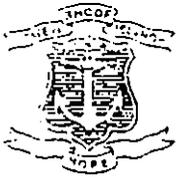


Filing Fee: \$100.00

ID Number: 120567



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1035

LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

(To Be Filed in Duplicate Original)

The undersigned, desiring to form a limited partnership under and by virtue of the powers conferred by Section 7-13-8 of the General Laws, 1956, as amended, do execute the following Certificate of Limited Partnership:

1. The name of the limited partnership shall be:

WOODLAND VIEW ASSOCIATES, L.P.

(The name must contain the words "limited partnership" or the letters and punctuation "L.P.")

LA 120567 OK. [unclear] attached

2. The address of the specified office in this state where the records of the limited partnership shall be kept is:

186 BROAD STREET, PROVIDENCE, RHODE ISLAND 02903

3. The name and address of the specified agent for service of process is Edward L. Maggiacomo, Esq.

(Name of Agent)

Adler Pollock & Sheehan

2300 Bank Boston Plaza,

Providence

RI

02903

(Street Address, not P.O. Box)

(City/Town)

(Zip Code)

4. The name and business address of each general partner is:

General Partner

Business Address

Evergreen Estates Managing Corp 186 Broad Street, Providence, RI 02903

Dorothy L. DelVecchio 186 Broad Street, Providence, RI 02903

Anna Confreda 186 Broad Street, Providence, RI 02903

Assalone Family Trust

John Assalone & Edward Maggiacomo, Trustees 186 Broad Street, Providence, RI 02903

Dyanne E. Crotty Irrevocable Trust

186 Broad Street, Providence, RI 02903

Laurel J. Rocchio, Trustee

5. The mailing-address for the limited partnership is 190 Broad Street

(Street Address)

Providence

Rhode Island

02903

(City/Town)

(State)

(Zip Code)

FILED

SEP 28 2001

By [Signature] 271557

6 Any other matters the partners determine to include herein:

(If additional space is required, please list on separate attachment.)

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

Date: 9/4/01

By May O. Smith President
EJergreen Estates Managing Corp.

DD By Dorothy M. Kuchta

AC By Anna Conrada

DA By Donald Casselun POA for John Casselun

LR By Lucas J. Rocchio

By _____

WOODLAND VIEW ASSOCIATES II, LP
186 BROAD STREET
PROVIDENCE, RI 02903
(401) 331-5454

September 27, 2001

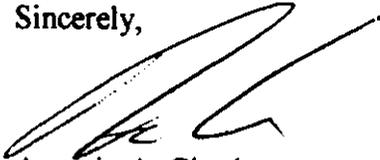
Edward Inman
Secretary of State
Corporations Division
100 North Main Street
Providence, RI 02903-1335

Re: Woodland View Associates

Dear Mr. Inman;

We hereby grant permission to Woodland View Associates the use of the similar name. If you have any questions or concerns, please don't hesitate to contact me.

Sincerely,



Antonio A. Giordano
Managing General Partner

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

SUBSCRIBED AND SWORN TO before me by Antonio A. Giordano on September 27, 2001.


Notary Public
My Commission expires: 08/05/05

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(0)

WOODLAND VIEW ASSOCIATES, L.P.
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

This Agreement and Certificate, is made as of the 4th day of September, 2001, by and between Evergreen Estates Managing Corporation, a Rhode Island Corporation; The Assalone Family Trust, John Assalone, Trustee; Anna Confreda; Dorothy DelVecchio; and the Dyanne E. Crotty Irrevocable Trust, Laurel J. Rocchio, trustee; with an office at 186 Broad Street, Providence, Rhode Island 02903, as General Partners.

WITNESSETH THAT:

1. **Formation.** The parties hereto have established a limited partnership known as Woodland View Associates, LP pursuant to the provisions of 7-13 of the General Laws of Rhode Island (the "Act").
2. **Name and Office.** The business of the partnership shall be conducted under the name Woodland View Associates, LP (the "Partnership"). The principal office of the Partnership required by the Act shall be 190 Broad Street, Providence, Rhode Island 02903, but the Managing General Partner may at any time change the location of such principal office within the State of Rhode Island by giving due notice of such change to the office of the Secretary of State of Rhode Island. The agent for service of process at that office shall be Mary D. Gentili.
3. The names and addresses of all members of the Partnership, are as respectively designated.

