

FIRST AMENDMENT TO THE AMENDED AND RESTATED
CERTIFICATE AND AGREEMENT OF
LIMITED PARTNERSHIP OF
ST. JOHNS HOUSING PARTNERS LIMITED PARTNERSHIP
AN IDAHO LIMITED PARTNERSHIP

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This first amendment is entered into as of December 30, 1988 among GREG LUCE, BRIAN SELLERS, COLUMBIA HOUSING PARTNERS 87-IV LIMITED PARTNERSHIP, an Oregon limited partnership ("CHP IV"), and COLUMBIA HOUSING PARTNERS XVI LIMITED PARTNERSHIP, an Oregon limited partnership ("CHP XVI").

All of the parties hereto, except CHP XVI, entered into that certain Amended and Restated Certificate and Agreement of Limited Partnership of St. Johns Housing Partners Limited Partnership, an Idaho limited partnership (the "Partnership Agreement"), as of November 4, 1987, which Partnership Agreement was filed with the Idaho Secretary of State on January 14, 1988.

The parties are entering into this First Amendment to reflect the admission of CHP XVI as a limited partner, to adjust the capital contribution payments to be made by the limited partners and to amend the Partnership Agreement in certain other respects as set forth herein.

Therefore, the parties hereto agree as follows:

1. Additional Limited Partners. The names and business addresses of the Additional Limited Partners are as follows:

Columbia Housing Partners 87-IV
Limited Partnership ("CHP IV")
1099 S.W. Columbia Street, Suite 350
Portland, Oregon 97201

Columbia Housing Partners XVI
Limited Partnership ("CHP XVI")
1099 S.W. Columbia Street, Suite 350
Portland, Oregon 97201

2. Units of Limited Partnership Interest Owned; Allocations, Distributions and Voting. CHP IV shall own 57.8 Units of the 100 Units of limited partnership interest and CHP XVI shall own 42.2 Units. Whenever in the Partnership Agreement any allocation, distribution or vote is made to, or required by, the Additional Limited Partner or the Limited Partners, the allocation, distribution or vote, as the case might be, shall be on the basis of 57.8% to CHP IV and 42.2% to CHP XVI.

3. Time of Admission. CHP XVI shall be deemed admitted to the Partnership as of December 30, 1988. Prior to such date CHP IV shall be deemed to own 100% of the limited partnership

interest in the Partnership and as of and after such date the allocation shall be as provided in Section 2 of this First Amendment.

4. Projected Credit. Section 4.5 of the Agreement is hereby revised to provide that the Projected Credit shall mean the amount of \$332,610 (\$30,127 in 1988, \$33,261 in 1989 through 1997 and \$3,134 in 1998).

5. Return of Capital Contributions. The sum of \$3,500 shall be returned to the General Partners within 15 days after the due date for the payment of the 1989 Installment by CHP XVI.

6. Capital Contributions of the Additional Limited Partners. The Additional Limited Partners shall make Capital Contributions totaling \$140,200 to the Partnership. CHP IV shall make a one-time cash capital contribution payment on or before December 30, 1988 of \$77,200. The promissory note previously executed and delivered by CHP IV shall be cancelled and shall be of no further force or effect. In addition, Section 3.2(a) of the Partnership Agreement is hereby deleted. CHP XVI shall make its capital contribution of \$63,000 in installments (collectively "Installments" and individually "Installment") in the amount of \$9,000 annually for seven years on or before March 15 of each year commencing on or before March 15, 1989. Such Installments shall be subject to reduction or deferral as provided in the Partnership Agreement for Installments payable thereunder and shall be evidenced by a promissory note in the form of attached Exhibit A.

