

AMENDED AND RESTATED
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP
OF
RANCHO VISTA ASSOCIATES
A LIMITED PARTNERSHIP

Nov 13 9 54 AM '85
SECRETARY OF STATE

The Amended and Restated Certificate of Limited Partnership of Rancho Vista Associates ("Certificate"), dated the 30th day of March, 1984, amending and restating the Certificate of Limited Partnership dated December 30, 1983, and the Amended and Restated Agreement of Limited Partnership of Rancho Vista Associates ("Agreement"), dated on or about the 30th day of March, 1984, amending and restating the Agreement of Limited Partnership dated on or about December 30, 1983, are hereby amended as follows:

W I T N E S S E T H :

WHEREAS, construction of the 28-unit FmHA § 515 project in Wickenburg, Arizona was not begun on or before August 1, 1984; and

WHEREAS, Section 3.5 of the Agreement provides that if construction is not commenced by August 1, 1984, the General Partners shall return to MW/RA Associates Limited Partnership ("MW/RA"), an Oregon limited partnership, any cash actually paid to Rancho Vista Associates (the "Partnership") as a Capital Contribution and any promissory note constituting the balance of MW/RA's Capital Contribution and shall amend the Certificate and the Agreement to reflect the withdrawal of MW/RA and the return of its Capital Contribution and that MW/RA shall thereafter have no further liability to the Partnership; and

WHEREAS, MW/RA desires to withdraw pursuant to Section 3.5 of the Agreement, effective March 30, 1984; and

WHEREAS, the parties wish to adjust their respective rights and interests in the Partnership in the manner set forth herein.

NOW, THEREFORE, in consideration of the premises set forth and for good and valuable consideration, the parties hereby amend the Certificate and the Agreement as follows:

1. Amendments.

(a) Paragraph 5(a) of the Certificate and Paragraph 1.3(a) of the Agreement are hereby deleted to reflect

the withdrawal of Blair Reiley and David Cordes as General Partners and the admission of new General Partners, as set forth below, and the following is hereby substituted in their place:

"The names, residences, and contributions of the General Partners are as follows:

Jerry A. Morris	4973 S. Alondra Las Vegas, NV 89118	\$100
James W. Chase	3495 Victor Ave. Las Vegas, NV 89121	\$100
Baukol Construction, Inc. of Arizona	Suite 2A 1826 West Broadway Mesa, AZ 85202	\$100
Edwin Wayman	1645 Palm Beach Lakes Boulevard West Palm Beach, FL 33401	\$100
Larry Wright	1645 Palm Beach Lakes Boulevard West Palm Beach, FL 33401"	\$100

(b) Paragraph 5(b) of the Certificate and and Paragraph 1.3(b) of the Agreement are hereby deleted to reflect the withdrawal of MW/RA as Limited Partner, and the following is substituted in its place:

"The names, residences, and contributions of the Limited Partners are as follows:

Jerry A. Morris	4973 S. Alondra Las Vegas, NV 89118	\$100
James W. Chase	3495 Victor Ave. Las Vegas, NV 89121	\$100
Baukol Construction, Inc. of Arizona	Suite 2A 1826 West Broadway Mesa, AZ 85202	\$100
Edwin Wayman	1645 Palm Beach Lakes Boulevard West Palm Beach, FL 33401	\$100

Larry Wright 1645 Palm Beach Lakes \$100
 Boulevard
 West Palm Beach, FL 33401"

(c) A new Paragraph 5(c) is added to the Certificate, and a new Paragraph 1.3(c) is added to the Agreement, as follows:

"The names, residences, and contributions of the withdrawing General and Limited Partners are as follows:

Blair Reiley	191 River Street	GP: \$100
	Ketchum, ID 83340	
David Cordes	16421 25th St.	GP: \$100
	Sunset Beach, CA 90742	
MW/RA Associates	18323 S.W. Lothlorien LP: \$166,150	
Limited Partnership	Way	
	Lake Oswego, OR 97034"	

(d) Paragraph 8 of the Certificate and Paragraph 4.6(c) of the Agreement are hereby amended to reflect the following allocations of income, loss, distributions, credits, and deductions among the General Partners as a class and the Limited Partners as a class:

