

OCT 1 1 40 PM '86
SECRETARY OF STATE

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

OF

DBSI/TRI XVIII LIMITED PARTNERSHIP

STATE OF IDAHO)
County of Ada) ss.

We, the undersigned, desiring to completely amend and restate the Certificate of Limited Partnership of DBSI/TRI XVIII Limited Partnership No. L01078 filed with the Secretary of State, State of Idaho, March 6, 1986 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 XVIII Limited Partnership.
2. The purpose of the Partnership is to acquire, hold, sell, dispose of and otherwise deal with apartment complexes.
3. The name and address of the registered agent of the partnership is DBSI 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: Mark A. Ellison, 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>Place of Residence or Business</u>	<u>Contribution</u>
DBSI Inc. (General Partner)	1070 N. Curtis Rd. Suite 270 Boise, Idaho 83706	0
Tomlinson Realty Investment II (General Partner)	P. O. Box 108 Boise, Idaho 83701	0

David L. & Marilyn K. Blood (Limited Partner)	440 Hollow Creek Rd. Racine, WI 53402	\$ 50,000
Dean M. & Jill E. Browning (Limited Partner)	5205 Beachside Minnetonka, MN 55343	25,000
Anthony J. Byrne (Limited Partner)	162 Greystone Oakdale, MN 55119	25,000
Craig S. Darsie (Limited Partner)	1723 Cudd Circle Hudson, WI 54016	50,000
George A. DeJong (Limited Partner)	6645 E. Navajo Palos Heights, IL 60463	50,000
Lloyd L. DeJong (Limited Partner)	4722 Lighthouse Racine, WI 53402	50,000
Michael F. Donnelly (Limited Partner)	1228 Wilderness Park Ct. Eagan, MN 55123	50,000
Michael A. Erickson (Limited Partner)	1516 Lindberg Ct. Northfield, MN 55057	25,000
Michael A. Esch (Limited Partner)	1303 Hillcrest Ave. St. Paul, MN 55116	25,000
Douglas M. Hill (Limited Partner)	P.O. Box 1264 Caldwell, ID 83606	25,000
Paul Hintze (Limited Partner)	1330 N. Manville Boise, ID 83706	20,500
Steven K. & Mary R. Ilg (Limited Partner)	933 Dearborn Cir. Carol Stream, IL 60188	25,000
Jonathan S. Kendall (Limited Partner)	2661 Orchard Lane Excelsior, MN 55331	25,000
Jon C. Larson (Limited Partner)	P.O. Box 40 Grand Forks, ND 58201	50,000
Van B. & Diane V. Larson (Limited Partner)	9 Conklin Ave. Grand Forks, ND 58201	50,000
Marc D. & Carol K. Lavender (Limited Partner)	121 S. Hope St. Los Angeles, CA 90012	25,000

Richard L. Lucas (Limited Partner)	807 Snowhill Ct. Glen Ellyn, IL 60137	50,000
Richard A. Meloy (Limited Partner)	10955 S.W. Avery St. Tualatin, OR 97062	25,000
Christopher C. Pence (Limited Partner)	3000 Smith Tower Seattle, WA 98104	25,000
Victor & Margaret E. Regis (Limited Partner)	3101 Central Rd. Glenview, IL 60025\	50,000
Robert L. Ritchhart (Limited Partner)	4344 Onyx Eagan, MN 55113	25,000
Charles S. Rooks (Limited Partner)	2706 S.W. English Ct. Portland, OR 97201	25,000
Robert E. Ruddy (Limited Partner)	1821 University Ave., Ste. 289 St. Paul, MN 55104	20,500
Joseph B. & Dianne M. Sanford (Limited Partner)	946 Nebraska Ave. West St. Paul, MN 55117	25,000
Robert E. Simpson, Jr. (Limited Partner)	515 S. 700 East, Ste. 3Q Salt Lake City, UT 84102	25,000
Joseph & Elinore Smerko (Limited Partner)	2607 N. Newcastle Chicago, IL 60635	25,000
Ronald H. Toensing (Limited Partner)	3784 Gresham Ave. Oakdale, MN 55109	25,000

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

6. The above listed Limited Partners upon entering the partnership paid 17.6% of the cash to be contributed (except Paul Hintze and Robert E. Ruddy who paid \$20,500 each for their total capital). The remaining 82.4% will be paid in cash as follows: 24.4% on June 1, 1987, 16.8% on June 1, 1988, 14.4% on June 1, 1989, 13.6% on June 1, 1990 and 13.2% on June 1, 1991.
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 1st day of October, 1986, Boise, Idaho.

DBSI Inc.
(General Partner)

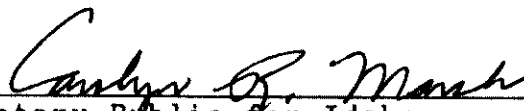


By: Douglas L. Swenson
President

STATE OF IDAHO)
) ss
County of Ada)

On this 1st day of October, 1986, 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 XVIII 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/TRII XVIII Limited Partnership, the General Partner DBSI Inc., hereby executes this Certificate for and in behalf of the Withdrawing Initial Limited Partner, Mark A. Ellison.

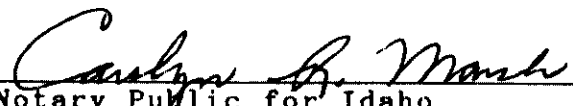
DBSI Inc.
(General Partner)


By: Douglas L. Swenson
President

STATE OF IDAHO)
) ss
County of Ada)

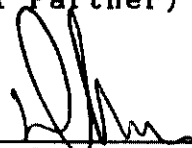
On this 1st day of October, 1986, before me, the undersigned, a Notary Public in and for said State, personally and individually appeared DOUGLAS L. SWENSON, known to me to be the President of the above named corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument as a General Partner of DBSI/TRI XVIII 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 XVIII Limited Partnership, the General Partner DBSI Inc., hereby executes this Certificate for and in behalf of the following Limited Partners: David L. & Marilyn K. Blood, Dean M. & Jill E. Browning, Anthony J. Byrne, Craig S. Darsie, George A. DeJong, Lloyd L. DeJong, Michael F. Donnelly, Michael A. Erickson, Michael A. Esch, Douglas M. Hill, Paul Hintze, Steven K. & Mary R. Ilg, Jonathan S. Kendall, Jon C. Larson, Van B. & Diane Y. Larson, Marc D. & Carol K. Lavender, Richard L. Lucas, Richard A. Meloy, Christopher C. Pence, Victor & Margaret E. Regis, Robert L. Ritchhart, Charles S. Rooks, Robert E. Ruddy, Joseph B. & Dianne M. Sanford, Robert L. Simpson, Joseph & Elinore Smerko, and Ronald H. Toensing.

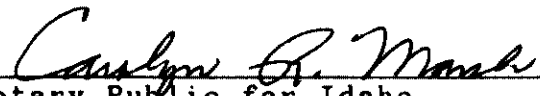
DBSI Inc.
(General Partner)

By: 
Douglas L. Swenson
President

STATE OF IDAHO)
) ss.
County of Ada)

On this 1st day of October, 1986, 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 XVIII 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