<u>Managing General Partner</u>	<u>Residence</u>
Evergreen Estates Managing Corp.	190 Broad Street Providence, RI 02903
Assalone Family Trust John Assalone and Edward Maggiacomo, Trustees	190 Broad Street Providence, RI 02903
The Dyanne E. Crotty Irrevocable Trust Laurel J. Rocchio, Trustee	24 Ledge Road East Greenwich, RI 02818
Anna Confreda	108 Woodcove Drive Coventry, RI 02816
Dorothy DelVecchio	302 Potter Road North Kingstown, RI 02852

4. The mailing address of the Partnership is 190 Broad Street, Providence, Rhode Island 02903.

[Faint handwritten notes and signatures]

5. Term. The Partnership shall commence on the date of the filing for record of the Certificate of Limited Partnership in the office of the Secretary of State of the State of Rhode Island, and shall continue until December 31, 2050.
6. Purpose. The purpose of the Partnership is to acquire certain real property located at Woodland Manor II, Coventry, Rhode Island ("Project") and to refurbish, rehabilitate, repair, improve, maintain, operate, lease, dispose of and otherwise deal with the same; to finance the purchase and rehabilitation of the Project, to otherwise deal with the same as owner thereof and to acquire real and personal property to the extent necessary and appropriate to carry out the foregoing purposes, and to operate the project as deemed desirable by the Partnership.
7. Authorized Acts. In furtherance of its purposes, but subject to all other provisions of this Agreement, the Managing General Partner is authorized to:
 - 7.1 Purchase a certain parcel of real estate with improvements located at Nooseneck Hill Road, Coventry, RI.
 - 7.2 Acquire by purchase, lease or otherwise any real or personal property (including complete residential structures) which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;
 - 7.3 Construct, renovate, refurbish, relocate, rehabilitate, operate, maintain, finance, improve and 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.
 - 7.4 Borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Partnership and to apply for and fulfill the terms of mortgage insurance from the U. S. Department of Housing and Urban Development (HUD) and enter into agreements with HUD governing the operation and maintenance of the Project;
 - 7.5 Prepay in whole or in part, refinance, recast, increase, modify or extend any mortgage affecting the Project, provided HUD delivers written approval;
 - 7.6 Enter into, perform and carry out contracts of any kind in connection with, or incident to the accomplishment of the purposes of the Partnership, specifically including, but not limited to, the execution and delivery of applications for licenses, certificates of need or any other article or document required by the Mortgage Note, Mortgage Deed, Housing Assistance Payment Contract and all other agreements, certificates, instruments or documents required in connection with the purchase, maintenance and operation of the Project or otherwise as required by HUD in connection with the Project;
 - 7.7 Execute leases of some or all of the apartments and facilities of the Project to a public housing authority and/or to a non-profit corporation, cooperative or other non-profit entity;

10. 11. 19. 01. 12. 2005

DAVID L. BROWN
03/11/2005

- 7.8 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.
- 7.9 Approval for Authorized Acts. All actions taken that are within the purposes of the Partnership shall be approved in writing by the General Partners, and all documents and/or agreements in furtherance thereof shall be executed by the Managing General Partner (Evergreen Estates Managing Corp.) on behalf of the Partnership. The Managing General Partner is empowered to do all of the above actions and, in addition, is authorized, empowered and directed to execute any and all documents necessary or desirable to complete the transaction between the Partnership and HUD.
- 7.10 Enter into and execute any and all documents to effect the Sale of the Property.
- 7.11 Enter into and execute any and all documents necessary to effect the sale of the limited interest as it relates to effectuating the receipt of Low Income Tax Credit.

8. Capital Contributions of the Limited and General Partners.

- (a) The Capital contributions of the Limited and General Partners to the Partnership capital and their respective participation in the Partnership profits and losses are as follows:

Partner's Name	Contribution	Limited Partner	Managing General Partner	Total
Evergreen Estates Managing Corp	\$51.02	50.51%	.5102%	51.02%
Partner's Name	Contribution	Limited Partner	General Partner	Total
The Assalone Family Trust	\$14.29	14.15%	.1429%	14.29%
Dyanne E. Crotty Irrevocable Trust	\$18.36	18.17%	.1836%	18.35%
Anna Confreda	\$14.29	14.15%	.1429%	14.29%
Dorothy DelVecchio	\$ 2.04	2.02%	.0204%	2.04%
Total	\$100.00	99.00%	1.00%	100%

- (b) The Partners agree that they may contribute such additional capital as may be required to accomplish the purposes of the Partnership in such amounts and on such terms as all the Partners may agree upon.
- (c) The Partners shall have the right to admit any number of new partners provided that all Partners agree to remain in compliance with HUD regulations.

