1, in order to receive from this office a "Certificate of Authority" to do business during the coming calendar year.

On the reverse side of this letter is a form to be completed and returned to this office with a check to cover the filing fee. This fee is figured at the rate of \$4 a thousand on total contributions with a minimum of \$30 and a maximum of \$1000.

If the above requirements are not complied with, Chapter 620, Florida Statutes, requires the limited partnership be removed from the active files of this office and the name made available for use by any other party.

Please let us know if we may be of assistance in this matter.

Limited Partnerships

CWA 117
Rev. 1-75

FLORIDA — STATE OF THE ARTS

(OVER)

Rural Housing Partnership IV, Ltd.

Limited Partners

Mr. William E. Boynton
132 Lake Mariam Road
Winter Haven, Florida 33880

Mr. Quince Cannon
1421 Commercial Park Drive
Lakeland, Florida 33801

Mr. Robert W. Carriger
P.O. Box 2228
Bartow, Florida 33830

DeVane Groves
Route # 2 Box 155
Ft. Meade, Florida 33841

Mr. A. K. Dockery
P.O. Box 5644
Lakeland, Florida 33803

Robert H. Dodd, M.D.
5224 Post Lane
Lakeland, Florida 33805

Barbara Faye Doppelheuer
827 Deminton Street
Lakeland, Florida 33803

William Doppelheuer
164 Shadow Lane
Lakeland, Florida 33803

Mr. Glenn N. Dorsett
P.O. Box 1262
Auburndale, Florida 33823

Mr. Ray Dorsett
40 N.W. 8th Street
Homestead, Florida 33030

Rocco & Marie P. English
2819 Rockingham Circle
Orlando, Florida 32808

Mr. Richard A. Harang
240 Birch Lane
Lakeland, Florida 33803

Mr. Harvey B. Hardy
1420 Seville Place
Lakeland, Florida 33803

Mr. Samuel V. Houghtaling
2024 John Arthur Way
Lakeland, Florida 33803

L. Kirk McKay, Esquire
205 East Lemon Street
Lakeland, Florida 33802

Jon M. McRae
914 Shotwell Street
Bainbridge, Georgia 31717

J. R. & Vonda A. Mills
4095 Davis Road
Mulberry, Florida 33860

Mr. & Mrs. S. T. Patrick
P.O. Box 111
Lakeland, Florida 33801

Mr. J. Edd Perdue
P.O. Box 196
Altamonte Springs, Florida 32701

Charter # Only

LP 9000

VALIDATION ONLY

Requestor's Name Maurin, Inc

Address PO Box 5714

Lakeland FL 33803 644-7521
City State ZIP Phone #

CORPORATION(S) NAME

Rural Housing Partnership IV, Ltd.

- | | | |
|---|---|---|
| <input type="checkbox"/> PROFIT | <input type="checkbox"/> AMENDMENT | <input type="checkbox"/> MERGER |
| <input type="checkbox"/> NON-PROFIT | <input type="checkbox"/> DISSOLUTION | <input type="checkbox"/> MARK |
| <input type="checkbox"/> FOREIGN | <input type="checkbox"/> OTHER | <input type="checkbox"/> RESERVATION |
| <input checked="" type="checkbox"/> LIMITED PARTNERSHIP | <input checked="" type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> REINSTATEMENT |
| <input type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> PHOTO COPIES | <input type="checkbox"/> CERTIFICATE UNDER SEAL |
| <input checked="" type="checkbox"/> WALK IN | <input checked="" type="checkbox"/> WILL WAIT | <input type="checkbox"/> PICK UP |
| <input type="checkbox"/> MAIL OUT | <input type="checkbox"/> CALL | <input type="checkbox"/> AFTER HOURS |

FILED
JUN 28 10 59 AM '83
ULTIMATE FLORIDA
TALLAHASSEE, FLORIDA

Name	
Available to	
Examination	MB
Update	JUN 30 1983
Update	6/30 1983
Verify	
Acknowledgment	Em
Signature	MB

C. TAX FILING 292.00
R. AGENT FEE _____
C. COPY _____
TOTAL \$292.00
N. BANK _____
BALANCE DUE _____
REFUND _____

ANNUAL REPORT LIMITED PARTNERSHIP

TO: Honorable Secretary of State
The Capitol
Tallahassee, Florida 32304

Name of Partnership Rural Housing Partnership IV, Ltd.

Principal Place of Business 2940 Drane Field Rd., P.O. Box 5714, Lakeland, FL 33803

Amount of Invested Capital \$73,002.00

Date Formed April 1, 1980

NAME AND ADDRESSES OF PARTNERS:

GENERAL:

ADDRESS:

Morrow, Incorporated

P. O. Box 5714, Lakeland, FL 33803

LIMITED:

ADDRESS:

See Attached List

General Nature of Business Government subsidized apartments.

We, the undersigned, certify that the above statement is true and correct to the best of our knowledge and belief.

Rural Housing Partnership IV, Ltd.
By: Morrow, Incorporated
General Partner

Joyce Roberts
Corporate Secretary

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.

