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AGREEMENT AND CERTIFICATE
OF
LIMITED PARTNERSHIP
OF
HILLSIDE ASSOCIATES, l.p.

We, Vincent Mesolella and Vincent J. Mesolella, Jr., both of the Town of North Providence, County of Providence, State of Rhode Island, desiring to form a limited partnership under and by virtue of the powers conferred by Chapter 13, Title 7 of the General Laws of Rhode Island of 1956, (1969 Renenactment), as amended, do solemnly swear and agree as follows:

1. Name: The name of the Partnership shall be Hillside Associates, l.p.

2. Term: The Partnership shall commence upon the filing of this Agreement and Certificate of Limited Partnership in the Office of the Secretary of State of Rhode Island and shall continue until December 31, 2040, unless the Partnership is sooner dissolved by the happening of any one of the following events: the sale or disposition of all or substantially all of the Partnership property; the termination of the existence or dissolution (voluntary or involuntary), bankruptcy or legal incapacity of a General Partner, unless there is an election by the remaining General Partners, if any, to continue the business or unless

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the majority in interest of the Limited Partners designate a new General Partner of the reconstituted Partnership; the dissolution of the Partnership by operation of law.

3. Purpose. The purpose of the Partnership is to acquire certain real property located on Plainfield Street, Providence, Rhode Island, and to develop the same by building thereon a project consisting of dwelling units (the Project) and to hold, own, improve, operate, manage, service, lease, mortgage, and encumber the same and otherwise deal with the same as owner thereof and to acquire additional real and personal property to the extent necessary and appropriate to carry out the foregoing purposes.

4. Principal Place of Business. The address of the specified office of the Partnership is 1910 Smith Street, North Providence, Rhode Island 02911, and the name of the specified agent for service of process at such address is Vincent J. Mesolella, Jr., but other or additional places of business may be selected from time to time by the General Partners on notice to the Limited Partners.

5. Percentage Interest of General Partners and Limited Partners:

<u>General Partner</u>	<u>Percentage Interest</u>
Vincent Mesolella	1.0%
Vincent J. Mesolella, Jr.	1.0%
<u>Limited Partner</u>	<u>Percentage Interest</u>
Vincent Mesolella	49%
Vincent J. Mesolella, Jr.	49%

6. Capital Contributions of Limited Partners: The Limited Partners shall make the following contribution in cash to the capital of the Partnership:

Limited Partners

Vincent Mesolella	\$100.00
Vincent J. Mesolella, Jr.	\$100.00

7. Authority of the Partnership:

7.1 The Partnership is authorized to engage in any activity, perform and carry out contracts of any kind, and do any and all things necessary and proper for the protection and benefit of the Partnership, including, without limiting the generality of the foregoing:

a. borrowing whatever amounts may be required for the acquisition, development and construction of the Project, and to meet the expenses of operating the Project, and securing the same by a mortgage to Rhode Island Housing and Mortgage Finance Corporation, a corporation organized and existing pursuant to the provisions of Chapter 55 of Title 42 of the General Laws of Rhode Island of 1956 (Reenactment of 1969, as amended) (RIHMFC).

b. entering into an agreement with RIHMFC (the "Regulatory Agreement") governing the operation and maintenance of the Project.

c. entering into any other agreement with RIHMFC in connection with said mortgage and executing any form or forms required by it relating to said mortgage.

7.2 The property of the Partnership shall be held in the name of the Partnership.

8. Rights, Powers and Duties of General Partner:

8.1 The business of the Partnership shall be managed solely by the General Partners.

8.2 Any of the General Partners acting singly, for, in the name and on behalf of the Partnership, is hereby authorized:

(i) To acquire by purchase, lease, or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership.

(ii) To construct, operate, maintain, finance and improve, and to own, sell, convey, assign, mortgage, or lease any real estate and any personal property necessary, convenient or incidental to the accomplishment of the purposes of the Partnership.

(iii) To borrow money and issue evidence of indebtedness in furtherance of any or all of the purposes of the Partnership, and to secure the same by mortgage, pledge or other lien on the Project or any other assets of the Partnership.

(iv) To prepay in whole or in part, refinance, recast, increase, modify or extend any mortgages affecting the Project and in connection therewith to execute any extensions, renewals, or modifications of any mortgages on the Project.

(v) To execute Mortgage Notes and Mortgage Deeds in order to secure loans from RIHMFC; to execute a Regulatory Agreement and all other documents required by said corporation in connection with said mortgage and the acquisition, construction, development, improvement, maintenance and operation of the Project.

(vi) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Partnership, so long as said activities and contracts may be lawfully carried on or performed by a Partnership under the laws of the State of Rhode Island.

8.3 The General Partners shall promptly take all action which may be necessary or appropriate for the completion of the Project and for its proper maintenance and

operation in accordance with the applicable laws and regulations. The General Partners shall devote to the Partnership such time as may be necessary for the proper performance of their respective duties.

