

AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

OF

DBSI/TRI XIX LIMITED PARTNERSHIP

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SECRETARY OF
STATE

STATE OF IDAHO)
) ss.
County of Ada)

We, the undersigned, desiring to completely amend and restate the Certificate of Limited Partnership of DBSI/TRI XIX Limited Partnership No. L01143 filed with the Secretary of State, State of Idaho, October 9, 1986 and the amendment thereto No. L01143a filed February 9, 1987 pursuant to the laws of the State of Idaho hereby sign and swear to the following:

1. The name of the partnership is DBSI/TRI XIX Limited Partnership.
2. The purpose of the Partnership is to acquire, hold, sell, dispose of and otherwise deal with an apartment complex in Des Moines, Washington.
3. The name and address of the registered agent of the partnership is DBSI Housing Inc., 1070 N. Curtis Road, Suite 270, Boise, Idaho 83706.
4. One limited partner is being removed from the limited partnership. The name, place of business and amount of cash contributed which is to be returned to the withdrawing limited partner are as follows: David L. Palfreyman, 1070 N. Curtis Rd., Suite 270, Boise, Idaho 83706, \$100 capital contribution to be returned.
5. The name and place of residence or business of each General and Limited Partner in the Partnership and the amount of cash or agreed value of any other property or services contributed are as follows:

<u>Name</u>	<u>Address</u>	<u>Contribution</u>
DBSI Housing Inc. (General Partner)	1070 N. Curtis Rd. Boise, Idaho 83706	0
Tomlinson Realty Investment II (General Partner)	P.O. Box 108 Boise, Idaho 83701	0

Carl K. Baker (Limited Partner)	10201 Dason Dr. Boise, ID 83704	\$25,000
C. A. Christensen (Limited Partner)	Rt. 1, Box 94 Cornelius, OR 97113	\$50,000
Joseph & Suzanne M. Cirillo (Limited Partner)	1935 S. Springbrook Boise, ID 83706	\$50,000
Wayne L. Coleman (Limited Partner)	5769 Marcliffe Boise, ID 83704	\$22,300
Paul I. Corddry (Limited Partner)	14 Edgewood Road Pittsburgh, PA 15215	\$50,000
Craig S. Darsie (Limited Partner)	1723 Cudd Circle Hudson, WI 54016	\$50,000*
Lloyd L. & Virginia A. DeJong (Limited Partner)	4722 Lighthouse Dr. Racine, WI 53402	\$50,000
William R. Hartmann (Limited Partner)	9902 Glen Lane Union, IL 60180	\$25,000
Richard E. Hitzemann (Limited Partner)	5810 Cambridge La-5 Racine, WI 53406	\$50,000
M. David Hooff (Limited Partner)	690 N.W. Torryview Dr. Portland, OR 97229	\$25,000
Gerald M. & BIRTHELLA Jensen (Limited Partner)	204 Sunburst Way Boise, ID 83709	\$50,000
Frank S. Kauffmann (Limited Partner)	P. O. Box 604 Hillsboro, OR 97123	\$75,000
Donald C. Kieffer (Limited Partner)	Ret. 1, Box 218 Elkhart Lake, WI 53020	\$50,000
Larry H. & Francis C. Kissler (Limited Partner)	6639 Hollilynn Rd. Boise, ID 83709	\$50,000
Arthur W. Kootz (Limited Partner)	2120 University Ave. St. Paul, MN 55104	\$44,600
William K. Mueller (Limited Partner)	2451 Edgehill Road Toledo, OH 43615	\$25,000

Kirk Z. & Gwen L. Nestaval (Limited Partner)	302 Park Ave. Grand Forks, ND 58201	\$50,000
Gerald G. Overly (Limited Partner)	5179 Fifeshire Boise, ID 83704	\$25,000
Dale & Harvey Pulkrabek Partnership (Limited Partner)	Rural Route Angus, MN 56712	\$22,300
Mary T. Quigley (Limited Partner)	1285 Beachwood Place St. Paul, MN 55116	\$44,600
Kent R. Ray (Limited Partner)	8072 S. Vance St. Littleton, CO 80123	\$50,000
Robert L. Ritchhart (Limited Partner)	4344 Onyx Dr. Eagan, MN 55122	\$25,000
Lawrence G. Sarek (Limited Partner)	2195 Bayard Ave. St. Paul, MN 55116	\$50,000
Charles E. Smith (Limited Partner)	151 E. Bannock Boise, ID 83702	\$25,000
James W. Smith (Limited Partner)	1024 Parkhill Dr. Boise, ID 83702	\$22,300
Ogilvie & Taylor Investment Partners - I (Limited Partner)	181 Lytton Ave., Suite 200 Palo Alto, CA 94301	\$44,600
Clyde E. & Ruby L. Wilson (Limited Partner)	Rt. 5, Box 89-A Clinton, TN 37716	\$25,000

The above listed limited partners were admitted to the Partnership on December 31, 1986.

6. The above listed Limited Partners upon entering the partnership paid 39% of the cash to be contributed. The remaining 61% will be paid in cash as follows: 20.4% on August 1, 1987, 20.3% on August 1, 1988, and 20.3% on August 1, 1989.
7. No limited partner may sell, assign, or transfer, in whole or in part, his interest in the Partnership, except as otherwise provided in the Partnership Agreement, without obtaining the consent of the General Partners. Additionally, no consent will be given if such a sale or transfer would cause a termination of

the Partnership for tax purposes or would be in violation of any Federal or state securities laws. As a condition to the admission of a Substituted Limited Partner, the person or entity so to be substituted shall execute and acknowledge such instruments (in form and substance satisfactory to the General Partners) as the General Partners may deem necessary or desirable to effect such substitution, and to confirm that the person or entity to be substituted as such Substituted Limited Partner, is bound by all the covenants, terms and conditions of the Limited Partnership Agreement, as the same may have been further amended. Provided, however, that if a Limited Partner sells or assigns his Interest in the Partnership without the consent of the General Partners the assignee of said Interest shall not be entitled to exercise any rights as a Limited Partner but shall be entitled to share in the profits and losses and distributions to which the Limited Partner would have been entitled had the assignment not been made.

There are no other times or events upon which an individual Limited Partner may withdraw from or terminate his membership in the Limited Partnership.

8. The rights of Partners to receive distributions from the Partnership are as follows:
 - a. Distributions of Cash Flow (as defined in Article IV of the Partnership agreement) shall be made 99% to the Limited Partners, and 1% to the General Partners.
 - b. Distributions of Sale or Refinancing Proceeds shall be in the following order of priority:
 - (1) to the payment of liability of the Partnership then due and owing to persons other than the Partners;
 - (2) to establish such reserves as the General Partners in their sole discretion determine to be reasonably necessary for any contingent or foreseeable liability or obligation of the Partnership; provided, however, that the balance of any such reserve remaining at such time as the General Partners shall reasonably determine shall be distributed in accordance with subparagraphs (3) through (7) below;

- (3) to the payment to the General Partners of an amount equal to the unpaid balance, including accrued interest, of any Project Notes;
 - (4) to the Limited Partners, an amount equal to their Capital Contributions, reduced (but not below zero) by the amount of all prior distributions to them under this subparagraph (4);
 - (5) to the General Partners, an amount equal to their Capital Contributions, if any, reduced (but not below zero) by the amount of all prior distributions to them under this subparagraph;
 - (6) to the General Partners or their Affiliates, any accrued and unpaid fees payable pursuant to the terms of the Partnership agreement; and
 - (7) the balance, if any, 70% to the Limited Partners and 30% to the General Partners; provided, however, in the case of sale, if it is not possible to make distributions pursuant to this subsection (7) so that the aggregate distributions to the Limited Partners and the General Partners exactly equal their respective Capital Account balances, then they will receive such distributions in proportion to their Capital Account balances.
9. The term of the Partnership is from March 4, 1986 to continue until December 31, 2036 unless sooner dissolved and affairs wound up earlier by:
- a. Bankruptcy, dissolution, removal or withdrawal of the last remaining General Partner unless the Limited Partners elect to continue the business of the Partnership and elect a new General Partner;
 - b. The sale of all or substantially all of the assets of the Partnership or;
 - c. Vote of Limited Partners holding a majority of the then outstanding interests to dissolve the Partnership.

The withdrawal of any one of the General Partners shall not cause dissolution of the Partnership if within sixty (60) days of such withdrawal the remaining

General Partner(s) elects to continue the business of the Partnership. The Partnership, however, shall cease existence with the cessation of the existence or withdrawal of the last General Partner.

10. The provisions herein may, in some cases, be summarized and reference is hereby made to the items of the Partnership Agreement and amendments thereto, which shall control the rights, obligations and duties of the Partners.

Dated, executed and sworn to this 10th day of February, 1987, Boise, Idaho.

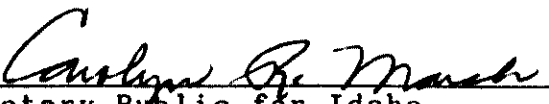
DBSI Housing Inc.
(General Partner)


By: Douglas L. Swenson
President

STATE OF IDAHO)
) ss
County of Ada)

On this 10th day of February, 1987, before me, the undersigned, a Notary Public in and for said State, personally and individually appeared Douglas L. Swenson known to me to be the President of the above named corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument as a General Partner of DBSI/TRI XIX Limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.


Notary Public for Idaho
Residence: Boise
My Commission Expires: Feb. 1, 1988

Pursuant to the special power of attorney granted to the General Partners in Article XI of the Articles of Limited Partnership of DBSI/TRI XIX Limited Partnership, the General Partner DBSI Housing Inc., hereby executes this Certificate for and in behalf of the Withdrawing Initial Limited Partner, David L. Palfreyman.


DBSI Housing Inc.
(General Partner)


By: Douglas L. Swenson
President

STATE OF IDAHO)
) ss
County of Ada)

On this 10th day of February, 1987, before me, the undersigned, a Notary Public in and for said State, personally and individually appeared DOUGLAS L. SWENSON, known to me to be the President of the above named corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument as a General Partner of DBSI/TRI XIX Limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.


Notary Public for Idaho
Residence Boise
My commission expires Feb. 1, 1988

Pursuant to the special power of attorney granted to the General Partner in Article XI of the Articles of Limited Partnership of DBSI/TRI XIX Limited Partnership, the General Partner DBSI Housing Inc., hereby executes this Certificate for and in behalf of the following Limited Partners: Carl K. Baker, C. A. Christensen, Joseph & Suzanne M. Cirillo, Wayne L. Coleman, Paul I. Corddry, Craig S. Darsie, Lloyd L. & Virginia A. DeJong, William R. Hartmann, Richard E. Hitzemann, M. David Hooff, Gerald M. & BIRTHELLA JENSEN, Frank S. Kauffmann, Donald C. Kieffer, Larry H. & Francis C. Kissler, Arthur W. Kootz, William K. Mueller, Kirk Z. & Gwen L. Nestaval, Gerald G. Overly, Dale & Harvey Pulkrabek Partnership, Mary T. Quigley, Kent R. Ray, Robert L. Ritchhart, Lawrence G. Sarek, Charles E. Smith, James W. Smith, Ogilvie & Taylor Investment Partners - I and Clyde E. & Ruby L. Wilson.


DBSI Housing Inc.
(General Partner)

By: 
Douglas L. Swenson
President

STATE OF IDAHO)
) ss.
County of Ada)

On this 18th day of February, 1987, before me, a Notary public in and for said State, personally appeared DOUGLAS L. SWENSON, known to me to be the President of the above named corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument as a General Partner of DBSI/TRI XIX Limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for Idaho
Residence: Boise, Idaho
My commission expires Feb. 1, 1988