Rural Housing Partnership IV, Ltd.
Limited Partners

Mr. William E. Boynton
132 Lake Mariam Road
Winter Haven, Florida 33880

Mr. Quince Cannon
1421 Commercial Park Drive
Lakeland, Florida 33801

Mr. Robert W. Carriger
P.O. Box 2228
Bartow, Florida 33830

DeVane Groves
Route # 2 Box 155
Ft. Meade, Florida 33841

Mr. A. K. Dockery
P.O. Box 5644
Lakeland, Florida 33803

Robert H. Dodd, M.D.
5224 Post Lane
Lakeland, Florida 33805

Barbara Faye Doppelheuer
827 Deminton Street
Lakeland, Florida 33803

William Doppelheuer
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Mr. Glenn N. Dorsett
P.O. Box 1262
Auburndale, Florida 33823

Mr. Ray Dorsett
40 N.W. 8th Street
Homestead, Florida 33030

Rocco & Marie P. English
2819 Rockingham Circle
Orlando, Florida 32808

Mr. Richard A. Harang
240 Birch Lane
Lakeland, Florida 33803

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1420 Seville Place
Lakeland, Florida 33803

Mr. Samuel V. Houghtaling
2024 John Arthur Way
Lakeland, Florida 33803

L. Kirk McKay, Esquire
205 East Lemon Street
Lakeland, Florida 33802

Jon M. McRae
914 Shotwell Street
Bainbridge, Georgia 31717

J. R. & Vonda A. Mills
4095 Davis Road
Mulberry, Florida 33860

Mr. & Mrs. S. T. Patrick
P.O. Box 111
Lakeland, Florida 33801

Mr. J. Edd Perdue
P.O. Box 198
Altamonte Springs, Florida 32701



MORROW INCORPORATED

P.O. Box 5714, 2940 Drane Field Road, Lakeland, Florida 33803
813-644-7524 — 813-646-2975

LP 9000

August 26, 1983

DOE 5180 8/27/83

DOE 5180 8/27/83

DOE 5180 8/27/83

Secretary of State
Division of Corporations
Department of State
P. O. Box 6327
Tallahassee, FL 32301

Gentlemen:

Please find enclosed two copies of the Second Amendment To Agreement And Certificate Of Rural Housing Partnership IV, Ltd., along with our check in the amount of \$45.00 to cover the filing fees and the return of a certified copy to my attention.

Please let me know if you have any questions.

Sincerely,

Joyce Roberts

Joyce Roberts
Corporate Secretary

SECRETARY OF STATE

SEP 1 4 3 20 1983

FILED

JR/dr
Enclosure

Name Availability	97-0
Document Examiner	PSW
Updated	SEP 15 1983
Updated	SEP 15 1983
Updated	SEP 15 1983

*no change
in cert.
(withdrawing
General Partner)*

C. TAX	_____
FILING	30
2. AGENT FEE	_____
C. COPY	13
TOTAL	43
N. BANK	_____
BALANCE DUE	_____
REFUND	_____

LAKELAND, POLK LP No. 9000 6-16-80
 50 years
 NAME RURAL HOUSING PARTNERSHIP IV, LTD.
 P. O. ADDRESS 2933 S. FLORIDA AVE., P. O. BOX 5714,
 CHANGE OF ADDRESS LAKELAND, FLA. 33803
 CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
AMEND TO L.P. FILED		\$10.00	
7-16-81	1981	12/5/80 Increasing cont. to \$73,002.00	\$30.00
8-16-81	82	\$73,002.00	
6-28-83	1983		
Amend. filed 9-13-83		(n.c. in cont.)	

corp-50

SECOND AMENDMENT TO
AGREEMENT AND CERTIFICATE OF
OF
RURAL HOUSING PARTNERSHIP IV, LTD.

THIS SECOND AMENDMENT TO THE AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP, made and entered into at Lakeland, Florida effective this 15th day of September, 1982, by and between MORROW, INC., a Florida corporation, JAY D. MORROW, a Florida resident (hereinafter referred to as "Withdrawing General Partner") and those individuals hereinafter designated as Limited Partners.

W I T N E S S E T H: THAT

WHEREAS, an Agreement and Certificate of Limited Partnership of Rural Housing Partnership IV, Ltd. was originally executed and/or formed April 1, 1980; and

WHEREAS, the First Amendment to the Agreement and Certificate of Limited Partnership was entered into effective December 5, 1980; and

WHEREAS, pursuant to the terms and conditions of such Partnership Agreement, as amended, the General Partner has the right to voluntarily withdraw from the Partnership as General Partner without the approval of the Limited Partners; and

WHEREAS, Jay D. Morrow desires to voluntarily withdraw from the Partnership as General Partner in compliance with those terms and conditions; and

NOW, THEREFORE, for and in consideration of the matters hereinbefore and hereinafter set forth, the Partnership Agreement is hereby amended as follows:

1. Subparagraph (a) of Section 1.3 of the Partnership Agreement is hereby deleted and the following new Subparagraph (a) is substituted in lieu thereof:

"§1.3 General Partner: The General Partner shall be Morrow, Incorporated, a Florida Corporation, P. O. Box 5714, Lakeland, Florida 33803, hereafter referred to as "Managing General Partner".

2. In all other respects, the Partnership Agreement is hereby ratified and confirmed.

FILED

IN WITNESS WHEREOF, this Second Amendment to Agreement and Certificate of Limited Partnership has been executed as of the date first above written.

GENERAL PARTNERS

MORROW, INC.
Managing General Partner

Joyce Roberts
Witness

BY Jay D. Morrow
Jay D. Morrow, President

STATE OF FLORIDA
COUNTY OF POLK

Sworn to and subscribed to before me this 21 day of
MARCH, 1983.

Shirley A. Brown
NOTARY PUBLIC
My Commission Expires
MY COMMISSION EXPIRES SEPT 12 1985
BONDED 10000 GENERAL INS, UNDERWRITERS
WITHDRAWING GENERAL PARTNER

JAY D. MORROW

Joyce Roberts
Witness

Jay D. Morrow
Jay D. Morrow, Individually

STATE OF FLORIDA
COUNTY OF POLK

Sworn and subscribed to before me this 21 day of
MARCH, 1983.

Shirley A. Brown
NOTARY PUBLIC
My Commission Expires:
MY COMMISSION EXPIRES SEPT 12 1985
BONDED 10000 GENERAL INS, UNDERWRITERS

LIMITED PARTNERS

MORROW, INC.

Managing General Partner

By: 

Jay D. Morrow, President
as attorney-in-fact for

William E. Boynton

Quince A. Cannon

Robert Carriger

DeVane Groves

A. Kenneth Dockery

Robert Dodd

Barbara F. Doppleheuer

William Doppleheuer

Glenn Dorsett

Ray Dorsett

Marie & Rocco English

Harvey B. Hardy

Richard A. Harang

Samuel Houghtaling

L. Kirk McKay

Jon M. McRae

J. R. Mills

S. T. Patrick

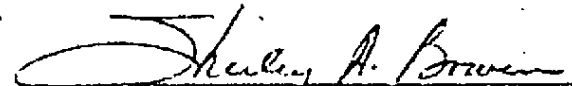
J. E. Purdue

STATE OF FLORIDA

COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared JAY D. MORROW, both individually and as president of Morrow, Inc., who executed the foregoing instrument in his individual capacity, as president of Morrow, Inc. and as attorney-in-fact for the above mentioned individuals.

SWORN TO and SUBSCRIBED before me this 21 day
of MARCH, 1983.


NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 12 1983
DONALD INDIAN GENERAL INC., UNDERWRITER

DUE DATE ON OR BEFORE DECEMBER 31, 1983

LIMITED PARTNERSHIP
ANNUAL REPORT
1984



DEPARTMENT OF STATE
OFFICE OF CORPORATIONS
WASHINGTON, D.C. 20540

Read Notice and Instructions on Other Filing Requirements
Filing Fee Required - Make Checks Payable To: Secretary of State

1 Name and Mailing Address of Limited Partnership

109000
RURAL HOUSING PARTNERSHIP IV, LTD.
3943 ORANE FIELD RD
P.O. BOX 5714
LAKELAND, FL. 33803

If above address is incorrect in any way, enter the correct address
Item 2 include Zip Code

Enter Labeled Amount in Filing Fee

Mailing Address

City

State

Zip Code

2 Date Registered To Do Business in Florida

06/16/1980

3 Date of Last Report

06/28/1983

4 Amount of Invested Capital \$73,002.00*

INVESTED CAPITAL IS DEFINED AS THE LIMITED PARTNERS
CONTRIBUTIONS AS ORIGINALLY FILED OR LAST AMENDED
WITH THIS OFFICE

Filing fee is figured at the rate of \$4.00 per thousand on invested capital, but in no case shall the amount be less than \$30.00 nor more than \$1,000.00. Filing fee is prorated where the partnership has not been in existence twelve months prior to December 31.

For questions concerning invested capital or filing fees please call (904) 488-9840.

006 8641 12/30/83

006 8641 12/35/83

I hereby certify that the above statement is true and correct to the best of my knowledge and belief

Date

December 28, 1983

Telephone Number

(813) 644-7524

Typed Name of Signing General Partner
Roy R. Newson

Availability

Title

Vice President/Morrow, Inc.

