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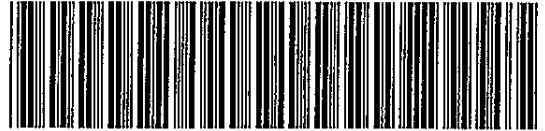
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DIVISIONS
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ROYAL AMERICAN MANAGEMENT, INC.
ROYAL AMERICAN DEVELOPMENT, INC.
ROYAL AMERICAN CONSTRUCTION CO., INC.

April 13, 2004

Via Federal Express

Florida Department of State
Division of Corporations
Partnership Amendment Section
409 East Gaines Street
Tallahassee, FL 32399

Gentlemen:

Enclosed is the original and one conformed copy of amendments to the limited partnership agreements for the below referenced partnerships:

- Sutton Creek Apartments, Ltd. Doc. A07539
- Sand Dunes Apartments, Ltd. Doc. A11512
- Dixie Grove Apartments, Ltd. Doc. A12149

In addition, enclosed is a check for \$315.00 representing filing fees as follows:

Filing Fees (3)	\$157.50
Certified Copy Fees (3)	<u>\$157.50</u>
Total	\$315.00

The certified copies should be returned to:

Laura Pippin
Royal American
1002 W. 23rd Street, Suite 400
Panama City, FL 34205

If you should have any questions or require additional information, please do not hesitate to contact our office. Thank you for your assistance in this regard.

Sincerely,

Laura Pippin

Enclosures: as stated

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CERTIFICATE OF THIRD AMENDMENT TO
AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
PURSUANT TO FLORIDA STATUTES 620.109
OF
DIXIE GROVE APARTMENTS, LTD.

A. Name: DIXIE GROVE APARTMENTS, LTD.

B. Address: 1002 W. 23rd Street, Suite 400
Panama City, Florida 32405

C. Registered Agent: Robert F. Henry, III
1002 W. 23rd Street, Suite 400
Panama City, Florida 32405

D. General Partner: Royal American Development, Inc.
1002 W. 23rd Street, Suite 400
Panama City, Florida 32405

Southern Coastal Mortgage Company
1002 W. 23rd Street, Suite 400
Panama City, Florida 32405

Joseph F. Chapman, III
1002 W. 23rd Street, Suite 400
Panama City, Florida 32405

E. Mailing Address: 1002 W. 23rd Street, Suite 400
Panama City, Florida 32405

F. Latest Dissolution Date: December 31, 2040

G. Date of Filing of
Original Certificate: February 26, 1982

H. Date of Amended
Certificate: January 21, 2004

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Additional terms of the Certificate of Amendment to the Certificate of Limited Partnership are set forth in the Third Amendment to the Certificate and Agreement of Limited Partnership of Dixie Grove Apartments, Ltd., which is being filed contemporaneously with this Certificate of Amendment to Certificate of Limited Partnership. This document is duly executed and is being filed in accordance with Section 620.109, Florida Statutes.

MANAGING GENERAL PARTNER:
ROYAL AMERICAN DEVELOPMENT, INC.

By: 

Joseph F. Chapman, IV
President

STATE OF FLORIDA
COUNTY OF BAY

I, Laretta J. Pippin, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Robert F. Henry, III, personally appeared before me in said jurisdiction, and being personally well known to me and being by me first duly sworn, did depose and say that the facts set forth in the foregoing Certificate of Amendment to the Certificate of Limited Partnership are true and correct, and he acknowledged to me that he executed said certificate as his free act and deed.

Subscribed and sworn to before me on this 21 day of Jan, 2004.



LAURETTA J. PIPPIN
Notary Public, State of Florida
Commission No. CC 962572
My Commission Expires 8/27/04

Laretta J. Pippin
Notary Public, State of Florida
Commission No. CC962572
My Commission Expires:
August 27, 2004

(Notary's Seal)

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**THIRD AMENDMENT TO AMENDED AND RESTATED
AGREEMENT AND CERTIFICATE
OF
LIMITED PARTNERSHIP
OF
DIXIE GROVE APARTMENTS, LTD.**

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

1. The name of the limited partnership is DIXIE GROVE APARTMENTS, LTD.
2. The Third Amendment to Amended and Restated Agreement and Certificate of Limited Partnership was filed with the Secretary of State of Florida on or about January 29, 2004.
3. The amendments to the Amended and Restated Agreement and Certificate are as follows:
 - (a) Add a new Article 30 reading as follows:

