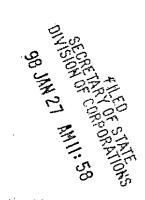
## CAPITAL CONNECTION INC 417 E. Virgina Street, Suite 1 • Tatahastee, Florida 32/02 (850) 224-887 • 4800-442-806. • 18x (650) (22-1222)

RSG famil	w Limited	Partnership	P _
Pinellas	· ·		3000024129733 -01/27/9801043-001 *****105.00 ****105.00
LP-52 CECT 52 Signature	2.50, 1/ Jolly	1/21/98 Buck"	Art of Inc. File  LTD Partnership File  Foreign Corp. File  L.C. File  Fictitious Name File  Trade/Service Mark  Merger File  Art. of Amend. File  RA Resignation  Dissolution / Withdrawal  Annual Report / Reinstatement  Cert. Copy  Photo Copy  Certificate of Status  Certificate of Fictitious Name  Corp Record Search  Officer Search  Fictitious Owner Search  Vehicle Search  Driving Record
Requested by: Name	1-29-98 Date	//:00 Time	UCC 1 or 3 File  UCC 11 Search  UCC 11 Retrieval
Walk-In	Will Pick Up _		Courier

## CERTIFICATE OF AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP OF RSG FAMILY LIMITED PARTNERSHIP-PINELLAS, a Florida limited partnership



The undersigned General Partner desires to amend the Certificate of Limited Partnership filed on December 1, 1997, as document no. A97000002589 pursuant to the Florida Revised Uniform Limited Partnership Act as follows:

- 1. Paragraph / of the original Certificate shall be deleted and the following inserted in its place:
  - 7.A. Purpose. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Partnership to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Partnership, is to engage solely in the following activities:
  - 1. To acquire that certain parcel of real property, together with all improvements located thereon, commonly known as the Pinellas Pointe Apartments, situated in the City of St. Petersburg, State of Florida (the "Property").
  - 2. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property.
  - 3. To exercise all powers enumerated in the Uniform Limited Partnership Act of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.
  - 7.B. Certain Prohibited Activities. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Partnership to the contrary, the following shall govern: The Partnership shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on the Property, the Partnership shall not incur, assume or guaranty any other indebtedness. The Partnership shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the Partnership) formed or surviving such consolidation or merger or that acquired by conveyance

or transfer the properties and assets of the Partnership substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article, and (c) shall expressly assume the due and punctual performance of the Partnership's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by the Partnership and be continuing. For so long as a mortgage lien exists on the Property, the Partnership will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the partners of the Partnership. For so long as a mortgage lien exists on the Property, no material amendment to this partnership agreement may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

II. Except as provided herein, all other terms and conditions of the Certificate shall remain in full force and effect.

The execution of this Certificate by the undersigned General Partner constitutes an affirmation under penalties of perjury that the facts stated herein are true:

IN WITNESS WHEREOF, this Cortificate of Amendment to Certificate of Limited Partnership has been executed by the General Partner of the RSG Family Limited Partnership - Pinellas on this day of January, 1998.

"GENERAL PARTNER"

BARFIELD BAY PROPERTIES, INC.,

Florida corporation

Romald I. Glas

President of Barfield Bay

Properties, Inc.

General Partner of RSG Family

Limited Partnership-Pinellas

P. 63 SECONOR CONTROL SO

COUNTY OF Collins

The foregoing instrument was acknowledged before me this all day of Convert, 1998, by RONALD L. GLAS, the President of Barfield Bay Properties, Inc., a Florida corporation, on behalf of the corporation, as general partner of the RSG Family Limited Partnership - Voque, a Florida limited partnership. He is personally known to me or did produce as identification.

Beth A Glas

My Commission CC702381

Expires December 15, 2001

Notary Public

Name:

My Commission Expires: