



B94000000305

ACCOUNT NO. : 072100000032

REFERENCE : 058950 5056396

4 AUTHORIZATION : *Patricia Pigut*

COST LIMIT : \$ 52.50

ORDER DATE : December 9, 1998

ORDER TIME : 11:14 AM

ORDER NO. : 058950-025

CUSTOMER NO: 5056396

CUSTOMER: Ms. Cheryl Goldschmitt
Aimco
1225 Eye Street, Nw
Suite 200
Washington, DC 20005

800002708938-1-4

DOMESTIC AMENDMENT FILING

NAME: AIMCO/BRANDYWINE, LIMITED
PARTNERSHIP

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:
XX PLAIN STAMPED COPY

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS:

ryl
12/10/98

FILED
STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
98 DEC 9 PM 1:51
2:51

FILED
STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
98 DEC 10 PM 1:51
2:51
98 DEC 10 PM 2:51

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF
98 DEC 10 PM 2:51

AIMCO/BRANDYWINE, Limited Partnership

(Insert name currently on file with Florida Dept. of State)

Pursuant to the provisions of section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Dept. of State on July 29, 1994, adopts the following certificate of amendment to its certificate of limited partnership.

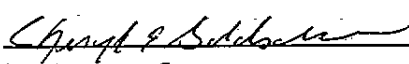
FIRST: Amendment(s): (indicate article number(s) being amended, added, or deleted)

See attached amendment.
Page 3 where indicated

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF
98 DEC 10 PM 2:51

SECOND: This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

THIRD: Signature(s)

Signature of current general partner: AIMCO Holdings QRS, Inc. (general partner of AIMCO Holdings, L.P., general partner of AIMCO/BRANDYWINE, Limited Partnership)

Assistant Secretary

Signature(s) of new general partner(s), if applicable:

**SECOND AMENDMENT TO
LIMITED PARTNERSHIP AGREEMENT OF
AIMCO/BRANDYWINE, L.P.,
a Delaware limited partnership**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 DEC 10 PM 2:51

This Second Amendment to Limited Partnership Agreement of AIMCO/Brandywine, L.P. (this "Amendment") is made as of September 15, 1995, by and between AIMCO Properties, L.P., a Delaware limited partnership (the "Operating Partnership"), Property Asset Management Services of the Southwest, L.L.C., a Delaware limited liability company ("PAMS-SW"), and AIMCO Holdings, L.P., a Delaware limited partnership ("Holdings, L.P."). All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement (as hereinafter defined), as amended hereby.

WITNESSETH:

WHEREAS, the Operating Partnership and PAMS-SW entered into that certain Limited Partnership Agreement of AIMCO/Brandywine, L.P. dated as of July 29, 1994, to form the Partnership;

WHEREAS, such agreement has been previously amended by that certain First Amendment to Limited Partnership Agreement of AIMCO/Brandywine, L.P. dated as of the date hereof, among the Operating Partnership, PAMS-SW and Holdings, L.P. (as so amended, the "Agreement"), to allow for the transfer of a 1% general partner Interest held by the Operating Partnership to Holdings, L.P. as a contribution to Holdings, L.P. in exchange for a limited partner interest in Holdings, L.P., as effected by that certain First Assignment and Assumption of Partnership Interest dated as of the date hereof (the "Assignment");

WHEREAS, PAMS-SW currently holds a 1% interest as Limited Partner in the Partnership;

WHEREAS, pursuant to the Assignment, Holdings, L.P. currently holds a 1% Interest as a General Partner in the Partnership and the Operating Partnership currently holds a 98% Interest as a General Partner in the Partnership;

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 DEC 10 PM 2:51

WHEREAS, the parties hereto desire to amend the Agreement to allow for a certain transfer of Interest in the Partnership as hereinafter set forth:

WHEREAS, PAMS-SW desires to transfer and distribute a 0.42% limited partner Interest in the Partnership to the Operating Partnership:

WHEREAS, subsequent to the aforementioned transfer, the parties hereto desire to redesignate the Operating Partnership's entire Interest as a limited partner interest; and

WHEREAS, the parties hereto desire to restrict any further transfer of any Interests in the Partnership and amend the Agreement only as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Effectiveness. In accordance with Section 9.7 of the Agreement, as a condition precedent to the effectiveness of the terms, conditions and provisions of this Amendment, the parties hereto shall have executed and delivered the consent attached hereto.

2. Definitions.

(a) Section 2.8 of the Agreement is hereby amended to read as follows: "General Partner" means AIMCO Holdings, L.P.

(b) The following new Section 2.10.1 is hereby inserted in the Agreement: "Limited Partner" means Property Asset Management Services of the Southwest, L.L.C. and AIMCO Properties, L.P.