30.1 So long as the Secretary of The Department of Housing and Urban Development ("Secretary") or the Secretary's successors or assigns is the insurer or holder of a note secured by a Mortgage/Deed Trust on DIXIE GROVE APARTMENTS, LTD., currently HUD Project No. 067-35274 in Orange County, Florida (the "Project"), or so long as a Mortgage Restructuring Mortgage Note and Mortgage or a Contingent Repayment Note and Mortgage (if applicable) in favor of the Secretary of Housing and Urban Development remain outstanding, whichever is longer, no amendment to the Amended and Restated Agreement and Certificate of Limited Partnership dated as of January 29, 2004, that results in any of the following will have any force or effect without the prior written consent of OMHAR/HUD:

- a. Any amendment that modifies the term of the Partnership;
- b. Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional partner;

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TALLAHASSEE, FLORIDA

- c. Any amendment that in any way affects any note, mortgage, or security agreement on the Project or any Regulatory Agreement between HUD and the Partnership (the "Regulatory Agreement") including, without limitation, any Restructuring Mortgage Note or Mortgage or Contingent Repayment Note or Mortgage;
 - d. Any amendment that would authorize any partner other than the General Partner or preapproved successor general partner to bind the Partnership for all matters concerning the project which require HUD's consent or approval;
 - e. A change in the General Partner or preapproved successor General Partner of the Partnership or any transfer of a General Partnership Interest; or
 - f. Any change in a guarantor of any obligation to the Secretary.
- 30.2 The Partnership is authorized to execute a note, mortgage, and security agreement in order to secure a loan to be made by Love Funding Corporation and insured by the Secretary (the "First Loan Documents") for an amount determined to be reasonable by Royal American Development, Inc., the general partner of the Partnership and to execute the Regulatory Agreement related thereto and other documents required by the Secretary in connection with the HUD-insured loan and comply with the requirements of the applicable HUD-insured loan program.
- 30.3 Any incoming partner must as a condition of receiving an interest in the Partnership agree to be bound by the First Loan Documents, the Regulatory Agreement related thereto and any other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other partners.
- 30.4 Notwithstanding any other provisions of the Amended and Restated Agreement and Certificate of Limited Partnership, upon

any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person who is not bound by the Regulatory Agreement or any other Regulatory Agreement, including, without limitation, any Regulatory Agreement executed in connection with the Mortgage Restructuring Mortgage Note or Contingent Repayment Note, if applicable, in a manner satisfactory to the Secretary.

- 30.5 Notwithstanding any other provisions of this Amendment to Amended and Restated Agreement and Certificate of Limited Partnership, in the event that any provision of this Partnership Agreement conflicts with any terms of the First Loan Documents, any terms of the Restructuring Documents (as hereinafter defined) or any terms of any Regulatory Agreement, the provisions of such First Loan Documents, Restructuring Documents or Regulatory Agreements (as applicable) shall control.
- 30.6 So long as the Secretary or the Secretary's successors or assigns is the Insurer or holder of a note on the Project, the Partnership may not voluntarily be dissolved without the prior written approval of the Secretary.
- 30.7 No provision required by HUD to be inserted into the organizational documents may be amended without prior OMHAR/HUD approval, for so long as FHA is the insurer or the holder of a Note relating to the Project.
- 30.8 The Partnership is further authorized to execute a Use Agreement with the Secretary of Housing and Urban Development, a Mortgage Restructuring Mortgage Note and Mortgage in favor of the Secretary of Housing and Urban Development for an amount determined to be reasonable by Royal American Development, Inc., the general partner of the Partnership, a Contingent Repayment Note and Mortgage for an amount determined to be reasonable by Royal American Development, Inc., the general partner of the Partnership, (if applicable) and any and all other documents required by HUD in connection with that certain Restructuring Commitment from OMHAR/HUD bearing date of November 5, 2003 (the "Restructuring Documents"). Any

incoming partner must as a condition of receiving an interest in the Partnership also agree to be bound by the Use Agreement, the Mortgage Restructuring Mortgage Note and Mortgage and the Contingent Repayment Note and Mortgage (if applicable) and any other documents executed in connection therewith to the same extent and on the same terms as the other partners.