Signature

Signature

Uicker

VERIFIED

RECEIVED

W. P. Verifier

12/28/83

IMPORTANT

DUE DATE ON OR BEFORE JANUARY 1, 1985

DO NOT WRITE IN THIS SPACE

**LIMITED PARTNERSHIP
ANNUAL REPORT
1985**



FLORIDA DEPARTMENT OF STATE
George Firestone
Secretary of State
DIVISION OF CORPORATIONS

FILED

1985 JAN 28 PM 1:41

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Read Notice and Instructions on Other Side Before Making Entries
Filing Fee Required - Make Checks Payable To: Secretary of State

1. Name and Mailing Address of Limited Partnership		2. Enter Change of Address of Limited Partnership	
AD9000 RURAL HOUSING PARTNERSHIP IV, LTD. 2940 DRANE FIELD RD P.O. BOX 5714 LAKELAND, FL. 33803		Mailing Address Principal Street Address City State Zip Code	
3. Date Registered To Do Business in Florida 06/16/1980		4. State or Country of Formation Florida	
5. Amount of Capital Contribution \$73,002.00* CAPITAL CONTRIBUTION IS DEFINED AS THE LIMITED PARTNERS CONTRIBUTIONS AS ORIGINALLY FILED OR LAST AMENDED WITH THIS OFFICE		Name Availability Document Examiner CB Updater CB Update Verifier CB W.P. Verifier CB	
Filing fee is figured at the rate of \$4.00 per thousand on CAPITAL CONTRIBUTION, but in no case shall the amount be less than \$30.00 nor more than \$250.00. For questions concerning capital contributions or filing fees please call (904) 488-9840.			
6. Name and Street Address of each General Partner		City and State	
Name of General Partner(s) Morrow, Inc.		Street Address of Each General Partner(s) (Do NOT Use Post Office Box Numbers) 2940 Drane Field Road Lakeland, Florida	
Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.			
7. IMPORTANT - THIS SECTION MUST BE COMPLETED Has this limited partnership amended its partnership agreement to reflect an increase in the capital contributions since the last annual report? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		8. IMPORTANT - THIS SECTION MUST BE COMPLETED Have all amendments been filed with this office? (Note: If answer is NO, this report cannot be processed until all amendments have been filed) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
Signature Roy R. Newson		Date 1-21-85	
Name of General Partner Roy R. Newson		Title Vice President	
		Telephone Number 813/644-7524	

STATE OF

Florida

COUNTY OF

Polk

BEFORE ME, this day personally appeared Roy R. Newson who being duly sworn deposes and says that the statements contained in the foregoing Annual Report are true and correct.

WITNESSED my hand and the Seal of the Secretary of State at Tallahassee, Florida, this 21st day of January, 1985.

21st

Notary Public
Tula J. Clark

1985

IMPORTANT-

DUE DATE ON OR BEFORE JANUARY 1, 1986

**LIMITED PARTNERSHIP
ANNUAL REPORT**

1986



DEPARTMENT OF STATE
George Firestone
Secretary of State
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

FILED

JAN 27 3 35 PM '86

Read Notice and Instructions on Other Side Before Making Payment
Filing Fee Required -- Make Checks Payable To: Secretary of State

1. Name and Mailing Address of Limited Partnership		2. Enter Change of Address of Limited Partnership	
A09000 RURAL HOUSING PARTNERSHIP IV, LTD. 2940 ORANE FIELD RD P.O. BOX 5714 LAKELAND, FL. 33803		Mailing Address P.O. Box 3656 Principal Street Address 2201 Ridgewood Road, NE City Winter Haven State Florida Zip Code 33880	

If above address is incorrect in any way enter the address in item 2. Include Zip Code

3. Date Registered To Do Business in Florida 06/16/1980	4. State or County of Formation FLORIDA	Filing Fee
5. Amount of Capital Contributions \$ \$73,002.00*		Document Examiner LYN
CAPITAL CONTRIBUTION IS DEFINED AS THE LIMITED PARTNERS CONTRIBUTIONS AS ORIGINALLY FILED OR LAST AMENDED WITH THIS OFFICE		Up Dater LYN 170 2/04/85 250.
*Filing fee is figured at the rate of \$4.00 per thousand on CAPITAL CONTRIBUTION, but in no case shall the amount be less than \$30.00 nor more than \$250.00. For questions concerning capital contributions or filing fees please call (904) 488-6840. Please submit your 1986 Annual Report with a remittance of U.S. Dollars payable AL PER AL A financial institution located in the U.S.		Up Dater Verdyet LYN 170 2/04/85 250.
		Acknowledgement LYN
		V/P Verdyet LYN

6. Name and Street Address of each General Partner		
Names of General Partner(s)	Street Address of Each General Partner(s) (Do NOT Use Post Office Box Numbers)	City and State
MORROW, INC.	2940 ORANE FIELD ROAD	LAKELAND, FL.

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.