3. Transfers. Article 6 is hereby amended to read as follows:

"6.1 Transfers and Redesignation of Interest. (a) Notwithstanding anything to the contrary contained in Section 6.1(c) below:

(i) the following transfer is permitted and shall be consummated upon the effectiveness of this Amendment:

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 DEC 10 PM 2:51

Property Asset Management Services of the Southwest, L.L.C. shall transfer a 0.42% Interest as Limited Partner to AIMCO Properties, L.P.; and

(ii) from and after the date hereof, Property Asset Management Services of the Southwest, L.L.C. may freely transfer its 0.58% limited partner Interest.

*

(b) Upon the consummation of the transfer described in Section 6.1(a)(i) above, the entire 98.42% Interest of AIMCO Properties, L.P. shall be redesignated as a Limited Partner Interest.

(c) The Partners may not Transfer, directly or indirectly, by operation of law or otherwise, voluntarily or involuntarily, all or any portion of their Interests, and any purported Transfer of any Partner's Interest shall be null and void *ab initio*. No Partner shall voluntarily withdraw from the Partnership. Any purported act in contravention of this Article 6 shall be null and void and of no force whatsoever."

4. Amendments. Section 9.7 of the Agreement is hereby amended to read as follows:

"No amendments to this Agreement shall be effective without the consent of all Partners, which consent may be given or withheld in the sole and absolute discretion of a Partner. In addition, Section 6.1 of this Agreement may be amended only upon the consent of (i) all Partners, (ii) a majority of the limited partner interests in the Limited Partner that are not directly or indirectly (through AIMCO-LP, Inc., a Delaware corporation) held by Apartment Investment and Management Company, a Maryland corporation, and (iii) a majority of the non-managing interests in Property Asset Management Services of the Southwest, L.L.C., which consents may be given or withheld in the sole and absolute discretion of such entities."

5. Exhibit A. From and after the date hereof, the Percentage Interest of AIMCO Properties, L.P. set forth in Exhibit A shall be 98.42%, the Percentage Interest of Property Asset Management Services of the Southwest,

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 DEC 10 PM 2:51

L.L.C. set forth in Exhibit A shall be 0.58%, and the Percentage Interest of AIMCO Holdings, L.P. set forth in Exhibit A shall remain 1%.

6. Ratification. Each party hereby ratifies and reaffirms the Agreement and agrees that the Agreement, as amended by this Amendment, remains in full force and effect.

7. Severability. If any agreement, condition, covenant or term hereof or any application hereof should be held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, all agreements, conditions, covenants and terms hereof and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

8. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

9. Governing Law. This Amendment shall be governed under the laws of the State of Delaware, without giving effect to the conflict of law principles thereof.

10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all as of the day and year first above written.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 DEC 10 PM 2:51

General Partner:

AIMCO HOLDINGS, L.P., a Delaware limited partnership

By: AIMCO HOLDINGS QRS, INC., a Delaware corporation, its General Partner

By:


Peter K. Kompaniez
Vice Chairman

Limited Partner:

AIMCO PROPERTIES, L.P., a Delaware limited partnership

By: AIMCO-GP, INC., a Delaware corporation, its General Partner

By:


Peter K. Kompaniez
Vice President

Limited Partner:

PROPERTY ASSET MANAGEMENT SERVICES OF THE SOUTHWEST, L.L.C., a Delaware limited liability company

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 DEC 10 PM 2:51

By: AIMCO PROPERTIES, L.P., a Delaware limited partnership, its Managing Member

By: AIMCO-GP, INC., a Delaware corporation, its General Partner

By:


Peter K. Kompanietz
Vice President

0057255.01-1082a

CONSENT

The undersigned hereby approve of and consent to the terms, conditions and provisions of the foregoing Amendment and the transactions contemplated thereby.

Dated as of September 15, 1995.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 DEC 10 PM 2:51

AIMCO HOLDINGS, L.P., a Delaware limited partnership

By: AIMCO HOLDINGS QRS, INC., a Delaware corporation, its General Partner

By:


Peter K. Kompaniez
Vice Chairman

AIMCO PROPERTIES, L.P., a Delaware limited partnership

By: AIMCO-GP, INC., a Delaware corporation, its General Partner

By:


Peter Kompaniez
Vice President

PROPERTY ASSET MANAGEMENT SER-
VICES OF THE SOUTHWEST, L.L.C., a
Delaware limited liability company

By: AIMCO PROPERTIES, L.P., a Dela-
ware limited partnership, its Managing
Member

By: AIMCO-GP, INC., a Delaware
corporation, its General Partner

By:


Peter Kompaniez
Vice President

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 DEC 10 PM 2:51