

CENTRIDA PROPERTIES LIMITED PARTNERSHIP

CERTIFICATE

OF

LIMITED PARTNERSHIP

October 1, 1980

Aug 13 10 59 AM '82
SECRETARY OF STATE

STATE OF IDAHO)
) ss.
County of Bonneville)

We, the undersigned, desiring to form a Limited Partnership pursuant to the laws of the State of Idaho (also conforming to the Uniform Limited Partnership Act as adopted by the State of Idaho), certify as follows:

1. The name of the Limited Partnership is CENTRIDA PROPERTIES LIMITED PARTNERSHIP.

2. The purpose of the Limited Partnership is to carry on the business of acquiring, owning, constructing and operating a multi-unit rental housing project under the firm name and style of CENTRIDA PROPERTIES, LTD.

3. The business office of the Limited Partnership is 330 Shoup Avenue, Suite 201, Idaho Falls, Idaho 83402.

4. The name and address of the General Partner and Registered Agent is as follows:

CENTRIDA INVESTMENTS, INC.	c/o Gordon W. Jenkins 330 Shoup Avenue, Suite 201 Idaho Falls, Idaho
----------------------------	--

5. The name and address of each Limited Partner is as follows:

JOLENE JENKINS	2388 Eastview Idaho Falls, Idaho 83402
ROYCE B. LEE	330 Shoup Avenue, Suite 201 Idaho Falls, Idaho 83402
BLAKE G. HALL	330 Shoup Avenue, Suite 201 Idaho Falls, Idaho 83402

6. The initial term of the Limited Partnership is from October 1, 1980 to October 1, 1981, and thereafter from year to year until terminated by formal dissolution and legal notice as provided by the laws of the State of Idaho.

7. The initial contribution of each Limited Partner is an equity in real property of \$15,000 per Limited Partner.

8. Additional contributions are to be made as agreed upon.

9. The investment by each Limited Partner is considered permanent for the term of said Limited Partnership, and may only be returned upon consent of the General Partner and provided that all current liabilities of the partnership have been paid.

10. The Limited Partners shall be entitled to share in the profits, losses or other compensation by way of income, after expense in proportion to their capital accounts.

11. A Limited Partner may substitute an assignee as a contributor in his place with the prior consent of the General Partner.

12. An additional Limited Partner may be admitted without amendment to this Certificate of Limited Partnership if by consent of the General Partner.

13. The Limited Partners are entitled to equal priority to income and return of contribution in the event of dissolution.

14. This partnership shall be dissolved upon the death, retirement or insanity of the General Partner.

15. The Limited Partners shall be entitled to demand and receive property other than cash in return for his contribution upon the consent of the General Partner.

DATED: October 1, 1980.

GENERAL PARTNER:

CENTRIDA INVESTMENTS, INC.

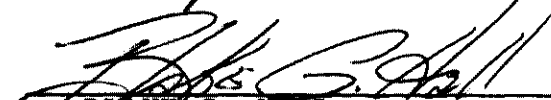
By


Gordon W. Jenkins, President

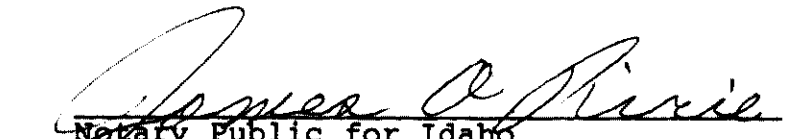
LIMITED PARTNERS:


JOLENE JENKINS


ROYCE E. LEE


BLAKE G. HALL

SWORN AND SUBSCRIBED TO before me this 1st day of Oct-
ober, 1980.


Notary Public for Idaho

(Seal)