7. IMPORTANT: THIS SECTION MUST BE COMPLETED Has the limited partnership amended its certificate to reflect an increase in the capital contributions since the last annual report? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		7A. IMPORTANT: THIS SECTION MUST BE COMPLETED Have all amendments been filed with this office? (Note: If answer is NO, this report cannot be processed until all amendments have been filed) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
Signature <i>Roy R. Newsom</i>		Date January 15, 1986	
Typed Name of Signing General Partner Morrow, Inc. by Roy R. Newsom		Telephone Number 813/294-9397	
Title Vice President			

STATE OF Florida COUNTY OF Polk

BEFORE ME, this day personally appeared Roy Newsom who being duly sworn deposes and says that the statements contained in the foregoing Annual Report are true and correct

SWORN TO AND SUBSCRIBED before me this 15th day of January, 1986

Notary Public, State of Florida
My Commission Expires Aug. 2, 1986

Victoria M. Newsom
Notary Public

DUE DATE ON OR BEFORE JANUARY 1, 1987

LIMITED PARTNERSHIP
ANNUAL REPORT

1987



FLORIDA DEPARTMENT OF STATE
George F. Ponce, Jr.
Secretary of State
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

FILED
JAN -2 1987

Read Instructions on Other Side Before Making Entries
Filing Fee Required — Make Checks Payable To: Secretary of State

1. Name and Mailing Address of Limited Partnership	2. Enter change of Address of Limited Partnership
A09000 RURAL HOUSING PARTNERSHIP IV, LTD. 2201 RIDGEWOOD RD., NE P.O. BOX 3656 WINTER HAVEN, FL 33880	Mailing Address Principal Street Address City State Zip Code

3. Filing Date of Report (If any day, enter the address)	4. State or Country of Incorporation	For Office Use Only	03/24/87 00123 011
06/16/1980	FLORIDA	Document Number	INITIAL PARTNERSHIP
Amount of Capital Contributions \$	73,002.00*	Update	010,000
CAPITAL CONTRIBUTION IS DEPOSITED AS THE LIMITED PARTNERS CONTRIBUTIONS		Update with	TOTAL 050,000
ONLY AS ORIGINALLY FILED OR LAST AMENDED WITH THIS OFFICE		Amendment	
Long term is defined as the type of \$4.30 per thousand on CAPITAL CONTRIBUTION but in the case		W.P. Number	
of the amount of \$4.30 per thousand on \$250.00. For questions concerning capital		Filing Fee	1250
contributions or long term charges call (813) 487-0000. Please advise you are filing this report			
and the Secretary of State of the State of Florida.			

Name of General Partner(s)	Address of Each General Partner(s) (Do NOT use Post Office Box Number)	City and State
MORROW INC.	2201 RIDGEWOOD RD. 2201 Ridgewood Rd.	WINTER HAVEN, FL 33880

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner

REGISTERED AGENT INFORMATION

Name and Address of Registered Agent	DATE
Ray R. Newson 123 Paine Dr. SE Winter Haven FL.	11/4/84

EFFECTIVE JANUARY 1, 1987, A REGISTERED AGENT AND AN ADDITIONAL FEE OF \$3 IS REQUIRED

1. IF ANY OF THE FOLLOWING ARE TRUE, CHECK YES OR NO	2. IF IMPORTANT THIS SECTION MUST BE COMPLETED
Has the partnership been formed by purchase of an interest in the capital contributions of the partnership?	Have all partnerships been filed with this office?
YES NO X	YES X
Signature of General Partner	Date
Morrow, Inc.	11/24/86
Title	Exceptional Number
President	614/488-1169

STATE OF FLORIDA
SECRETARY OF STATE
George F. Ponce, Jr.
I, the undersigned, do hereby certify that the foregoing Annual Report of the partnership of MORROW INC. is true and correct.

ELLEN M. HODGES

SECRETARY OF STATE OF FLORIDA

**LIMITED PARTNERSHIP
ANNUAL REPORT
1988**



FLORIDA DEPARTMENT OF STATE
JAN 1989
Secretary of State
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

Read Instructions on Other Side Before Making Entries
Filing Fee Required — Make Checks Payable To: Department of State

1. Name and Mailing Address of Limited Partnership A09000 RURAL HOUSING PARTNERSHIP IV, LTD. 2201 RIDGEWOOD RD. NE. P.O. BOX 3656 WINTER HAVEN, FL 33880 <small>If home address is different in any way, enter the address in item 2. If none, Zip Code</small>		2. Enter change of Address of Limited Partnership Mailing Address Previous Street Address City State Zip Code	
3. Date Registered 06/18/88 Florida	4. State/Country of Formation FLORIDA	FOR FISCAL USE ONLY 02/18/88 00047 604 LIMITED PARTNERSHIPS 47'S S LTD PARTNERSHIP 253.00 ===== TOTAL 253.00	
5. Amount of Capital Contributions \$ \$73,002.00 CAPITAL CONTRIBUTION IS DEFINED AS THE LIMITED PARTNERS CONTRIBUTIONS ONLY AS ORIGINALLY FILED OR LAST AMENDED WITH THIS OFFICE			
6. Filing Fee <small>Filing fee is required at the rate of \$4.00 per thousand of CAPITAL CONTRIBUTION, not to exceed that the amount be less than \$20.00 nor more than \$250.00. For summaries concerning capital contributions or filing fees please call (804) 647-4010. Please submit your 1988 Annual Report with a remittance of U.S. Dollars payable to the State of Florida for filing in this State.</small>			

7a. Name and Business Address of each General Partner		
Name of General Partner(s)	Address of Each General Partner(s) (Do NOT Use Post Office Box Number)	City and State
MCARDY, INC.	2201 RIDGEWOOD ROAD	WINTER HAVEN, FLA.

