

49016

ALTERNATIVE HOUSING ASSOCIATES
AMENDED
CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, having formed Alternative Housing Associates, a limited partnership (the "Partnership"), pursuant to the provisions of the Uniform Partnership Act of the State of Rhode Island, for the purpose of amending the certificate of limited partnership filed September 30, 1982 certify as follows:

1. Name

The name of the Partnership will be Alternative Housing Associates.

2. Character of the Business

The character of the business to be conducted by the Partnership will be to develop and operate a low-income housing project located in Providence, Rhode Island (the "Project").

3. Location

The principal place of business of the Partnership will be at One Empire Plaza, Providence, Rhode Island.

4. Partners

L. Daniel Libutti has previously withdrawn as an Initial Limited Partner and has assigned his limited partnership interest to Weybosset Hill Development Corporation. Weybosset Hill Development Corporation hereby withdraws as the remaining Initial Limited Partner. The Limited Partners have been admitted as of November 1, 1982. The current partners are:

a. General Partners

Weybosset Hill Development Corporation (the "Managing General Partner")
One Empire Plaza
Providence, Rhode Island 02903

WODECO
104 Princeton Avenue
Providence, Rhode Island 02907

b. Limited Partners

See Schedule A

5. Term

The term for which the Partnership is to exist will be until December 31, 2025, or until the Partnership is sooner terminated by reason of the happening of any one of the following events:

- a. The death, incompetency, bankruptcy, termination or withdrawal of the last remaining general partner, unless the Partnership is continued as provided in this certificate.
- b. The sale or other disposition of the Project.
- c. The election of the Managing General Partner to terminate the Partnership with the consent of a majority in interest of the Limited Partners.

6. Contributions

The Limited Partners will not make any contributions to the capital of the Partnership.

7. Additional Contributions

The Limited Partners will not be required to make any additional contributions to the capital of the Partnership.

8. Return of Contributions

Any net cash proceeds resulting from the occurrence of a Sale or Refinancing of the Project, as defined in the Partnership Agreement, will be applied and distributed in the following priority:

- a. To the payment of the liabilities of the Partnership.
- b. To the establishment of any reserves which the Managing General Partner deems reasonably necessary to provide for any contingent or unforeseen liabilities of the Partnership.
- c. To the repayment of any advances made by the General Partners to the Partnership to fund any operating deficits.
- d. The balance of the net cash proceeds 98% to the Limited Partners.

9. Allocation of Net Profits and Losses

The Net Profits and Losses of the Partnership, as defined in the Partnership Agreement, will be allocated at the end of the Partnership's taxable year 98% to the Limited Partners.

10. Substitution

A Limited Partner will have the right to substitute an assignee in his place subject to obtaining the consent of the Managing General Partner and accepting the terms of the Partnership Agreement.

11. Admission of Additional Limited Partners

The General Partners will not have the right to admit additional limited partners to the Partnership.

12. Priority

No Limited Partner will have priority over any other Limited Partner as to contributions or as to compensation by way of income from the Partnership.

13. Continuation

The death, incompetency, bankruptcy, termination or withdrawal of a General Partner will not cause the cessation of the business of the Partnership. If the effect would remove the last remaining General Partner, the Limited Partners, by unanimous consent, may elect to continue the business of the Partnership by selecting a successor General Partner as provided in the Partnership Agreement.

14. Election to Receive Property

No Limited Partner will have the right to demand and receive property other than cash in return for his contributions.

Weybosset Hill Development Corporation

(seal)

By

[Signature]

its

V.P.

Individually as Managing General Partner and as attorney-in-fact for the Limited Partners on Schedule A

WODECO

By

[Signature]

its

President

STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE)

SS:

On this 29th day of December, 1982, before me personally came L. DANIEL LIBUTTI, to me personally known, who, being by me duly sworn, did depose and say that he resides in Providence, Rhode Island; that he is the Vice President of WEYBOSSET HILL DEVELOPMENT CORPORATION, the Corporation described in and which executed the foregoing instrument as Managing General Partner, and that he signed his name thereto by order of the Board of Directors of said Corporation.




