

MESHANTICUT VISTA ASSOCIATES

(A Rhode Island Limited Partnership)

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

THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT AND
CERTIFICATE OF LIMITED PARTNERSHIP (this Amendment) of
MESHANTICUT VISTA ASSOCIATES, a Rhode Island limited
partnership (the Partnership) made as of December 1, 1985, by
and among Continental Wingate Company, Inc., a Delaware
corporation (CWC), Wingate Housing Partners '85 Limited
Partnership, a Massachusetts limited partnership (Wingate),
Central Street Associates (Central) and Integrated Properties
IV, Inc., a Rhode Island corporation (the General Partner).
The Partnership was organized pursuant to a certificate of
Limited Partnership filed with the Secretary of State of Rhode
Island on March 5, 1979, as amended and restated by an Amended
and Restated Agreement and Certificate of Limited Partnership,
dated November 30, 1984 and filed with the Rhode Island
Secretary of State on December 7, 1984, as amended by a First
Amendment to Amended and Restated Certificate and Agreement of
Limited Partnership filed with the Rhode Island Secretary of
State on December 28, 1984 and as amended by Second Amendment
to Amended and Restated Agreement and Certificate of Limited
Partnership filed with the Rhode Island Secretary of State on
August 21, 1985 (such Amended and Restated Agreement and
Certificate as so amended is herein called the Agreement).

PRELIMINARY STATEMENTS

By an Assignment and Consent dated as of December 1,
1985 (the Assignment), CWC and Central assigned their interests
as limited partners in the Partnership (the Interest) to
Wingate, and the General Partner of the Partnership has
consented, pursuant to Article 15 of the Agreement, to such
assignment and to the admission of Wingate as a substitute
limited partner in the Partnership.

The Partners desire to confirm the transfer of the
Interest, the withdrawal of CWC and Central as Limited Partners
of the Partnership, and the substitution of Wingate as Limited
Partner of the Partnership, and to amend the Agreement pursuant
to this Amendment.

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

1. Exhibit B to the Agreement is amended by striking out such Schedule and by inserting in lieu thereof Exhibit B attached hereto.

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

3. By executing this Amendment, CWC and Central hereby agree that they have no right, claim or cause of action against the Partnership or the Partners thereof, as Partners, for any distribution or any other benefit or, to the extent permitted by law, for the allocation of any item of Partnership income, gain, loss, deduction or credit for Federal income tax purposes with respect to the Interest for any period after December 1, 1985. The other Partners of the Partnership, in their capacity as such, for themselves and for the Partnership, hereby release CWC and Central from any and all rights, claims or causes of action of the Partners or the Partnership in connection with the Interest as of December 1, 1985.

4. By executing this Amendment, Wingate, pursuant to the provisions of the Agreement, hereby accepts the terms and provisions of the Agreement with respect to the Interest transferred to it.

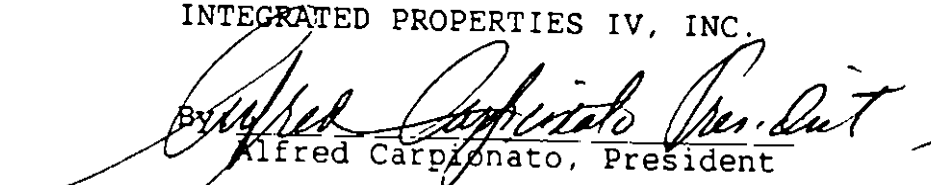
5. The Partnership may agree to a rescheduling and adjustment of the contributions to capital to be made by the Original Limited Partner providing that all partners agree in writing to the terms of such rescheduling and adjustment.

6. This Amendment may be executed in counterparts, and all such counterparts, as 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.

GENERAL PARTNER:

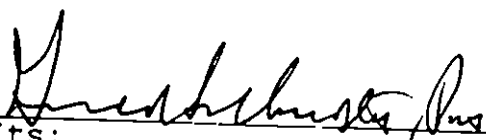
INTEGRATED PROPERTIES IV, INC.

By  Alfred Carpinato, President

ORIGINAL AND SPECIAL LIMITED PARTNER:

WINGATE HOUSING PARTNERS '85
LIMITED PARTNERSHIP

By: Wingate Development Corp.
General Partner

By: 
Its:

WITHDRAWING LIMITED PARTNER:

CENTRAL STREET ASSOCIATES

By: 
A General Partner

CONTINENTAL WINGATE COMPANY,
INC.


By: 
Its:

Exhibit B

Partners and Partnership Interests

<u>Name</u>	<u>Address</u>	<u>Profits and Losses and Annual Net Cash Flow</u>	<u>Excess Capital Proceeds</u>	
GENERAL PARTNER		<u>Prior to a Capital Recovery Event</u>	<u>After a Capital Recovery Event</u>	
Integrated Properties IV, Inc.	1414 Atwood Avenue Johnston, RI	1%	50%	50%
ORIGINAL LIMITED PARTNER				
Wingate Housing Partners '85 Limited Partnership	Old Central Wharf 75 Central St. Boston, MA 02109	98 %	49%	45%
SPECIAL LIMITED PARTNER				
Wingate Housing Partners '85 Limited Partnership	Old Central Wharf 75 Central St. Boston, MA 02109	1%	1%	5%

State of R.I.
County of Pro

day of July 1985, in said county, this 17th
Alfred Carbionato, President of Integrated Properties IV, Inc.,
known to me and known by me to be the party executing the
foregoing instrument, and being first duly sworn acknowledged
said instrument, by him executed, to be his free act and deed
and the free act and deed of said corporation and declared that
the statements therein are true.

[Seal]

[Signature]
Notary Public

My commission expires:

1986

State of Massachusetts
County of Suffolk

In Boston, in said county, this 20th
day of December, 1985, then personally appeared before
me Anne M. Veetnagen, Gerald Schuster of
Continental Wingate Company, Inc., general partner of Wingate
Housing Partners '85 Limited Partnership, known to me and known
by me to be the party executing the foregoing instrument, and
being first duly sworn acknowledged said instrument, by him
executed, to be his free act and deed and the free act and deed
of said limited partnership and declared that the statements
therein are true.

[Seal]

Anne M. Veetnagen
Notary Public

My commission expires: Jan 23, 1992

State of Massachusetts
County of Suffolk

In Boston, in said county, this 20th
day of December, 1985, then personally appeared before
me Brian Callahan, a general partner of Central
Street Associates, known to me and known by me to be the party
executing the foregoing instrument, and being first duly sworn
acknowledged said instrument, by him executed, to be his free
act and deed and the free act and deed of said partnership and
declared that the statements therein are true.

[Seal]

Anne M. Verhagen
Notary Public

My commission expires: Jan 23, 1992

State of Massachusetts
County of Suffolk

In Boston, in said county, this 20th
day of December 1985, then personally appeared before
me Anne M. Verhogen, Gerald Schuster of
Continental Wingate Company, Inc., known to me and known by me
to be the party executing the foregoing instrument, and being
first duly sworn acknowledged said instrument, by him executed,
to be his free act and deed and the free act and deed of said
corporation and declared that the statements therein are true.

[Seal]

Anne M. Verhogen
Notary Public

My commission expires: Jan 23, 1992

DP50 50.00
CHEK 50.00

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DEC 31 1985