8.4 All documents of any nature required to be signed on behalf of the Partnership shall be signed by any of the General Partners. Without limiting the generality of this authorization, any General Partner shall have full power to execute any document necessary or desirable to effect the purposes of the Partnership as set forth in Paragraph 3, to execute deeds, mortgages, notes and leases, and to sell all or any part of the Partnership property. Any General Partner is hereby authorized and directed to execute any and all documents necessary or desirable to complete the transaction between the Partnership and RIHMFC, as set forth in Paragraph 7.1 hereof, including mortgages on any real property owned by the Partnership, a Regulatory Agreement, a Construction-Loan Agreement and any and all other documents in connection therewith deemed necessary or desirable in the sole opinion of such General Partner to complete the transaction contemplated above.

9. Accounting, Distribution and Allocation:

9.1 The income, profits and other distributions of the Partnership shall be received by the Partners in accordance with their percentage interests as set forth in Paragraph 5 hereof.

9.2 For accounting and Federal and State income tax purposes, all income, deductions, credits, gains and losses of the Partnership shall be allocated to the Partners in accordance with their percentage interests as set forth in Paragraph 5 hereof.

10. Return of Contributions: The contribution of the Limited Partners shall be returned upon the dissolution of the Partnership or when capital contributions are no longer deemed by the General Partners to be required for the conduct of the business of the Partnership.

11. Assignability of Limited Partnership Interest: The interest of any Limited Partner shall not be assignable except with the consent of the General Partners.

12. Admission of Additional Limited Partners: The General Partners shall have the right to admit additional Limited Partners.

13. Withdrawal of General Partner; New General Partners: Any General Partner shall not have the right to withdraw voluntarily from the Partnership or sell, assign, or encumber his Partnership interest without the prior consent of the Limited Partner.

14. Dissolution or Bankruptcy of General Partner: In the event of the death, resignation, dissolution (voluntary or involuntary), bankruptcy or legal incapacity of one General Partner, if there be more than one, the remaining General Partner shall elect to continue the business, and if there be none, the business of the Partnership shall be

continued by such person(s) who may be designated as the new General Partner(s) of the reconstituted Partnership by the Limited Partner, and if there be more than one Limited Partner, by the majority of interest of the Limited Partners.

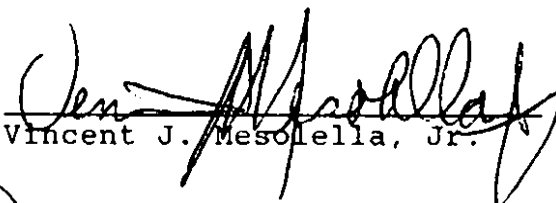
15. Priority of Limited Partners: No Limited Partner shall have the right to priority over the other Limited Partners as to contributions or as to compensation by way of income.

16. Amendment: This Agreement may be modified or amended at any time upon the written consent of the Partners.

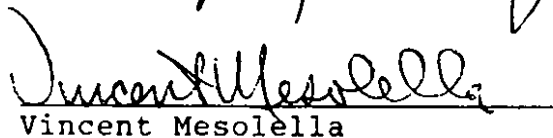
IN TESTIMONY WHEREOF, we have hereunto signed this Agreement and Certificate of Limited Partnership and stated our residences this *11th* day of *July*, 1989.

GENERAL PARTNERS

Residence


Vincent J. Mesolella, Jr.

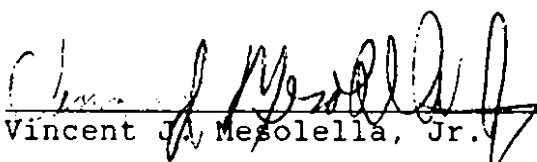
18 Tarklin Avenue
North Providence, RI 02904


Vincent Mesolella

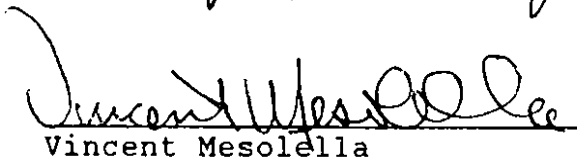
119 Garfield Street
North Providence, RI 02904

LIMITED PARTNERS

Residence


Vincent J. Mesolella, Jr.

18 Tarklin Avenue
North Providence, RI 02904


Vincent Mesolella

119 Garfield Street
North Providence, RI 02904

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In PROVIDENCE, in said County, on the 11th
day of JULY, 1989, before me personally
appeared Vincent Mesolella, known to me and known by me to
be the person executing the foregoing instrument and swore
that the statements contained herein are true to the best
of his knowledge and belief, and acknowledged said
instrument by him executed to be his free act and deed.


NOTARY PUBLIC

My commission expires
June 30, 1991

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In PROVIDENCE, in said County, on the 11th
day of JULY, 1989, before me personally
appeared Vincent J. Mesolella, Jr., known to me and known by
me to be the person executing the foregoing instrument and
swore that the statements contained herein are true to the
best of his knowledge and belief, and acknowledged said
instrument by him executed to be his free act and deed.


NOTARY PUBLIC

My commission expires
June 30, 1991

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