

SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT

AND CERTIFICATE OF LIMITED PARTNERSHIP

OF

LONSDALE HOUSING ASSOCIATES

49581

STATE OF RHODE ISLAND)
) SS.
COUNTY OF PROVIDENCE)

We, the undersigned, having previously filed an Amended and Restated Agreement and Certificate of Limited Partnership ("Agreement and Certificate") dated as of December 27, 1983, as required under the laws of the State of Rhode Island with the Rhode Island Secretary of State on December 31, 1983, under the name Lonsdale Housing Associates, and having previously filed a First Amendment to said Agreement and Certificate dated December 27, 1983, and filed with the Secretary of State on January 17, 1984, hereby further amend said Amended and Restated Agreement and Certificate as follows:

1. The status of Sugarberry Apartments Corporation is hereby changed from special limited partner to a general partner, and any and all references in the Agreement and Certificate to "Special Limited Partner" are hereby changed to read "Administrative General Partner."

2. The following shall be added as Section 5.5 of the Agreement and Certificate:

"5.5 The Administrative General Partner.

5.5.1 In addition to those rights and powers specifically granted to the Administrative General Partner pursuant to the terms of this Agreement, the Operating General Partner shall, on a regular basis, consult with and seek the advise of the Administrative General Partner with respect to all matters relating to the Partnership, the Project and the Property, including, but not limited to, those matters referred to in Section 5.2.1 hereof.

5.5.2 The Administrative General Partner shall be entitled to indemnity from the Partnership for acts performed by it within the scope of the authority conferred upon it by this Agreement, except for acts of negligence, willful or wanton misconduct, or misrepresentation, provided that any indemnity under this Section shall be paid out of and to the extent of Partnership assets only. Further, the Administrative General Partner shall not be liable, responsible or accountable in damages or otherwise to the Partnership for any act performed by the Administrative General Partner within the scope of the authority conferred upon it by this Agreement, except for acts of negligence, willful or wanton misconduct or misrepresentation.

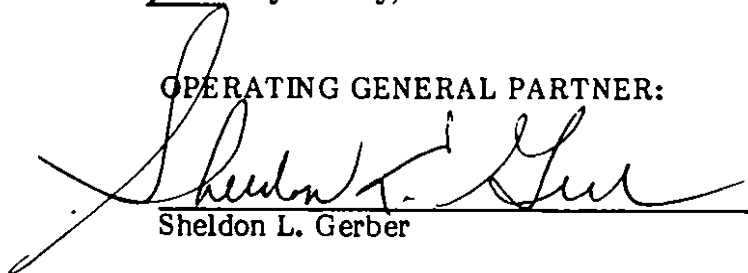
5.5.3 Upon the resignation of the Operating General Partner pursuant to Section 8.3 hereof or upon the occurrence to the Operating General Partner of any of the events described in Section 10.10 hereof, the Administrative General Partner shall succeed to all of the rights, powers, and obligations of the Operating General Partner."

3. Except as amended herein, all other provisions of said Agreement and Certificate, as it may have been previously amended, are correct and continue in full force and effect.

4. This document shall be effective as of the date of its filing with the Secretary of State.

IN WITNESS WHEREOF, this Second Amendment to the Amended and Restated Agreement and Certificate of Limited Partnership has been duly signed and sworn to by the parties hereto this 4th day of May, 1984.

OPERATING GENERAL PARTNER:


Sheldon L. Gerber

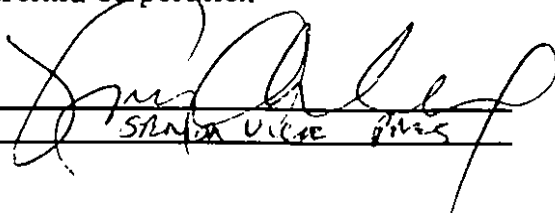
LIMITED PARTNER:

Real Estate Associates III,
a California partnership,
by its corporate partner,
National Partnership Investment Corp.

By 
Leonard A. Crosby III
Its Senior Vice President

ADMINISTRATIVE GENERAL PARTNER:
(formerly Special Limited Partner)

Sugarberry Apartments Corporation,
a California corporation

By 
Its Senior Vice President

STATE OF RHODE ISLAND)
) SS.
COUNTY OF PROVIDENCE)

On May 4, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared Sheldon L. Gerber, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature James A. O'Keefe

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On May 3, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared Leonard A. Crosby III, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Senior Vice President of National Partnership Investments Corp., the corporation that executed the within instrument on behalf of Real Estate Associates III, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature Rosalind Goldstein



STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On May 3, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared Leonard A. Crosby III, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Senior Vice President of Sugarberry Apartments Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

Signature Rosalind Goldstein



