

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

This first amendment is entered into as of ~~August 4, 1988~~ ^{88/08/13} ~~1988~~ ¹⁹⁸⁹ among GREG LUCE, BRIAN SELLERS and COLUMBIA HOUSING PARTNERS 87-IV LIMITED PARTNERSHIP, an Oregon limited partnership ("CHP IV").

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 certain payments to be made to the General Partners.

Therefore, the parties hereto agree as follows:

1. Section 3.1(b) is hereby deleted and in its place the following Section 3.1(b) is adopted.

"(b) Return of the General Partners' Capital Contributions. That portion of the General Partners' Capital Contributions equal to \$41,575 shall be returned to the General Partners as follows:

<u>Amount</u>	<u>Date</u>
\$8,315	March 15, 1989
8,315	March 15, 1990
8,315	March 15, 1991
8,315	March 15, 1992
<u>8,315</u>	March 15, 1993
Total	\$41,575"

2. The Construction and Development Fee payable under Section 6.8(c)(1) shall be \$143,425 and shall be paid on the following dates and in the following amounts:

<u>AMOUNT</u>	<u>DATE</u>
\$35,000	August 4, 1988
21,685	March 15, 1989
21,685	March 15, 1990
21,685	March 15, 1991
21,685	March 15, 1992
21,685	March 15, 1993
Total	\$143,425

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>DATE</u>
\$ 3,926	1988
7,930	1989
6,046	1990
4,161	1991
2,277	1992
393	1993
 Total	
<u>\$24,733</u>	

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

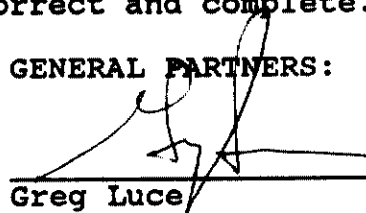
IN WITNESS WHEREOF, the parties hereto have executed and delivered this First Amendment as of the date first set forth above, and declare under penalty of perjury that they have examined the foregoing First Amendment and to the best of their knowledge and belief it is true, correct and complete.

ADDITIONAL LIMITED
PARTNER:

COLUMBIA HOUSING PARTNERS
87-IV LIMITED PARTNERSHIP

By 
General Partner

GENERAL PARTNERS:



Greg Luce

Brian Sellers

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<u>AMOUNT</u>	<u>DATE</u>
\$ 3,926	1988
7,930	1989
6,046	1990
4,161	1991
2,277	1992
393	1993
<u>Total</u>	
\$24,733	

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
87-IV LIMITED PARTNERSHIP

By _____
General Partner

GENERAL PARTNERS:

Greg Luce

Brian Sellers
Brian Sellers