My Commission Expires June 30, 1986

STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE)

SS:

On this 30th day of December, 1982, before me personally came PATRICIA A. MATTHEWS, to me personally known, who, being by me duly sworn, did depose and say that she resides in East Providence, Rhode Island; that she is the President of WODECO, the Corporation described in and which executed the foregoing instrument as General Partner, and that she signed her name thereto by order of the Board of Directors of said Corporation.


My Commission Expires June 30, 1986

ALTERNATIVE HOUSING ASSOCIATES

SCHEDULE A

<u>Name and Residential Address</u>	<u>Partnership Interest</u>
Dr. Claude Abouchedid 42 Carter Road Princeton, NJ 08540	2.8%
Raymond Baker, Jr. 20 Golfview Drive Penfield, NY 14526	2.8%
Donald P. Berens 22 Countryside Road Fairport, NY 14450	2.8%
John C. Clarke III 215 San Gabriel Drive Rochester, NY 14610	2.8%
Dr. Louis G. Fares 2759 Nottingham Way Trenton, NJ 08619	2.8%
Floyd Franz Trust UA 9/18/79, Floyd Franz, TTEE Box 925, 220-B East Miles Kingfisher, OK 73750	2.8%
Halbert M. Harris, Jr. 1166 Lake Road Webster, NY 14580	2.8%
Myrtle B. Hastings, by Kenneth Bergstrom under Power of Appointment dated 10/20/82 c/o 187 North Main Street Sunderland, MA 01375	2.8%
David Heinzelman 779 Daventry Circle Webster, NY 14580	2.8%
Dr. G. Keefe Jackson 50 Hawthorne Street Rochester, NY 14610	2.8%
Dr. E. T. Jones 7250 Beaver Meadow Road Bergen, NY 14416	2.8%

<u>Name and Residential Address:</u>	<u>Partnership Interest</u>
Dr. Jeremy A. Klainer 295 San Gabriel Drive Rochester, NY 14610	5.6%
Marshall Levine 472 Claybourne Road Rochester, NY 14618	2.8%
Dr. Timothy G. McGinn & Dr. Cynthia G. McGinn JTWROS 11 Madison Road Wellsley, MA 02181	2.8%
David D. McNair 1744 Lake Road Webster, NY 14580	2.8%
Robert W. Meredith 1396 East Avenue Rochester, NY 14610	2.8%
Walter J. Musliner 342 Thomas Avenue Rochester, NY 14617	2.8%
Dr. Curtis Nelson 85 Southern Parkway Rochester, NY 14618	2.8%
Richard C. Portland 10 Birling Gap Fairport, NY 14450	2.8%
H. A. Rehman, M.D RD #2 Gloversville, NY 12078	2.8%
David A. Richards 15 Nyby Road Rochester, NY 14624	2.8%
Howard M. Rockoff 641 French Road Rochester, NY 14618	2.8%

<u>Name and Residential Address</u>	<u>Partnership Interest</u>
Wilfrid Rowe, Jr. 32 Cobbles Drive Penfield, NY 14526	2.8%
Harris H. Rusitzky 3493 East Avenue Rochester, NY 14618	2.8%
John L. Sherry, Jr. 72 Highridge Ridgefield, CT 06877	5.6%
Leigh Shields 210 Thornell Road Pittsford, NY 14534	2.8%
Dr. Ben Sischy 7 Tobey Brook Pittsford, NY 14534	2.8%
William Stirlen 115 Knollwood Drive Rochester, NY 14618	2.8%
Dr. Robert J. Tuite 69 Heather Drive Rochester, NY 14625	2.8%
J. W. and Jean M. Weber 62 Conmar Drive Rochester, NY 14609	2.8%
Peter B. Whitcombe 57 Little Spring Run Fairport, NY 14450	2.8%
Charles and Rosemary Willette 88 Great Wood Circle Fairport, NY 14450	2.8%
Edward B. Zinkin, M. D. 141 Thackery Road Rochester, NY 14610	2.8%

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