- 30.9 Notwithstanding any other provisions of the Amendment to Amended and Restated Agreement and Certificate of Limited Partnership, the Partnership shall not:
- a. engage in any other business or activity, including the operation of any other rental project, other than owning and operating the Project, or incur any liability or obligation not in connection with the Project;
 - b. acquire or own material assets other than the Project and incidental personal property;
 - c. maintain assets in a way difficult to segregate and identify;
or
 - d. fail to hold itself out to the public as a separate legal entity from another or fail to conduct business solely in its name.
- 30.10 All Partners shall be personally liable to HUD with respect to the following matters: (i) for funds or property of the Project coming into such partner's possession which by the terms of the Regulatory Agreement such partner is not entitled to retain, (ii) for its own acts and deeds, and (iii) for the acts and deeds of others which it has authorized in violation of the Regulatory Agreement.
- 30.11 Any new partner must meet the requirements for HUD previous participation clearance, i.e., Form HUD-2530, and be bound by the provisions of Paragraph 10 above.
- 30.12 The Secretary must approve any change in the Manager of the Project so long as the Secretary is the insurer or holder of financing of the Project.

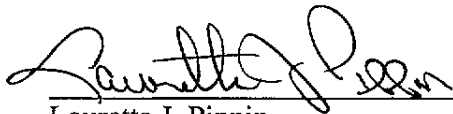
- 30.13 In addition to, and not in limitation of the provisions of this Article 30.13, the HUD financial requirements as to cash control and distributions as set forth in the Regulatory Agreement shall supersede to the extent they are in conflict with any of the financial provisions of this Partnership Agreement.
- 30.14 Joseph F. Chapman, IV ("Chapman") is hereby designated as the representative of the General Partners and the Partnership for all matters concerning the Project that require HUD consent or approval (the "HUD Representative") and the signature of the HUD Representative shall bind the Partnership in all such matters. If the Partnership shall appoint a new HUD Representative, within three business days of such appointment, HUD shall be provided with written notification of the name, address and telephone number of the new HUD Representative.
- 30.15 Except as amended hereby, the Amended and Restated Partnership Agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned after first being duly sworn have affixed their hand and seal effective as of the 21st day of January, 2004.


GENERAL PARTNERS:

ATTEST:

ROYAL AMERICAN DEVELOPMENT, INC.,
A Florida corporation, a General Partner



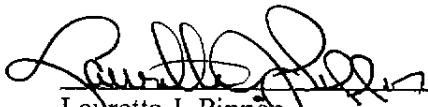
Laretta J. Pippin
Assistant Secretary

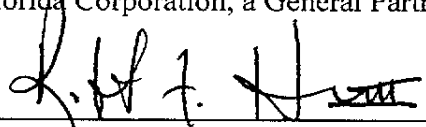
By: 

Joseph F. Chapman, IV, President

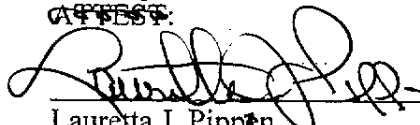
Southern Coastal Mortgage Company,
A Florida Corporation, a General Partner

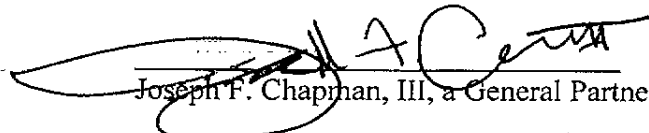
ATTEST:


Laurretta J. Pippet
Assistant Secretary

By: 
Robert F. Henry, III, President

WITNESS
ATTEST:


Laurretta J. Pippet
~~Assistant Secretary~~

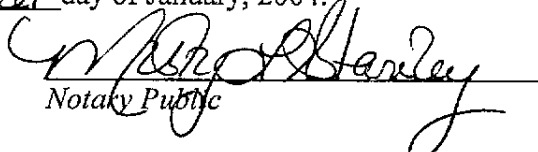

Joseph F. Chapman, III, a General Partner

STATE OF FLORIDA
COUNTY OF BAY

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

WITNESS my hand and seal this 21 day of January, 2004.




Notary Public

STATE OF FLORIDA
COUNTY OF BAY

Before me, a Notary Public in and for said State and County, personally appeared ROBERT F. HENRY, III, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged himself to be the President of Southern Coastal Mortgage Company, a General Partner of Dixie Grove Apartments, Ltd., and that he as such being authorized so to do, executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this 21 day of January, 2004.



Misty L. Stanley
Notary Public

STATE OF FLORIDA
COUNTY OF BAY

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

WITNESS my hand and seal this 21 day of January, 2004.



Misty L. Stanley
Notary Public