<u>Partner</u>	<u>Limited Partners Allocations</u>	<u>General Partners Allocations</u>
Jerry A. Morris	23.75%	1.25%
James W. Chase	23.75%	1.25%
Baukol Construction, Inc. of Arizona	23.75%	1.25%
Edwin Wayman	11.875%	.625%
Larry Wright	<u>11.875%</u>	<u>.625%</u>
Totals	<u>95%</u>	<u>5%</u>

2. Acknowledgment. The Partnership, the General and Limited Partners set forth in Paragraph 1(a) and (b) above, Blair Reiley and David Cordes, each acknowledge that it and/or they have no claim upon or against MW/RA of any nature. Upon the return of its Promissory Note and repayment of its Capital Contribution, MW/RA

acknowledges that it has no rights or interests in the Partnership.

3. Indemnification. The Partnership, the General and Limited Partners set forth in Paragraph 1(a) and (b) above, Blair Reiley, and David Cordes, jointly and severally, each hereby agrees to indemnify and hold harmless MW/RA with respect to any obligations or liabilities, including but not limited to payment of any Capital Contributions, arising as a result of MW/RA having been designated a Limited Partner in the Certificate and Agreement or signing any agreements relating to or with the Partnership prior to the execution of this Amendment. In addition, and in connection with the withdrawal of Blair Reiley and David Cordes as General and Limited Partners of the Partnership, the parties hereto, excepting MW/RA, hereby release, acquit, and forever discharge the other from any and all actions, claims, demands, suits, liability or damages, of whatever kind or nature, whether known or unknown, now existing or hereafter arising, relating to or in any way connected with Blair Reiley and David Cordes having been General and Limited Partners of the Partnership.

4. Entire Agreement. Except as amended and restated hereby, the Certificate and the Agreement, attached hereto as Exhibits "A" and "B," respectively, and by this reference incorporated herein, represent the entire understanding of the parties hereto and supercede all prior written or oral agreements or understandings.

5. Counterparts. This Amendment may be executed in several counterparts, and so executed shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatories to the original or the same counterpart. Any counterpart of this Amendment which has attached to it separate signature pages, which all together contain the signatures of all General Partners, Limited Partners, and the Withdrawing General and Limited Partners, shall for all purposes be deemed a fully executed instrument.

6. Acknowledgement of Representation. This Amendment has been prepared by Burt & Day, P.C., as attorneys only for Michael J. Welwood and Robert M. Arcand, the General Partners of Harbor Vista Associates Limited Partnership, an Oregon limited partnership. The parties are hereby advised, and by their execution hereof agree, that they have the right to and should have this Amendment reviewed by their independent counsel.

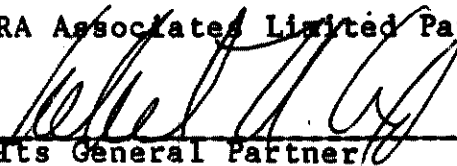
IN WITNESS WHEREOF, each of the parties hereto declares on this 28 day of October, 1985, under penalties of perjury,

that each has examined this Amended and Restated Certificate and Agreement of Limited Partnership, and to the best of his or its knowledge and belief, the same is true, correct, and complete.

WITHDRAWING LIMITED PARTNER:

MW/RA Associates Limited Partnership

By


its General Partner

WITHDRAWING GENERAL AND
LIMITED PARTNERS:

Blair Reiley

David Cordes

GENERAL PARTNERS AND LIMITED PARTNERS:


Jerry Morris

James Chase

Baukol Construction, Inc. of Arizona

Edwin Wayman

Larry Wright

that each has examined this Amended and Restated Certificate and Agreement of Limited Partnership, and to the best of his or its knowledge and belief, the same is true, correct, and complete.

WITHDRAWING LIMITED PARTNER:

MW/RA Associates Limited Partnership

By _____
Its General Partner

WITHDRAWING GENERAL AND
LIMITED PARTNERS:


NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 9, 1998


Blair Reiley

David Cordes

GENERAL PARTNERS AND LIMITED PARTNERS:

Jerry Morris

James Chase

Baukol Construction, Inc. of Arizona

Edwin Wayman

Larry Wright

that each has examined this Amended and Restated Certificate and Agreement of Limited Partnership, and to the best of his or its knowledge and belief, the same is true, correct, and complete.


WITHDRAWING LIMITED PARTNER:

MW/RA Associates Limited Partnership

By _____
Its General Partner

WITHDRAWING GENERAL AND
LIMITED PARTNERS:

Blair Relley



David Cordes

GENERAL PARTNERS AND LIMITED PARTNERS:

Jerry Morris

James Chase

Baukol Construction, Inc. of Arizona

Edwin Wayman

Larry Wright

that each has examined this Amended and Restated Certificate and Agreement of Limited Partnership, and to the best of his or its knowledge and belief, the same is true, correct, and complete.

WITHDRAWING LIMITED PARTNER:

MW/RA Associates Limited Partnership

By


Its General Partner

WITHDRAWING GENERAL AND
LIMITED PARTNERS:

Blair Relley

David Cordes

GENERAL PARTNERS AND LIMITED PARTNERS:

Jerry Morris


James Chase

Baukol Construction, Inc. of Arizona

Edwin Wayman

Larry Wright

that each has examined this Amended and Restated Certificate and Agreement of Limited Partnership, and to the best of his or its knowledge and belief, the same is true, correct, and complete.

WITHDRAWING LIMITED PARTNER:

MW/RA Associates Limited Partnership

By _____
Its General Partner

WITHDRAWING GENERAL AND
LIMITED PARTNERS:

Blair Reiley

David Cordes

GENERAL PARTNERS AND LIMITED PARTNERS:

Jerry Morris

James Chase

Brooks Baukol, PRES
Baukol Construction, Inc. of Arizona

Edwin Wayman

Larry Wright

that each has examined this Amended and Restated Certificate and Agreement of Limited Partnership, and to the best of his or its knowledge and belief, the same is true, correct, and complete.

WITHDRAWING LIMITED PARTNER:

MW/RA Associates Limited Partnership

By _____
Its General Partner

WITHDRAWING GENERAL AND
LIMITED PARTNERS:

Blair Reiley


David Cordes

GENERAL PARTNERS AND LIMITED PARTNERS:

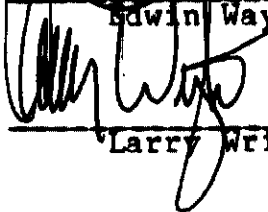
Jerry Morris

James Chase

Baukol Construction, Inc. of Arizona



Edwin Wayman



Larry Wright

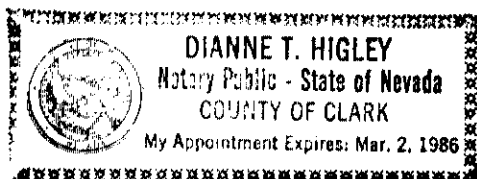
STATE OF Oregon }
County of Clackamas } ss.

28th The foregoing instrument was acknowledged before me this day of August, 1985, by Robert M. Arcand, who executed the foregoing instrument as a General Partner on behalf of MW/RA Associates Limited Partnership, and duly acknowledged to me that he executed the same as its voluntary act and deed.

Edward. Carter - Arcand
Notary Public for Oregon
My commission expires 4/27/88

STATE OF Nevada }
County of Clark } ss.

The foregoing instrument was acknowledged before me this 12 day of August, 1985, by Jerry Morris, individually and as a General Partner and Limited Partner of Rancho Vista Associates.



Dianne T. Higley
Notary Public for Clark County
My commission expires March 2, 1986

STATE OF _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of August, 1985, by James Chase, individually and as a General Partner and Limited Partner of Rancho Vista Associates.

Notary Public for _____
My commission expires _____

STATE OF New Jersey }
County of Union } ss.

13 The foregoing instrument was acknowledged before me this day of August, 1985, by Blair Reiley, individually and as a General Partner and Limited Partner of Rancho Vista Associates.

[Signature]
Notary Public for _____
My commission expires _____
NOTARY PUBLIC STATE OF NEW JERSEY
My Commission Expires Jan. 9, 1987

STATE OF _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this day of August, 1985, by David Cordes, individually and as a General Partner and Limited Partner of Rancho Vista Associates.

Notary Public for _____
My commission expires _____

STATE OF _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this day of August, 1985, by Edwin Wayman, individually and as a General Partner and Limited Partner of Rancho Vista Associates.

Notary Public for _____
My commission expires _____

STATE OF _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this
day of August, 1985, by Blair Reiley, individually and as a
General Partner and Limited Partner of Rancho Vista Associates.