7. Construction and Development Fee. The Construction and Development Fee payable under Section 6.8(c) shall be paid in the following amounts and on or before the following dates:

<u>Amount</u>	<u>Date</u>
\$77,200	12/30/88
5,500	the later of March 15, 1989 or close of escrow in connection with the offer and sale of Units of limited partnership interest in CHP XVI
9,000	3/15/90
9,000	3/15/91
8,725	3/15/92
7,000	3/15/93
7,000	3/15/94
<u>7,000</u>	3/15/95
Total	\$130,425

8. Interest on the Construction and Development Fee.
Interest on the Construction and Development Fee payable under Section 6.8(c)(2) shall be paid as follows:

<u>Amount</u>	<u>Date</u>	<u>Amount Paid Out of Capital</u>
\$11,986	12/30/88	
4,491	3/15/89	
3,731	3/15/90	
2,904	3/15/91	
2,097	3/15/92	\$ 275
1,421	3/15/93	2,000
777	3/15/94	2,000
134	3/15/95	2,000
Totals	\$26,630	\$6,275

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
PARTNERS:

COLUMBIA HOUSING PARTNERS
87-IV LIMITED PARTNERSHIP

By 
General Partner

COLUMBIA HOUSING PARTNERS XVI
LIMITED PARTNERSHIP

By 
General Partner

GENERAL PARTNERS:


Greg Luce


Brian Sellers

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ADDITIONAL LIMITED
PARTNERS:

GENERAL PARTNERS:

COLUMBIA HOUSING PARTNERS
87-IV LIMITED PARTNERSHIP

Greg Luce

By _____
General Partner


Brian Sellers

COLUMBIA HOUSING PARTNERS XVI
LIMITED PARTNERSHIP

By _____
General Partner

EXHIBIT A

**NONNEGOTIABLE
PROMISSORY NOTE**

\$63,000

Portland, Oregon
December 30, 1988

FOR VALUE RECEIVED, COLUMBIA HOUSING PARTNERS XVI LIMITED PARTNERSHIP, an Oregon limited partnership ("Partnership"), hereby promises to pay to St. Johns Housing Partners Limited Partnership (the "Holder") the principal sum of \$63,000, without interest thereon, with the 1989 payment due on or before the later of March 15, the close of escrow in connection with the offer and sale of Units of limited partnership interest of the Partnership or receipt of the Holder's federal income tax return and Form K-1 or other forms acceptable for filing under the Internal Revenue Code of 1986, as amended, for the prior year (after the Partnership's review and correction if necessary) with all subsequent payments due on or before the later of March 15 of each year or receipt of the Holder's federal income tax return and Form K-1 or other forms acceptable for filing under the Internal Revenue Code of 1986, as amended, for the prior year (after the Partnership's review and correction if necessary), as follows:

<u>YEAR</u>	<u>AMOUNT</u>
1989	\$9,000
1990	9,000
1991	9,000
1992	9,000
1993	9,000
1994	9,000
1995	<u>9,000</u>
 TOTAL	 \$63,000

Each installment payment set forth above is subject to deferral, reduction, or adjustment as set forth in the Amended and Restated Certificate and Agreement of Limited Partnership of the Holder dated November 4, 1987 as amended by First Amendment of even date herewith (the "Partnership Agreement"), all of the terms and conditions of which are incorporated herein by this reference.

Amounts set forth above which become due and payable hereunder and which are not paid within 10 days shall thereafter bear interest at two percent over the floating prime rate charged by the Bank of California, N.A., or its successor in interest. If such amounts remain unpaid for 10 days following the

Partnership's receipt of written notice of its failure to pay such amounts, all such amounts payable hereunder shall become immediately due and collectible at the option of the Holder.

Payment shall be made in the lawful money of the United States at such place as shall be designated by the Holder.

The Partnership shall have the right to prepay, without penalty or charge therefor, the whole or any part of the foregoing amounts.

If this note is placed in the hands of an attorney for collection, the Partnership promises and agrees to pay the Holder's reasonable attorneys' fees and collection costs, even though no suit or action is filed thereon; however, if a suit or action is filed, the amount of such reasonable attorneys' fees shall be fixed by the court, or courts, in which the suit or action including any appeal therein is tried, heard, or decided.

COLUMBIA HOUSING PARTNERS XVI
LIMITED PARTNERSHIP

By:

Robert M. Arcand, General
Partner