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner

REGISTERED AGENT INFORMATION		OFFICE USE ONLY
Name and Address of Registered Agent Name NEWSOM, ROY R Street Address (Do NOT Use P.O. Box Number) 123 PAINE DRIVE, SE Street Address (Do NOT Use P.O. Box Number) City and State WINTER HAVEN, FLA. Zip Code 3388000000		Document Extension TLL Location TLL Location Number TLL Filing Fee

Note: The Registered Agent MAY NOT be changed on this form; an Amendment must be filed.

8. Signature 		Date 12-28-87
Typed Name of Signing General Partner Ronald E. Roark	Title President of McCardy the General Partner	Telephone Number (614) 428-0669

9. STATE OF Ohio COUNTY OF Franklin

BEFORE ME, the day personally appeared Ronald E. Roark who being sworn deplores and says that the statements contained in the foregoing Annual Report are true and correct.

WITNESSED AND SUBSCRIBED before me this 28th day of December, 1987

My commission expires ELLEN M. NODGES
 Notary Public, State of Ohio
 My Commission Expires April 22, 1989

FILE NOW! DUE ON OR BEFORE JANUARY 1, 1988.

File Now! Due on or before January 1, 1989

LIMITED PARTNERSHIP
ANNUAL REPORT

1989



U.S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

FEB 11 11 12 AM '89

Read Instructions on Other Side Before Making Entries
Filing Fee Required—Make Checks Payable To: Department of State

A09000
RURAL HOUSING PARTNERSHIP IV, LTD.
2201 RIDGEWOOD RD., NE.
P.O. BOX 3655
WINTER HAVEN, FL 33880

2. Exact Change of Address of Limited Partnership

Existing Address

New or "Street" Address

City

State

Zip Code

3. Amount of Cash or Other Property Received from Partners

4. Amount of Cash or Other Property Received from Partners
06/16/1980

5. State or Country of Formation
FLORIDA

6. Amount of Cash or Other Property Received from Partners

7. Amount of Cash or Other Property Received from Partners

\$73,002.00*

FOR FISCAL USE ONLY

02/06/89 00137 004
LIMITED PARTNERSHIP
LTD PARTNERSHIP 210.00
TOTAL 210.00

*This line is for cash or other property received from partners. It should be filed with the 1989 Annual Report. If the amount is less than \$100, it should be filed with the 1989 Annual Report. If the amount is more than \$100, it should be filed with the 1989 Annual Report. If the amount is more than \$100, it should be filed with the 1989 Annual Report. If the amount is more than \$100, it should be filed with the 1989 Annual Report.

8. Name of General Partner

9. Address of General Partner
Do NOT use P.O. Box Numbers

City and State

MORROW, INC.

2201 RIDGEWOOD ROAD

WINTER HAVEN, FLA.

P.O. Box 507

Columbus Oh
43216

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.

REGISTERED AGENT INFORMATION

OFFICE USE ONLY

NEWSOM, ROY R.

123 PAINE DRIVE, SE

WINTER HAVEN, FLA.

3388000000

Note: The Registered Agent MAY NOT be changed on this form; an Amendment must be filed.

Ronald E. Roark

President
Morrow, Inc. its
General Partner

614-488-0669

Ohio

Franklin

Ronald E. Roark

3rd

February

89

Ellen B. Morrow

LAW OFFICES
RONALD L. CLARK, P.A.
 PROFESSIONAL ASSOCIATION

RONALD L. CLARK
 TANYA M. COMPARETTO
 OF COUNSEL
 GEORGE A. BOOE
 REGISTERED PATENT ATTORNEY
 ADMITTED IN FLORIDA, LOUISIANA
 AND NEW JERSEY

4740 CLEVELAND HEIGHTS BOULEVARD
 POST OFFICE BOX 6808
 LAKELAND, FLORIDA 33807-6808
 (813) 847-6337
 FAX NO. (813) 847-6012

A 090000

September 22, 1999
 Secretary of State
 Corporate Records Bureau
 409 East Gaines Street
 Tallahassee, Florida 32301

FEDERAL EXPRESS

Dear Sir or Madam:

Enclosed are the originals and one copy each of
 Amendments to the following limited partnerships:

1. Redwood Apartments, Ltd.
2. Auburndale, Ltd.
3. Homosassa, Ltd.
4. Dade City, Ltd.
5. King Park Court, Ltd.
6. Homosassa Completion Project, Ltd.
7. Webster Villas, Ltd.
8. Dade City Completion Project, Ltd.
9. Wahneta, Ltd.
10. Frostproof, Ltd.
11. Tanglewood, Ltd.
12. Pepper Ridge One, Ltd.
13. Avon Park '78, Ltd.
14. Rural Housing Partnership I, Ltd.
15. Rural Housing Partnership II, Ltd.
16. ~~Rural Housing Partnership IV, Ltd.~~
17. Inverness, Ltd.