9. Income, Losses and Cash Proceeds. The net income of the Partnership and any net losses shall be borne by each of the partners in the respective proportions set forth in Section 8(a) hereof. The term "net income" and "net Losses" as used herein shall mean the income and losses of the Partnership from the operation and management of the Partnership's property after all operation expenses incurred in connection with the Partnership business and all interest on all Partnership mortgages and other indebtedness have been paid or provided for, and after making an allowance for amortization or depreciation of the cost of any property of the Partnership.
10. Distribution of Available Net Income/Distribution of Other Income. As used in this Agreement, the term "available net income" for any year shall mean the excess, if any, if (a) net income of the Partnership for such year (adjusted to eliminate deductions of depreciation and other non-cash items), over (b), all amounts paid or accrued in such year on account of the principal on mortgages and other indebtedness and expenses of the Partnership. The available net income of the Partnership for each fiscal year shall be distributed to the partners within a reasonable time after the end of such year; provided, however, that the amount of the available net income of the Partnership which may be so distributed for any fiscal year shall not exceed the maximum amount allowed by the mortgagee or other lender and/or HUD; the right to such distribution shall be cumulative.
11. Losses of Limited Partners. Notwithstanding anything to the contrary herein, contained, the liability of the General Partners for payment of any losses of the Partnership shall in no event exceed his, her or its contribution to the capital of the Partnership. For purposes of Partnership accounting, however, all Partnership losses shall be charged against the capital accounts of the General Partners in the ratios set forth in paragraph 8(a), and shall a negative balance appear in the capital account of a Partner, such negative balance shall be offset by any future net income of the Partnership allocable to said Partner.
12. Advances
- 12.1 If any Partner shall advance any moneys to the Partnership in excess of his, her or its agreed capital contribution to the Partnership expressly provided for herein, the amount of any such advance shall not be an increase of its capital contribution or entitle it to any increase in its share

of the distribution of the Partnership, nor subject to any greater portion of any losses which it may sustain; but the amount of any such advances shall be a debt due from the Partnership to such partner under the terms of Section 12.2 hereof.

- 12.2 The General Partner may loan to the Partnership, from time to time, such amounts as may be required for the purpose of accomplishing the purposes of the Partnership in such amounts and on such terms as agreed to by all the Partners. All such loans made by the General Partner pursuant to the provisions of this Section shall be repaid to the General Partner, with interest, before any distribution pursuant to the terms of any other provision of this Agreement; the interest rate shall be the Fleet National Bank so-called "prime rate" as the same is adjusted from time to time, provided, however, that no payment due hereunder shall be made without the prior approval of HUD.

13. Books and Records; Method of Accounting and Tax Elections.

- 13.1 At all times during the continuance of the Partnership, the General Partner shall keep or cause to be kept full and true books of account, in which shall be entered fully and accurately each transaction of the Partnership.
- 13.2 All of said books of account shall at all times be maintained at the principal office of the Partnership or at any other location agreed to by the General Partner and shall be open to the inspection and examination of the partners or their representatives during reasonable business hours. Such books shall be kept on the basis of annual accounting period beginning on January 1 of each year on the accrual basis.
- 13.3 Annual statements showing the Partnership profits and losses for the fiscal year and indicating the share of profit or loss of each partner for income tax purposes shall be prepared by the accountant of the Partnership and distributed within a reasonable time after the close of each fiscal year.
- 13.4 The Managing General Partner shall have the authority to change the Partnership's methods of accounting and/or tax elections.

14. Bank Accounts. All funds of the Partnership are to be deposited in the Partnership name in such bank account or accounts as shall be designated by the Managing General Partner. Withdrawals from any such bank account or accounts shall be made only in the regular course of the Partnership business and shall be made upon such signature or signatures as the Managing General Partner may designate.

15. Management and Powers. The management and control of the Partnership business shall be exercised, and all decisions to be made by the Partnership shall in all cases be made as set forth in Section 7.9 of this Agreement. The Limited Partners may not exercise any voice or control in the management of the Partnership business or bind the Partnership in any way whatsoever except as is allowed by the Act.

