

FIRST AMENDMENT TO THE AMENDED AND RESTATED
 CERTIFICATE AND AGREEMENT OF
 LIMITED PARTNERSHIP OF
 CANDLEWOOD HOUSING LIMITED PARTNERSHIP
 AN IDAHO LIMITED PARTNERSHIP

This first amendment is entered into as of ~~July 1, 1988~~ ^{80 JUL 19 88} December 21, 1988 among GREG LUCE and COLUMBIA HOUSING PARTNERS VIII LIMITED PARTNERSHIP, an Oregon limited partnership ("CHP VIII").

The parties hereto entered into that certain Amended and Restated Certificate and Agreement of Limited Partnership of Candlewood Housing Limited Partnership, an Idaho limited partnership (the "Partnership Agreement"), as of July 1, 1988.

The parties are entering into this First Amendment to adjust the capital contribution payments to be made by the Additional Limited Partner.

Therefore, the parties hereto agree as follows:

1. The Additional Limited Partner shall make a final cash Capital Contributions totaling \$90,680 to the Partnership, which shall be paid upon execution and delivery of this amendment. The promissory note previously executed and delivered by CHP VIII shall be cancelled and shall be of no further force or effect.

2. The Construction and Development Fee payable under Section 6.8(c)(1) shall be \$150,000 and shall be paid on or before the following dates and in the following amounts:

<u>AMOUNT</u>	<u>DATE</u>
\$140,680	December 21, 1988
2,110	March 15, 1990
1,510	March 15, 1991
1,660	March 15, 1992
1,805	March 15, 1993
720	March 15, 1994
900	March 15, 1995
615	March 15, 1996
Total	
<u>\$150,000</u>	

3. The accrued interest on the Construction and Development Fee payable under Section 6.8(c)(2) shall be paid as follows:

<u>AMOUNT</u>	<u>YEAR</u>
\$ 71	1988
663	1989
524	1990
371	1991
205	1992
139	1993
57	1994
57	1995
Total	<u>\$2,087</u>

4. Except as specifically revised by this First Amendment, the Partnership Agreement shall remain in full force and effect.

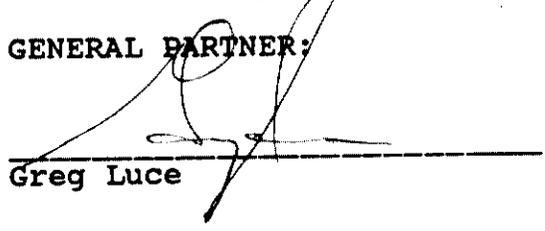
IN WITNESS WHEREOF, the parties hereto have executed and delivered this First Amendment as of the date first set forth above, and declare under penalty of perjury that they have examined the foregoing First Amendment and to the best of their knowledge and belief it is true, correct and complete.

ADDITIONAL LIMITED
PARTNER:

COLUMBIA HOUSING PARTNERS
VIII LIMITED PARTNERSHIP

By 
General Partner

GENERAL PARTNER:


Greg Luce