

49010

CERTIFICATE OF LIMITED PARTNERSHIP
OF
ALTERNATIVE HOUSING ASSOCIATES

Pursuant to the Limited Partnership Act of the State of
Rhode Island

The undersigned, for the purpose of forming a Limited Partnership pursuant to the laws of the State of Rhode Island, and being severally duly sworn, do certify as follows:

1. The name of the Partnership is "ALTERNATIVE HOUSING ASSOCIATES".

2. The business of the Partnership is to acquire, construct, own, maintain, operate, sell and convey a housing project in the City of Providence, Rhode Island.

3. The principal place of business of the Partnership is One Empire Plaza, Providence, Rhode Island.

4. The Managing General Partner is WEYBOSSET HILL DEVELOPMENT CORPORATION with offices at One Empire Plaza, Providence, Rhode Island. The General Partner is WODECO, with offices at One Jackson Walkway, Providence, Rhode Island.

5. The Limited Partners are WEYBOSSET HILL DEVELOPMENT CORPORATION with offices at One Empire Plaza, Providence, Rhode Island; and L. DANIEL LIBUTTI of One Empire Plaza, Providence, Rhode Island.

6. The term of the Partnership began on the date hereof, and shall continue until the later of (a) twenty (20) years from the date hereof, or (b) the maturity date of any mortgage indebtedness of the Partnership, which indebtedness is to be insured by the Federal Housing Administration.

7. The amount of cash and property contributed by the Limited Partner, L. Daniel Libutti, is \$100.00.

8. The Limited Partners have not agreed to make any additional contributions.

9. There is no time agreed upon when the contribution of the Limited Partner is to be returned, except upon dissolution of the Partnership or sale of its property.

10. The share of the profits or other compensation by way of income which the Limited Partners shall receive by reason of their contribution is 97% for Weybosset Hill Development Corporation and 1% for L. Daniel Libutti.

11. The Limited Partners may not substitute an assignee as contributor in their place.

12. The General Partner may admit additional Limited Partners.

13. No right is given to any Limited Partner of priority over any other Limited Partner as to the contribution or as to compensation by way of income.

14. Upon the death, retirement or incapacitation of a General Partner, a remaining General Partner or Partners may continue the business of the Partnership.

15. Upon the dissolution or termination of the Partnership, the Limited Partners shall have the right to demand and receive cash or the equivalent in any other property of the Partnership in return for their contribution.

16. Notwithstanding any other provisions contained herein, the Partnership is authorized through its General Partner to execute a Note and Mortgage in order to secure a loan to be insured

by the Secretary of Housing and Urban Development and to execute a Regulatory Agreement and other documents required by the Secretary in connection with such loan. Any incoming Partner shall, as a condition of receiving an interest in the Partnership property, agree to be bound by the Note, Mortgage, Consolidation, Modification and Extension Agreement, Regulatory Agreement and other documents required in connection with the FHA-insured loan, to the same extent and on the same terms as the other 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.

WEYBOSSET HILL DEVELOPMENT CORPORATION
Managing General Partner

By: *[Signature]*
V.P.

WODECO, General Partner

By: *Leticia A. Matthews*

WEYBOSSET HILL DEVELOPMENT CORPORATION
Limited Partner

By: *[Signature]*
V.P.

[Signature]
L. DANIEL LIBUTTI, Limited Partner

STATE OF RHODE ISLAND) SS:
COUNTY OF Providence)

On this 31st day of September, 1982, before me personally came R. Daniel Libutti, to me personally known, who, being by me duly sworn, did depose and say that he resides in Providence; that he is the Vice President of WEYBOSSET HILL DEVELOPMENT CORPORATION, the Corporation described in and which executed the above instrument as Managing General Partner; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Edward J. O'Dette
Notary Public

STATE OF RHODE ISLAND) SS:
COUNTY OF PROVIDENCE)

On this 29th day of September, 1982, before me personally came Peter A. Mathews, to me personally known, who, being by me duly sworn, did depose and say that she resides in East Providence; that she is the President of WODECO, the Corporation described in and which executed above instrument as General Partner; and that she signed her name thereto by order of the Board of Directors of said Corporation.

Constance A. Howes
Notary Public Constance A. Howes
Notary Public
my commission expires 6-30-86

STATE OF RHODE ISLAND) SS:
COUNTY OF Providence)

On this 30th day of September, 1982, before me personally came R. Daniel Libutti, to me personally known, who, being by me duly sworn, did depose and say that he resides in Providence; that he is the Vice President of WEYBOSSET HILL DEVELOPMENT CORPORATION, the Corporation described in and which executed the above instrument as Limited Partner; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Edward J. O'Dette
Notary Public

STATE OF RHODE ISLAND) SS:
COUNTY OF Providence)

On this 30th day of September, 1982, before me personally came L. DANIEL LIBUTTI, to me personally known, and known to me to be the person described in, and who executed, the within instrument as Limited Partner; and he acknowledged to me that he executed the same.



Notary Public

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