Also enclosed is a check in the amount of \$1,020.00
 to cover the cost of filing and the return of a certified
 copy of each Amendment as filed. A Federal Express envelope
 has been provided for your mailing convenience in returning
 the certified copies to this office.

Should there be anything further needed, please	
me	contact my office.
Document	DC
Amender	DC
Updater	DC
Verifier	DC
Acknowledgement	DC
Enclosure	

11(H)
 Amend

Sincerely,
Ronald L. Clark
 Ronald L. Clark

C. TAX	30
P. TAX	30
TOTAL	60

N.B.
 BALANCE DUE
 \$60.00

Colleen
 GAVE
 AUTHORITY
 TO
 CORRECT
 G.P. Address
 DATE 9/28/99
 DOC. FILED
 D.C.

31 1989

AMENDMENT TO PARTNERSHIP AGREEMENT

This is an Amendment to the Limited Partnership Agreement and Certificate of Rural Housing Partnership IV, Ltd. (the "partnership") filed on JUNE 16, 1980 with the Secretary of State, State of Florida, which amends such Agreement and Certificate of Limited Partnership as follows:

1. Contemporaneously herewith, the managing general partner of the limited partnership, Culloden Associates of Florida, Inc. f/k/a Morrow, Inc. and a/k/a Morrow, Incorporated, a Florida corporation, ("Culloden"), has assigned all of its interest as general partner and any other interest in the partnership to Lake Henry Development, Inc., a Florida corporation, ("Lake Henry"), including without limitation, Culloden's right to the management of the partnership, the right to management fees, profits and losses, gains and losses, available cash flow from refinancing or sale or transfer, and any or all other rights or interest it might have in the partnership including any obligations due to Culloden from the partnership. As a result of such transfer of interest, Lake Henry shall be substituted in all respects in the place of Culloden in the Agreement and Certificate of Limited Partnership and Culloden shall be in all respects withdrawn.

2. Except as modified herein, the Partnership Agreement together with all amendments thereto, shall remain in full force and effect.

3. Culloden executes this Amendment to Partnership Agreement for all limited partners as their attorney-in-fact.

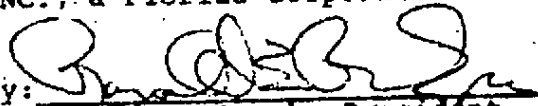
WITHDRAWING GENERAL PARTNER:

CULLODEN ASSOCIATES OF FLORIDA, INC., a Florida corporation

Attest:


Its Secretary

By:


Ronald E. Roark, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF POLK

Sworn to and subscribed before me this 18th day of September, 1989.

My Commission Expires:


Notary Public

LIMITED PARTNERS:

By: CULLODEN ASSOCIATES OF
FLORIDA, INC., Attorney-in-Fact
for all Limited Partners

Attest:


Its Secretary

By:



Ronald E. Roark, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF POLK

Sworn to and subscribed before me this 18th day of
September, 1989.

My Commission Expires:

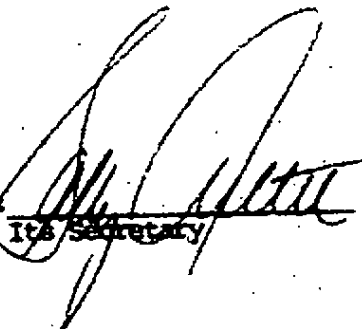

Notary Public

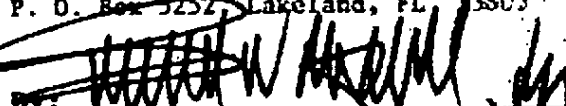
Notary Public, State of Florida at Large
My Commission Expires March 19, 1990

ADMITTED MANAGING
GENERAL PARTNER:

LAKE HENRY DEVELOPMENT, INC.
P. O. Box 5252, Lakeland, FL 33503

Attest:


Its Secretary

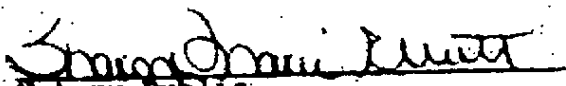

By: Lawrence W. Maxwell,
President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF POLK

Sworn to and subscribed before me this 18th day of
September, 1989.

My Commission Expires:


Notary Public

Notary Public, State of Florida at Large
My Commission Expires March 19, 1990

Notary Public, State of Florida at Large
My Commission Expires March 19, 1990

Document Number Only

A09000

NOV 10 1990
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

Requestor's Name

Address

City

State

Zip

Phone

CORPORATION(S) NAME

-01/10/90--00167--010
LIMITED PARTNERSHIP AMEL
REGISTERED AGENT---***20.00
TOTAL-----***20.00

☐ Profit

☐ NonProfit

☐ Amendment

☐ Merger

☐ Foreign

☐ Dissolution/Withdrawal

☐ Mark

☐ Limited Partnership

☐ Annual Report

☐ Other

☐ Reinstatement

☐ Reservation

☐ Change of R.A.