CAT. NO. NN00627
TO 1844 CA (1-83)

TICOR TITLE INSURANCE

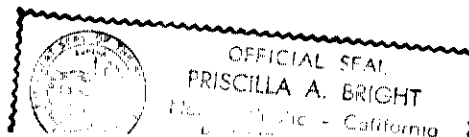
(Individual)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On NOVEMBER 15, 1985 before me, the undersigned, a Notary Public in and for
said State, personally appeared DAVID CORDES

this
is a

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 ex-
cuted the same.



SAFECO
TITLE INSURANCE

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

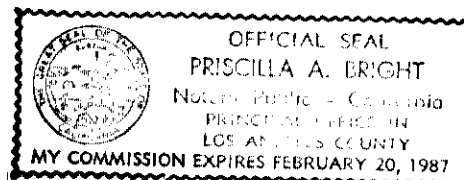
On this the 15TH day of NOVEMBER 1985, before me, the undersigned, a Notary Public in and for
said State, personally appeared DAVID CORDES

personally known to me or proved to
me on the basis of satisfactory evidence to be the person who
executed the within instrument as GENERAL AND LIMITED
partners of the partnership that executed the within instrument, and
acknowledged to me that such partnership executed the same.
WITNESS my hand and official seal.

Signature

Priscilla A. Bright

FOR NOTARY SEAL OR STAMP



STATE OF _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of August, 1985, by Robert M. Arcand, who executed the foregoing instrument as a General Partner on behalf of MW/RA Associates Limited Partnership, and duly acknowledged to me that he executed the same as its voluntary act and deed.

Notary Public for _____
My commission expires _____

STATE OF _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of August, 1985, by Jerry Morris, individually and as a General Partner and Limited Partner of Rancho Vista Associates.

Notary Public for _____
My commission expires _____

STATE OF Nevada }
County of Clark } ss.

The foregoing instrument was acknowledged before me this 31 day of August, 1985, by James Chase, individually and as a General Partner and Limited Partner of Rancho Vista Associates.



Hazel H. Chase

Notary Public for _____
My commission expires _____

STATE OF _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of August, 1985, by Larry Wright, individually and as a General Partner and Limited Partner of Rancho Vista Associates.

Notary Public for _____
My commission expires _____

STATE OF Arizona }
County of Maricopa } ss.

The foregoing instrument was acknowledged before me this 23rd day of August, 1985, by Brooks Baukol, who being duly sworn, did say that he is the President of Baukol Construction, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed as a General Partner and Limited Partner of Rancho Vista Associates.

Alicia D. Smith
Notary Public for Baukol Construction, Inc.
My commission expires Aug. 1, 1987

RGB/MAG/cf
RGB-26/25

File: 5058-001

STATE OF _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of August, 1985, by Blair Reiley, individually and as a General Partner and Limited Partner of Rancho Vista Associates.

Notary Public for _____
My commission expires _____

STATE OF _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of August, 1985, by David Cordes, individually and as a General Partner and Limited Partner of Rancho Vista Associates.

Notary Public for _____
My commission expires _____

~~STATE OF _____ }
County of _____ } ss.~~

~~The foregoing instrument was acknowledged before me this~~
~~13th day of August, 1985, by Edwin Wayman, individually and as a~~
~~General Partner and Limited Partner of Rancho Vista Associates.~~

Melissa T. Jones
Notary Public for _____
My commission expires 1/31/90
Melissa T. Jones, Notary Public
Washington, D. C.

~~STATE OF~~ _____ }
~~County of~~ _____ } ss.

13th The foregoing instrument was acknowledged before me this
day of ~~August~~ Sept, 1985, by Larry Wright, individually and as a
General Partner and Limited Partner of Rancho Vista Associates.

Melissa T. Jones
Notary Public for _____
My commission expires 1-31-90
Melissa T. Jones, Notary Public
Washington, D. C.

STATE OF _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this
_____ day of August, 1985, by _____, who being duly
sworn, did say that he is the _____ of Baukol
Construction, Inc., and that said instrument was signed on behalf
of said corporation by authority of its Board of Directors; and he
acknowledged said instrument to be its voluntary act and deed as a
General Partner and Limited Partner of Rancho Vista Associates.

Notary Public for _____
My commission expires _____

RGB/MAG/cf
RGB-26/25

File: 5058-001