

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

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DBSI/TRI X LIMITED PARTNERSHIP

We, the undersigned, desiring to completely amend and restate the Certificate of Limited Partnership of DBSI/TRI X Limited Partnership No. L00825 filed with the Secretary of State December 14, 1984 pursuant to the laws of the State of Idaho hereby sign and swear to the following:

1. The name of the Partnership shall be DBSI/TRI X Limited Partnership.
2. The purpose of the Partnership is to acquire, hold, sell, dispose of and otherwise deal with an apartment complex in Nampa, Idaho.
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 is as follows: Mark A. Ellison, 1070 North Curtis Road, Suite 270, Boise, ID 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 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>Cash to be Contributed</u>
DBSI Inc. (General Partner)	1070 N. Curtis Rd., Ste. 270 Boise, Idaho 83706	0
Tomlinson Realty Investment (General Partner)	P.O. Box 108 Boise, Idaho 83701	0
Dixon J. Anderson (Limited Partner)	8408 137th Ct. Apple Valley, MN 55124	\$43,000
Gary L. Bills (Limited Partner)	24 Reed St. Payette, ID 83661	\$43,000
Jack L. Blevins (Limited Partner)	1050 Laredo Circle Boise, ID 83705	\$21,500
Bonnie S. Capriglione (Limited Partner)	3909 Haines Rd. Duluth, MN 55811	\$43,000

Douglas J. Conder (Limited Partner)	6732 S. 2485 E. Salt Lake City, UT 84121	\$21,500
DBSI Inc. (Limited Partner)	1070 N. Curtis Rd., Ste. 270 Boise, ID 83706	\$21,500
Fred A. Erickson (Limited Partner)	9408 S.E. Dundee Dr. Portland, OR 97266	\$43,000
Thomas J. Hansen (Limited Partner)	2500 Allen Dr. Burnsville, MN 55337	\$21,500
Harold Heins (Limited Partner)	Rt. #5, Box 131 Rupert, ID 83350	\$21,500
Robert J. Hennessey (Limited Partner)	1724 Hampshire Ave. St. Paul, MN 55116	\$43,000
David E. Johnson (Limited Partner)	1729 9th Ave. Two Harbors, MN 55616	\$21,500
Gary Ben Johnson (Limited Partner)	703 14th Ave. Two Harbors, MN 55616	\$21,500
Irving Littman (Limited Partner)	760 Harcourt Rd. Boise, ID 83702	\$21,500
Richard A. Lundy (Limited Partner)	5018 E. Dahlia Dr. Schottsdale, AZ 85254	\$21,500
John B. Lyman (Limited Partner)	3396 Chevy Chase Eugene, OR 97401	\$86,000
William K. Mueller (Limited Partner)	2451 Edgehill Rd. Toledo, OH 43615	\$21,500
Boyd W. Newman (Limited Partner)	12004 21st Ave. S.W. Seattle, WA 98146	\$21,500
Siegfried Obeldobel (Limited Partner)	R.D. Box 144 Richmondville, NY 12149	\$43,000
Kent R. Ray (Limited Partner)	836 Oriole Dr. Apple Valley, MN 55124	\$43,000
Glen D. Reed (Limited Partner)	1390 Lunt Elk Grove Village, IL 60007	\$43,000
Jack O. Sipperley (Limited Partner)	3421 S.W. Stonebrook Dr. Portland, OR 97201	\$43,000
Richard Slotness (Limited Partner)	839 Claymore Duluth, MN 55803	\$21,500

Allan Spielvogel (Limited Partner)	P.O. Box 672 McMinnville, OR 97218	\$21,500
Douglas M. Thompson (Limited Partner)	7055 S.W. Westgate Way Portland, OR 97225	\$43,000
Mary H. Widman (Limited Partner)	1353 Cleveland Ave. So. St. Paul, MN 55116	\$17,950
Harvey Wixman (Limited Partner)	505 Sherman St. Hood River, OR 97031	\$43,000

The above limited partners were admitted to the partnership on the 31st day of March, 1985.

6. The above listed Limited Partners, upon entering the partnership, paid 26.2% of the cash to be contributed. The remaining 73.8% will be paid in cash as follows: 21% on February 1, 1986; 19% on February 1, 1987; 15.5% on February 1, 1988; 11% on February 1, 1989; and 7.3% on February 1, 1990. Limited Partners shall have no liability to creditors of the Partnership beyond their committed cash contributions. 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 as stated above.
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 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 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 receive 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 II 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 December 1, 1984 to continue until December 31, 2035 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 25th day of June, 1985,
Boise, Idaho.

DBSI Inc.
(General Partner)

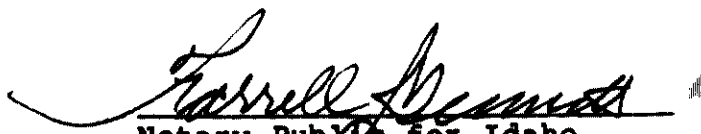


By: Douglas L. Swenson
President

STATE OF IDAHO)
) ss.
County of Ada)

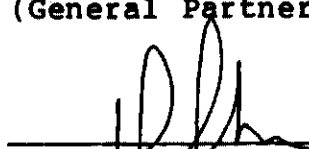
On this 25th day of June, 1985, before me, a
Notary Public in and for said State, personally appeared
Douglas L. Swenson, known to me to be the
president of the corporation that executed the within
instrument or the person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed the
same.

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


Pursuant to the special power of attorney granted to the General
Partners of Article XVIII of the Articles of Limited Partnership of
DBSI/TRI X 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 25th day of June, 1985, before me, a Notary Public in and for said State, personally appeared Douglas L. Swenson, known to me to be the president of the corporation that executed the within instrument on behalf of the above listed withdrawing initial limited partner, Mark A. Ellison, and acknowledged to me that such corporation executed the same.



Notary Public for Idaho
Residence: Boise, Idaho

Pursuant to the special power of attorney granted to the General Partners in Article XVIII of the Articles of Limited Partnership of DBSI/TRI X Limited Partnership, the General Partner DBSI Inc., hereby executes this Certificate for and in behalf of the following Limited Partners: Dixon J. Anderson, Gary L. Bills, Jack L. Blevins, Bonnie S. Capriglione, Douglas J. Conder, DBSI Inc., Fred A. Erickson, Thomas J. Hansen, Harold Heins, Robert J. Hennessey, David E. Johnson, Gary Ben Johnson, Irving Littman, Richard A. Lundy, John B. Lyman, William K. Mueller, Boyd W. Newman, Siegfried Obeldobel, Kent R. Ray, Glen D. Reed, Jack O. Sipperley, Richard Slotness, Allan Spielvogel, Douglas M. Thompson, Mary H. Widman, and Harvey Wixman.

DBSI Inc. (General Partner)



By: Douglas L. Swenson
President

STATE OF IDAHO)
) ss.
County of Ada)

On this 25th day of June, 1985, before me, a
Notary Public in and for said State, personally appeared
Dougals L. Swenson, known to me to be the
president of the corporation that executed the within
instrument on behalf of the above listed limited partners, and
acknowledged to me that such corporation executed the same.

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