15. Management and Powers. The management and control of the Partnership business shall be exercised, and all decisions to be made by the Partnership shall in all cases be made as set forth in Section 7.9 of this Agreement. The Limited Partners may not exercise any voice or control in the management of the Partnership business or bind the Partnership in any way whatsoever except as is allowed by the Act.
16. Rights and Duties of Partners.
- 16.1 The General Partner shall devote to the Partnership such of his, her or its time and render such services as may be required for the efficient conduct of the business of the Partnership.
- 16.2 It is expressly understood that the General Partners may engage in any other business or investment, including the ownership of, or investment in, real estate and the operation and management of real estate, and neither the Partnership nor any of the partners hereof shall have any rights in and to said businesses or investments, or the income or profits derived therefrom.
- 16.3 The Managing General Partner may employ, on behalf of the Partnership, such persons, firms or corporations as he, in his sole judgment, shall deem advisable in the operation and management of the business of the Partnership, including the operation and management of the business of the Partnership, including without limitation, such managing agents, accountants, attorneys, engineers, appraisers, and experts, on such terms and for such compensation as the Managing General Partner in his discretion shall determine. The fact that the Managing General Partner is employed by the Partnership or directly or indirectly interested in or connected with any person, firm or corporation employed by the Partnership to render or perform a service or from which or to whom the Partnership may buy, sell or lease merchandise or services or other property, including real property, shall not prohibit the Managing General Partner from employing such person, firm or corporation or from dealing with him or it, and neither the Partnership nor the partners thereof shall have any rights in or to any income or profits derived therefrom.
- 16.4 The Managing General Partner shall not be liable, responsible or accountable in damages or otherwise to any of the partners for any acts performed by him within the scope of the authority conferred on the Managing General Partner by this Agreement or for his failure or refusal to perform any acts except those expressly required by the terms of this Agreement.
- 16.5 Except as otherwise expressly provided in this Agreement, no partner shall have the right to demand the return of his, her or its contribution to the

capital of the Partnership or any part thereof, until the Partnership has been dissolved and terminated, and no partner shall have the right to demand anything other than cash in return for his, her or its contribution. Each partner expressly waives the right (if any) to bring an action in any court for partition of any real property owned by the Partnership.

17. HUD Restriction on Authority.

17.1 The Partners shall be bound by the terms of any HUD regulations including, but not limited to, the terms of any Regulatory Agreement, Mortgage Note, Mortgage Deed, and any other agreement, instruments or documents of the Partnership.

18. Dissolution of the Sole General Partner.

18.1 In the event of the death, dissolution or bankruptcy of a General Partner, as a result of which there is no remaining General Partner, the business of the Partnership shall be dissolved unless it shall be continued by a substitute General Partner selected by the remaining Limited Partners to replace the General Partner. In the event that the substitute General Partner is not obtained, the Partnership shall be dissolved on the 90th day after the occurrence of such event of death, dissolution or bankruptcy.

18.2 If the business of the Partnership shall be continued after the death, dissolution or bankruptcy of a General Partner, the status of the interest of the General Partner shall be changed to that of a Limited Partner, subject to all of the terms and conditions of this Agreement, provided that the liability of such General Partner for liabilities incurred subsequent to said change of status shall be limited to an amount equal to the share of such partner in the total net assets of the Partnership at the date that the interest of such partner became a limited partnership interest hereunder. Said Partner's percentage interest may be reduced if a new general partner must be admitted.

19. Transferability of General and Limited Partnership Interest.

19.1 No General Partner shall retire or withdraw from the Partnership or transfer, sell, alienate, assign, encumber or otherwise dispose of all or any part of its interest in the Partnership, whether voluntary, involuntary or by operation of law, or at judicial sale or otherwise, or admit an additional or successor General Partner without first obtaining the written consent of a majority of the Limited Partners. The Limited Partners may sell or assign their limited partnership interests or portions thereof only as permitted by this Section 19.

19.2 The Limited Partners shall not have the right to substitute an assignee or transferee as a Limited Partner in its place. The General Partner shall, however, have the right to permit such assignee or transferee to become a

Substitute Limited Partner in compliance with HUD rules and regulations. Any such approved assignee or transferee shall, as a condition of becoming a substitute Limited Partner, agree to be bound by the provisions of this Agreement, and shall also agree to accept such other terms and conditions as the General Partner in its sole discretion may require. Each Substitute Limited Partner shall execute instruments as shall be required by the General Partner to signify its agreement to be bound by all provisions of this Agreement as last amended; provided, however, nothing herein contained shall prevent the Limited Partner from assigning, transferring or bequeathing his interest as a Limited Partner to a member of his immediate family who is not a minor nor legally incompetent.