☐ Certified Copy

☐ Photo Copies

☐ CUS

☐ Call When Ready

☐ Call if Problem

☐ After 4:30

☐ Walk In

☐ Will Wait

☐ Pick Up

☐ Mail Out

Name

Availability

Document
Examiner

Updater

Verifier

Acknowledgment

W.P. Verifier

C. TAX _____

FILING _____

R AGENT FEE 20 _____

C. COPY _____

TOTAL 20 _____

N. BANK _____

BALANCE DUE _____

REFUND _____

CERTIFICATE OF AMENDMENT
TO CHANGE REGISTERED AGENT AND/OR REGISTERED OFFICE

1. Name of limited partnership: Rural Housing Partnership IV, Ltd.
2. Date original certificate/application filed with the Florida Department of State, Division of Corporations: June 16, 1980
3. Name and address of present registered agent and office:

Roy R. Newsom
123 Paine Drive S.E.
Winter Haven, FL 33880

4. Name and address of the successor registered agent and office:

Ronald L. Clark
Clark & Comparetto, P.A.
4740 Cleveland Heights Boulevard
Lakeland, FLORIDA 33813

(MUST BE FLORIDA STREET ADDRESS - POST OFFICE BOX NOT ACCEPTABLE)

[Signature]
General Partner's Signature

STATE OF: Florida

COUNTY OF: Polk

BY: Lawrence W. Maxwell, President

BEFORE ME, this day personally appeared Lawrence W. Maxwell who being sworn deposes and says that the statements contained in the foregoing certificate of amendment are true and correct.

SWORN TO AND SUBSCRIBED before me this 4th day of December, 19 89.

My commission expires: _____

Notary Public, State of Florida at Large
My Commission Expires July 11, 1993

[Signature]
Notary Public's Signature

(SEAL)

THIS SECTION MUST BE COMPLETED WHEN DESIGNATING A NEW REGISTERED AGENT

I hereby accept the appointment of registered agent. I am familiar with, and accept the obligations of, Section 620.192, Florida Statutes.

[Signature]
Registered Agent's Signature
Ronald L. Clark

File Now! Due on or before January 1, 1990

LIMITED PARTNERSHIP
ANNUAL REPORT

1990



FLORIDA DEPARTMENT OF STATE
DIVISION OF
CORPORATIONS
TALLAHASSEE, FLORIDA 32399

Read Instructions on Other Side Before Making Entries
Filing Fee Required—Make Checks Payable To: Department of State

A09000
RURAL HOUSING PARTNERSHIP IV, LTD.
2201 RICHMOND RD XXXXX
P.O. BOX 5252
WINTER HAVEN, FL 33880

P.O. Box 5252
4935 Southfork Drive
Lakeland,
Florida 33807-5252

06/16/1980

FLORIDA

FOR FISCAL USE ONLY

\$73,002.00*

-01/10/80--0000--000
LIMITED PARTNERSHIP
LTD PARTNERSHIP
TOTAL \$3,425

59-2018945

MORROW, INC.

P.O. BOX 507

COLUMBUS, OHIO 43216

Lake Henry Development, Inc.

4935 Southfork Drive

Lakeland, FL 33813

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.

REGISTERED AGENT INFORMATION

OFFICE USE ONLY

NEWSOM, ROY R.
123 PAINE DRIVE, SE
WINTER HAVEN, FLA. 33880-0000

250

Note: The Registered Agent MAY NOT be changed on this form; an Amendment must be filed.

Lawrence W. Maxwell

President

December 4, 1989

(813) 647-1581

Florida

Polk

Lawrence W. Maxwell

4th

December

Kay Hunt

Notary Public
My Commission Expires 12/31/91



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

May 14, 1991

**RURAL HOUSING PARTNERSHIP IV, LTD.
4935 SOUTHFORK DR.
P.O. BOX 5252
LAKELAND, FL 33807**

Gentlemen:

**Enclosed is a Certificate of Revocation revoking the authority of
RURAL HOUSING PARTNERSHIP IV, LTD., Document Number A09000 to
transact business in Florida. This revocation is in accordance with
Chapter 620, Florida Statutes.**

**If you have any questions concerning the enclosed information
regarding the reinstatement, please contact the Reinstatement
Section, DIVISION OF CORPORATIONS, P.O. Box 6327, Tallahassee, FL
32314 (904) 487-6051.**

State of Florida



Department of State

CERTIFICATE OF REVOCATION

I CERTIFY that the Department of State issued statutory notice of the intent to revoke RURAL HOUSING PARTNERSHIP IV, LTD., pursuant to Section 620.178, Florida Statutes.

I FURTHER CERTIFY that the Authority to Transact Business of said Limited Partnership was revoked as of May 10, 1991, in compliance with Section 620.178 (1) (a), Florida Statutes.

The document number of this Limited Partnership is A09000.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
14th day of May, 1991.



CR2EO22 (2-91)

Jim Smith
Secretary of State