

IL. BAR 1971  
FLORIDA BAR 1975

LAW OFFICES OF  
**John C. Rayson**  
2400 EAST OAKLAND PARK BOULEVARD  
FORT LAUDERDALE, FLORIDA 33306  
PHONE: (954) 566-8855  
FAX: (954) 566-8902

OF COUNSEL  
LEONARD H. RAYSON

11 June 1998

Secretary of State  
Division of Corporations  
Attn: Limited Partnership  
409 E. Gaines Street  
Tallahassee FL 32399

600002560316--2  
-06/16/98--01022--003  
\*\*\*\*\*61.25 \*\*\*\*\*61.25

RE: Amendments to Praxis of Deerfield Beach, III, Ltd.  
and Request for Certificate of Status

Dear Sir or Madam:

With regard to the above-referenced limited partnership, enclosed please find originals of the following:

Amended and Restated Agreement of Limited Partnership  
of Praxis of Deerfield Beach, III, Ltd.; and

Certificate of Amendment of Certificate of Limited  
Partnership of Praxis of Deerfield Beach, III, Ltd.

Also enclosed is our trust check in the amount \$61.25 which sum represents the required filing fee of \$52.50. We also request a Certificate of Status for Praxis of Deerfield Beach, III, Ltd. and have enclosed the \$8.75 for that as well.

Every effort made to expedite the return of the Certificate is appreciated as these documents are necessary for a closing that is scheduled involving this partnership.

Thanking you in advance for your efforts on our behalf.  
If anything further is required do not hesitate to contact us.

Name	
Availability	
Document Examiner	
Updater	
Updater Verifier	
Acknowledgment	
M. P. Verifier	

Sincerely,

Katherine Skonsky,  
Secretary to John C. Rayson

Enclosure

FF \$52.50  
cus 8.75

FILED  
98 JUN 16 PM 4:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CERTIFICATE OF AMENDMENT  
OF CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
PRAXIS OF DEERFIELD BEACH, III, LTD.

Pursuant to Section 620.109 of the Florida Revised Uniform Limited Liability Partnership Act, the undersigned hereby adopts the following Amendments to the Certificate of Limited Partnership originally filed with the Florida Secretary of State's Office on June 22, 1994, under number A94000000881:

1. The name of the limited partnership is PRAXIS OF DEERFIELD BEACH, III, LTD.

2. The original Certificate of Limited Partnership was filed with the Florida Secretary of State on June 22, 1994.

3. A certificate of Amended and Restated Agreement of Limited Partnership was filed with the Florida Secretary of State on June 13, 1996.

4. In order to reflect the withdrawal of LRH, INC., as a General Partner of the Partnership, Paragraph 8 of the Certificate of Limited Partnership of the Partnership is hereby amended in its entirety to provide as follows:

5. Name and address of the General Partner is as follows:

Lindner-Cole Development, Inc.  
701 East Camino Real  
Boca Raton FL 33432

*998-53400*

GENERAL PARTNER

Lindner-Cole Development, Inc.  
a Florida corporation

Date: June 11, 1998

By: *Stephanie M. Cole*  
STEPHANIE COLE, Vice-President

FORMER GENERAL PARTNER

LRH, Inc., a Florida corporation

Date: June 11, 1998

By: *Carl W. Lindner*  
CARL W. LINDNER,

FILED  
98 JUN 15 PM 4: 25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

AMENDED & RESTATED  
AGREEMENT OF LIMITED PARTNERSHIP  
OF  
PRAXIS OF DEERFIELD BEACH, III, LTD.

THIS LIMITED PARTNERSHIP AGREEMENT of PRAXIS OF DEERFIELD BEACH, III, LTD., a Florida limited partnership, (the "Agreement") is entered into as of the 11th day of June, 1998, by and among LINDNER-COLE DEVELOPMENT, INC., a Florida corporation ("LINDNER-COLE") and CARL W. LINDNER ("Lindner") ("the Partnership")

PRELIMINARY STATEMENT

THIS PARTNERSHIP was originally formed on June 22, 1994 by and between LRH and New Horizon Community Development Corporation of Deerfield Beach, Inc., a Florida corporation ("New Horizon") by executing a Certificate of Limited Partnership ("the Certificate") on June 14, 1994 and filing the Certificate with the Florida Secretary of state. On June 3, 1996, New Horizon withdrew from this Partnership by executing an Amendment to Certificate of Limited Partnership which was filed with the Florida Secretary of State on June 13, 1996. The purpose of this Agreement is to fully amend and restate the agreement between the partners. This Agreement is entered into between Lindner-Cole Development, Inc. and Lindner to develop, own and operate an affordable rental housing complex in Broward County, Florida and to provide for the continued operation of the Partnership.

In consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. Formation Lindner-Cole Development, Inc. and Lindner as limited partner hereby agree to continue the operation of the Partnership pursuant to Florida Statutes, Chapter 620, the Florida Uniform Limited Partnership Act (the "Act") and the terms and conditions of this Agreement. Lindner-Cole Development, Inc. shall be the general partner and Lindner shall be the limited partner. The rights and liabilities of the partners shall be as provided in the Act, except as otherwise expressly provided in this Agreement.,

2. Name The name of the limited partnership shall continue to be PRAXIS OF DEERFIELD BEACH, III, LTD. The general partner may at any time and from time to time change the name of the partnership.

3. Principal Place of Business and Resident Agent The principal place of business and principal office shall be 88 Camino Real, Boca Raton, Florida 33432. The general partner may at any time and from time to time change the address of the Partnership. The registered office of the Partnership shall be the same as its principal office and place of business.

4. Term The Partnership shall commence as of the date the Partnership filed its Certificate of Limited Partnership with

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
JUN 25 PM 3:25

FILED

the Secretary of State of the State of Florida. The latest date upon which the Partnership is to dissolve is December 31, 2040.

5. Admission of General Partners and Limited Partner Lindner-Cole Development, Inc., is hereby admitted to the Partnership as the General Partner and Lindner is hereby admitted to the Partnership as the Limited Partner.

6. Capital The partners shall contribute capital to the Partnership in the following amounts:

Lindner-Cole Development, Inc.	\$ 1.00
Lindner	\$99.00

7. Profits and Losses The profits and losses of the Partnership shall be allocated as follows:

Lindner-Cole Development, Inc.	1%
Lindner	99%

8. Distributions Distribution of cash or other assets of the Partnership shall be allocated among the partners as follows:

Lindner-Cole Development, Inc.	1%
Lindner	99%

9. Management and Control The management and conduct of the business of the Partnership shall be vested in the General Partner, which shall use its best efforts to manage and control the Partnership's business with all rights and powers generally conferred by law or necessary, advisable or consistent with such responsibility. All decisions affecting the development of the Partnership's property and business activities shall be made by the General Partner.

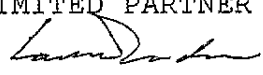
10. Entire Agreement This Agreement constitutes the entire Agreement of the parties herewith with respect to the matters set forth herein and supersedes any prior understanding or agreement, oral or written, with respect thereto.

IN WITNESS WHEREOF, this Limited Partnership Agreement has been made and executed on the day first above mentioned.

GENERAL PARTNER  
Lindner-Cole Development, Inc.  
a Florida corporation

By:   
CARL W. LINDNER, President

LIMITED PARTNER

By:   
CARL W. LINDNER

FILED  
98 JUN 15 PM 4:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA