

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 ~~30th~~ ^{10th} ~~August~~ ^{9th} ~~1988~~ ²²
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>	<u>March 15, 1993</u>
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
<u>21,685</u>	<u>March 15, 1993</u>
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	\$24,733

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

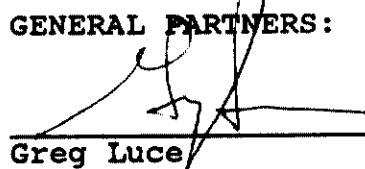
IN WITNESS WHEREOF, the parties hereto have executed and delivered this First Amendment as of the date first set forth above, and declare under penalty of perjury that they have examined the foregoing First Amendment and to the best of their knowledge and belief it is true, correct and complete.

ADDITIONAL LIMITED
PARTNER:

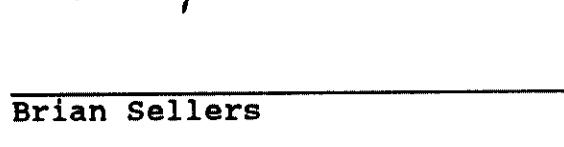
~~COLUMBIA HOUSING PARTNERS
87-IV LIMITED PARTNERSHIP~~

By _____
General Partner

GENERAL PARTNERS:



Greg Luce



Brian Sellers

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
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393	1993
Total	\$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.

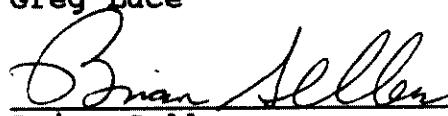
ADDITIONAL LIMITED
PARTNER:

COLUMBIA HOUSING PARTNERS
87-IV LIMITED PARTNERSHIP

By _____
General Partner

GENERAL PARTNERS:

Greg Luce



Brian Sellers