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SECRETARY OF STATE

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

DBSI/TRI XIII LIMITED PARTNERSHIP

We, the undersigned, desiring to completely amend and restate the Certificate of Limited Partnership of DBSI/TRI XIII Limited Partnership No. L00947 filed with the Secretary of State, State of Idaho June 6, 1985 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 XIII Limited Partnership.
2. The purpose of the Partnership is to acquire, hold, sell, dispose of and otherwise deal with an apartment complex in Boise, 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: Douglas L. Swenson, 1070 N. Curtis Rd., 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 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>Cash to be Contributed</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
William C. Burns (Limited Partner)	6156 Winstead Place Boise, Idaho 83704	\$ 24,700
Paul I. Corddry (Limited Partner)	1921 N. 21st St. Boise, Idaho 83702	\$197,600
Jack L. Dunsmoor (Limited Partner)	2045 White Pine Lane Boise, Idaho 83706	\$ 24,700

Richard C. Hansen (Limited Partner)	3259 Bryson Way Boise, Idaho 83704	\$ 24,700
Donald E. Masterson (Limited Partner)	10019 Stardust Dr. Boise, Idaho 83709	\$ 24,700
F. Edward Osborne (Limited Partner)	4515 Hillcrest Boise, Idaho 83705	\$ 49,400
Wayne L. Thiessen (Limited Partner)	6138 Winstead Place Boise, Idaho 83704	\$ 49,400

Of the above listed limited partners, Paul I. Corddry was admitted to the Partnership on August 15, 1985 and the remaining Limited Partners were admitted to the Partnership on September 15, 1985.

6. The above listed Limited Partners, upon entering the partnership paid 9.7% of the cash to be contributed. The remaining 90.3% will be paid in cash as follows: 22.7% on July 1, 1986; 20.6% on July 1, 1987; 18.2% on July 1, 1988; 16.4% on July 1, 1989; and 12.4% on July 1, 1990.
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 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 June 1, 1985 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 2nd day of October, 1985, Boise, Idaho.

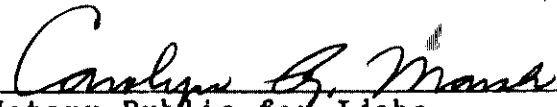
DBSI Inc.
(General Partner)


By: Douglas L. Swenson
President

STATE OF IDAHO)
) ss
County of Ada)


On this 2nd day of October, 1985, 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 XIII 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: Baino, Idaho

Pursuant to the special power of attorney granted to the General Partner in Article XI of the Articles of Limited Partnership of DBSI/TRI XIII Limited Partnership, the General Partner DBSI Inc., hereby executes this Certificate for and in behalf of the following Limited Partners: William C. Burns, Paul I. Corddry, Jack L. Dunsmoor, Richard C. Hansen, Donald E. Masterson, F. Edward Osborne and Wayne L. Thiessen.


DBSI Inc.
(General Partner)


By: Douglas L. Swenson
President

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of October, 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 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