19.3 The Managing General Partner is hereby individually constituted the attorney-in-fact of the Limited Partners to execute, acknowledge and deliver such instruments as may be necessary or appropriate to carry out the provisions of this Section 19, including amendments to the Limited Partnership Certificate required by the Act, business certificates and the like.

19.4 An assignee of the interest of a Limited Partner who does not become a Substitute Limited Partner as provided aforesaid, and who desires to make a further assignment of its interest shall be subject to all the provisions of this Section 19 to the same extent and in the same manner as a Limited Partner desiring to make an assignment of his interest.

20. Termination of Partnership. The Partnership shall terminate at the expiration of the term hereof, as set forth in Section 18 hereof, upon the sale of the whole of the real estate owned by the Partnership, or after maturity or payoff of the Mortgage Note with the approval of the Managing General Partners, or if, prior to maturity or payoff of the Mortgage Note, with the approval of the Managing General Partner and HUD.

21. Gain, Loss and Distribution on Dissolution. Upon any dissolution or termination of the Partnership:

The General Partner shall prepare or cause to be prepared a statement setting forth the assets and liabilities of the Partnership as of the date of dissolution, and such statement shall be furnished to all the partners. The assets of the Partnership shall be liquidated as promptly as possible, but in an orderly and businesslike manner so as not to involve undue loss.

21.1 For Tax purposes, any gain realized, or loss incurred, by the Partnership upon the sale of its assets, shall be credited or charged to the Partners (Limited and General), without priority, in the respective proportions set forth in Section 8 hereof.

the Managing General Partner, be necessary or advisable to carry out the intents and purposes of this Agreement under the provisions hereof.

23. Notices. Unless otherwise specified in this Agreement, all notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be given by mailing the same by certified first-class mail, postage prepaid, to the partners at the addresses herein set forth and to the Partnership at its principal office. Notices given in compliance with the provisions of this Section 21 shall be deemed given when placed in the mails.
24. Applicable Law. This Agreement is made in the State of Rhode Island pursuant tot he provisions of the laws of such State affecting partnerships, and shall be construed accordingly.
25. Captions. All section titles or captions contained in this Agreement and the table of contents, if any, are for convenience only and shall not be deemed a part of this Agreement.
26. Variations in Pronouns; Singular or Plural. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity or entities may require. The singular shall include the plural where the context requires.
27. Terms. The term "person" shall include individuals, firms, corporations, trustees, fiduciaries and all other entities.
28. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns and shall inure to the benefit of the parties hereof, and except as otherwise provided herein, their respective heirs, executors, administrators, successors and assigns.
29. Amendments. This First Amendment and Restatement to the Limited Partnership Agreement and Certificate may be amended at any time in accordance with the provisions hereof.
30. Miscellaneous Provisions. In the event of any conflict between the terms of this Limited Partnership Agreement and any requirements of HUD, the HUD requirements shall take precedence.

28. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns and shall inure to the benefit of the parties hereof, and except as otherwise provided herein, their respective heirs, executors, administrators, successors and assigns.
29. Amendments. This First Amendment and Restatement to the Limited Partnership Agreement and Certificate may be amended at any time in accordance with the provisions hereof.
30. Miscellaneous Provisions. In the event of any conflict between the terms of this Limited Partnership Agreement and any requirements of HUD, the HUD requirements shall take precedence.

IN TESTIMONY WHEREOF, we have hereunto set our hands and stated our residences this 4th day of September 2001.

Witness:	<u>MANAGING GENERAL PARTNER</u>	<u>RESIDENCE</u>
<u>Custine Bove</u>	<u>Mary D. Gentili</u> Evergreen Estates Managing Corp. Mary D. Gentili, President	190 Broad Street Providence, RI 02903
<u>Custine Bove</u>	<u>GENERAL PARTNER</u> <u>Donald Assalone</u> ^{POA for} Assalone Family Trust Donald Assalone, POA	190 Broad Street Providence, RI 02903
<u>Custine Bove</u>	<u>Laurel J. Rocchio</u> Dyanne E. Crotty Irrevocable Trust, Laurel J. Rocchio, Trustee	24 Ledge Road E. Greenwich, RI 02818
<u>Custine Bove</u>	<u>Anna Confreda</u> Anna Confreda	108 Woodcove Drive Coventry, RI 02816
<u>Custine Bove</u>	<u>Dorothy DeVecchio</u> Dorothy DeVecchio	302 Potter Road N. Kingstown, RI 02852

SEP 14 2001 03:35

RECEIVED
NOTARY PUBLIC
STATE OF RHODE ISLAND