

Filing Fee: \$50.00

ID Number: 119511



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

LIMITED PARTNERSHIP

**CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
(To Be Filed In Duplicate Original)**

The undersigned, desiring to amend the Certificate of Limited Partnership under and by virtue of the power conferred by Section 7-13-9 of the General Laws, 1956, as amended, hereby execute the following Certificate of Amendment to the Certificate of Limited Partnership:

1. The name of the limited partnership is:

IPI V11 - 1890

2. The date of filing of the Certificate of Limited Partnership is May 25, 1984

3. The Certificate of Limited Partnership (as previously amended on 9/20/84, 12/1/84)
(List dates of prior amendment(s), if applicable. If none, so state.)

is amended as follows:

[Insert amendment]

See Attachment (A)

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BY [Signature]
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- 4 This Certificate of Amendment is signed by at least one general partner and, if applicable, by each other general partner designated herein as a new general partner.

Under penalty of perjury, I/we declare and affirm that I/we have examined this Certificate of Amendment to the Certificate of Limited Partnership, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: March 23, 2000

IPI VII-1890

Print Name of Limited Partnership

Wingate Housing Partners IV, L.P.

By: Wingate Development Corp., G.P.

By [Signature]

Robert G. Najarian, Vice President

By [Signature]

Special Limited Partner, Central Street Associates

By _____

Robert G. Najarian, A General Partner

By G.P. Integrated Properties II, Inc.

By [Signature]

Alfred Carpionato, President

IPI VII-1890
(A Rhode Island Limited Partnership)

SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT AND
CERTIFICATE OF LIMITED PARTNERSHIP

SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP (this Amendment) of IPI VII-1890, a Rhode Island limited partnership (the Partnership) made as of the 23rd day of March, 2000, by and among Wingate Housing Partners IV Limited Partnership, a Massachusetts limited partnership (Wingate), Central Street Associates, a Massachusetts general partnership (CSA), and Integrated Properties II, Inc., a Rhode Island Corporation (the General Partner). The Partnership was organized pursuant a Certificate of Limited Partnership filed with the Secretary of State of Rhode Island on May 25, 1984, as amended and restated by an Amended and Restated Agreement and Certificate of Limited Partnership dated September 20, 1984 and filed with the Secretary of State of Rhode Island on October 22, 1984, as amended by First Amendment to Amended and Restated Agreement and Certificate of Limited Partnership dated December 1, 1984 and filed with the Secretary of State of Rhode Island on December 28, 1984 (such Amended and Restated Agreement and Certificate of Limited Partnership, as so amended, is herein called the Agreement).

The parties hereto desire to amend the Agreement to include certain provisions required by the U.S. Department of Housing and Urban Development (HUD).

The parties hereto do hereby agree, swear and certify as follows:

1. The Agreement is amended to include the following Section 41:

41. HUD Provisions.

a. The Partnership is authorized to execute a note and mortgage in order to secure a loan to be insured by the Secretary of Housing and Urban Development (Secretary) and to execute a Regulatory Agreement and other documents required by the Secretary in connection with such loan. Any incoming general partner shall as a condition of receiving an interest in the Partnership agree to be bound by the note, mortgage, and Regulatory Agreement and other documents required in connection with the HUD insured loan to the same extent and on the same terms as the other general partners. Upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents therefrom shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to the Secretary.

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b. As long as the Secretary, or his successors or assigns, is the insurer of holder of a mortgage on the Project, no amendment to this Agreement which results in any of the following shall be of force or effect with the prior written consent of HUD: (1) any amendment which modifies the duration of the Agreement; (2) any amendment which results in the requirement that a HUD prior participation certification be obtained for any additional party; and (3) any amendment which in any way impacts or affects the HUD mortgage or Regulatory Agreement.

c. In the event of any conflict between this Agreement and the Regulatory Agreement, the terms of the Regulatory Agreement shall take precedence.

2. The Agreement is further amended to add "Section 41. HUD Provisions" to the Table of Contents

3. In all other respects, the Agreement is ratified and confirmed and shall remain in full force and effect as written.

4. The parties hereto, by themselves, have the full power, authority and legal right to execute this Amendment, without the consent, approval or other act of or by any other person.

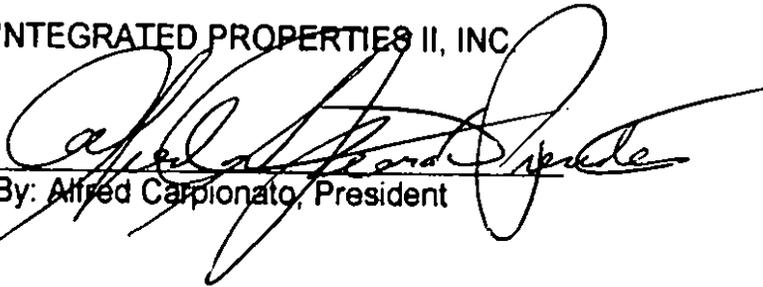
5. This Amendment may be executed in counterparts, and all such counterparts, so executed, shall constitute one agreement binding upon all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

[signatures on following page]

GENERAL PARTNER:

INTEGRATED PROPERTIES II, INC



By: Alfred Capronato, President

LIMITED PARTNER

WINGATE HOUSING PARTNERS IV
LIMITED PARTNERSHIP

By: Wingate Development Corp.,
General Partner



By: Robert G. Najarian, Vice President

SPECIAL LIMITED PARTNER

CENTRAL STREET ASSOCIATES



By: Robert G. Najarian
A general partner