

AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

DBSI GREENWOOD ASSOCIATES

SECRETARY OF
STATE

STATE OF IDAHO)
) ss
County of Ada)

We, the undersigned General Partners for themselves and as attorney-in-fact for the Limited Partner herein described, desiring to completely amend and restate the Certificate of Limited Partnership filed in the Canyon County Recorder's Office May 29, 1980 as Filing No. 893687 and No. 895102 filed June 13, 1980 and the Certificate in the Ada County Recorder's Office June 3, 1980 as Filing No. 8026131, and No. 8027383 filed June 10, 1980, hereby sign and swear to the following:

1. The name of the Partnership shall be DBSI Greenwood Associates.
2. The purpose of the Partnership is to invest as a limited partner in another partnership known as Greenwood Associates which owns a fifteen unit apartment project at 100 Greenhurst Road, Nampa, Idaho.
3. The principal place of business of the Partnership is at 1070 North Curtis Road, Suite 270, Boise, Idaho 83706.
4. DBSI Housing Inc. has been added as a General Partner.
5. All DBSI Inc. Limited Partner interests (which were assigned and transferred to DBSI Housing Inc. as of November 18, 1985) have been converted to General Partner interests, effective December 31, 1986, and the total capital contribution amount for DBSI Housing Inc. as a General Partner, is shown below.
6. The names of each General Partner and Limited Partner in the Partnership and place of residence or business and amount of total capital contributions are as follows:

<u>Name</u>	<u>Place of Residence or Business</u>	<u>Contribution</u>
DBSI Inc. (General Partner)	1070 N. Curtis Rd., Suite 270 Boise, Idaho 83706	0
DBSI Housing Inc. (General Partner)	1070 N. Curtis Rd., Suite 270 Boise, Idaho 83706	\$8,000.00

Reed N. Dame (Limited Partner)	1412 Sunset Drive Ontario, OR 97914	\$16,000.00
Dean H. Davis (Limited Partner)	9076 Maple Hill Drive Boise, ID 83709	\$16,000.00
Eugene C. Dorsey (Limited Partner)	21 Great Oak Lane Pittsford, NY 14534	\$16,000.00
Roy C. Gerhard (Limited Partner)	6125 Winstead Place Boise, ID 83704	\$16,000.00
Robert K. Pedersen (Limited Partner)	139 East Braemere Rd. Boise, ID 83702	\$16,000.00
Judith A. Ravlin (Limited Partner)	3322 Crane Creek Rd. Boise, ID 83702	\$ 8,000.00
James T. Scanlan (Limited Partner)	6102 Winstead Place Boise, ID 83704	\$ 8,000.00
Martin M. Sielaff (Limited Partner)	2128 Vista Avenue Boise, ID 83705	\$ 8,000.00

7. Limited Partners shall have no liability to creditors of the Partnership beyond their cash contributions as listed above.
8. There is no agreed upon time by which the contributions of each Limited Partner are to be returned other than that of the Initial Limited Partner which has been returned.
9. Each Limited Partner shall receive by reason of his cash contributions to the Partnership a share of the annual profits and losses equal to the percentage which his contribution bears to the total contributions by all Limited Partners times 99 percent (the share of Partnership profits and losses of all Limited Partners).

Each Limited Partner shall receive his proportionate share of cash distributions from the annual Net Cash Receipts. The Limited Partners as a group shall receive 100% of Net Cash Receipts until they have received 8% of Outstanding Capital Contributions and then any remaining Net Cash Receipts are split 88% to the Limited Partners and 12% to the General Partners.

Any profits from the sale or refinancing of the partnership property shall be allocated 88% to the Limited Partners and 12% to the General Partner, except that the Limited Partners shall receive all such distributions until they have received in annual cash distributions or distributions from sale or refinancing the amount of their capital contribution.

10. The above limited partners were admitted to partnership the 7th day of July, 1981.
11. As a condition to the admission of any additional or Substituted Limited Partner, the person or entity so to be admitted shall execute and acknowledge such instruments (in form and substance satisfactory to the General Partner) as the General Partner may deem necessary or desirable to effect such admission, and to confirm that the person or entity to be admitted as such Additional or 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.

Generally, no Limited Partner may sell, assign, or transfer, in whole or in part, his Interest in the Partnership without offering said Interest first to the other Limited Partners and if they do not desire to purchase the Interest, to the General Partner. However, a sale, assignment, or transfer may be made to another Limited Partner, certain blood relatives or trusts for their benefit or certain charitable organizations without offer to the other Limited or General Partner.

12. There is absolutely no right of one or more of the Limited Partners to a priority over other Limited Partners, as to contributions or as to compensation by way of income or losses.
13. The withdrawal of the General Partner shall not cause dissolution of the Partnership if within sixty (60) days of such withdrawal the Limited Partner(s) elect to continue the business of the Partnership and elect a new General Partner. The Partnership, however, shall cease existence with the cessation of the existence or withdrawal of the last General Partner unless the Limited Partners act within 60 days in accordance with the preceding sentence.
14. The Limited Partners of the Partnership are entitled to receive only cash distributions from the Partnership.

Dated this 51 day of December, 1986, Boise, Idaho.

DBSI Inc.
(General Partner)

Mark A. Ellison
Mark A. Ellison
Secretary-Treasurer

DBSI Housing Inc.
(General Partner)

Mark A. Ellison
Secretary-Treasurer

STATE OF IDAHO)
) ss
County of Ada)

On this 31st day of December, 1986, before me, the undersigned, a Notary Public in and for said State, personally and individually appeared MARK A. ELLISON, known to me to be the SECRETARY-TREASURER of DBSI INC., and that he, as such officer, being authorized so to do, executed the foregoing instrument as a General Partner of DBSI Greenwood Associates.

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

E. Ann Ferguson
Notary Public for Idaho
Residence: Boise, Idaho
My commission expires: 5-2-92

STATE OF IDAHO)
) ss
County of Ada)


On this 31st day of December, 1986, before me, the undersigned, a Notary Public in and for said State, personally and individually appeared MARK A. ELLISON, known to me to be the SECRETARY-TREASURER of DBSI HOUSING INC. that he as such officer, being authorized so to do, executed the foregoing instrument as a General Partner of DBSI Greenwood Associates

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

E. Ann Ferguson
Notary Public for Idaho
Residence: Boise, Idaho
My commission expires: 5-2-92

Pursuant to the special power of attorney granted to the General Partners in Article VII of the Articles of Limited Partnership of DBSI Greenwood Associates Limited Partnership, the General Partner DBSI Inc., hereby executes this certificate for and in behalf of the following Limited Partners: Lee R. Bondurant, Paul I. Corddry, Gerald D. Herrick, and Robert K. Pedersen.

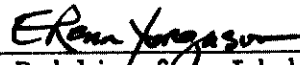
DBSI Inc.


By: Mark A. Ellison
Secretary-Treasurer

STATE OF IDAHO)
) ss
County of Ada)

On this 31st day of December, 1986, before me, the undersigned, a Notary Public in and for said State, personally and individually appeared MARK A. ELLISON, known to me to be the Secretary-Treasurer 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 Greenwood Associates.

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 5-2-92