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**RIVER PLACE, LTD.
SECOND AMENDED AND RESTATED AGREEMENT AND SECOND AMENDED
AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP**

Inst # 1999-13808

**04/01/1999-13808
11:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 CRH 26.00**

**RIVER PLACE, LTD.
SECOND AMENDED AND RESTATED AGREEMENT AND SECOND AMENDED
AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP**

This Second Amended and Restated Agreement and Second Amended and Restated Certificate of Limited Partnership is made and entered the 26 day of March 1999, by and among the undersigned parties.

WHEREAS, as of December 20, 1985, Altadena, Inc. ("Altadena" or the "Local General Partner"), an Alabama corporation, and C.R.H.C., Incorporated ("CRHC"), a Delaware corporation, as General Partners, and Capital Realty Investors-85 Limited Partnership, a Maryland limited partnership ("CRI-85"), as Limited Partner, executed a Certificate and Agreement of Limited Partnership for the formation of a limited partnership pursuant to the Uniform Limited Partnership Act of the State of Alabama known as River Place, Ltd. (the "Partnership"), and subsequently filed such Certificate with the Judge of Probate, Jefferson County, Alabama on December 20, 1985 and with the Judge of Probate, Shelby County, Alabama, on March 31, 1986; and

WHEREAS, Altadena, CRHC and CRI-85, then being all of the partners of the partnership, executed that certain River Place, Ltd. Amended and Restated Agreement and Amended and Restated Certificate of Limited Partnership dated December 30, 1985 and filed with the Judge of Probate, Jefferson County, Alabama on March 31, 1986 and filed with the Judge of Probate, Shelby County, Alabama on March 31, 1986, as amended by that certain First Amendment to Amended and Restated Agreement and Amended and Restated Certificate of Limited Partnership dated August 21, 1989 and filed with the Judge of Probate, Jefferson County on October 23, 1989 and filed with the Judge of Probate, Shelby County on October 24, 1989, and that certain Second Amendment to Amended and Restated Agreement and Amended and Restated Certificate of Limited Partnership dated January 3, 1996 and filed with the Judge of Probate, Jefferson County on July 19, 1996 and filed with the Judge of Probate, Shelby County on July 24, 1996, and that certain Third Amendment to Amended and Restated Agreement and Amended and Restated Certificate of Limited Partnership dated February 21, 1997 and filed with the Judge of Probate, Jefferson County on March 4, 1997 and filed with the Judge of Probate, Shelby County on March 7, 1997, and that certain Fourth Amendment to Amended and Restated Agreement and Amended and Restated Certificate of Limited Partnership dated December 17, 1998, and filed with the Judge of Probate, Jefferson County on December 21, 1998, and filed with the Judge of Probate, Shelby County on December 23, 1998, (as amended, the "Amended and Restated Agreement and Certificate"); and

WHEREAS, by Assignments dated December 21, 1998 and December 22, 1998, Charles V. Welden, Jr. assigned a portion of his interests as Limited Partner to Mary M. Welden, and Charles V. Welden, Jr. and Mary M. Welden assigned portions of their respective interests to Mary M. Welden as Custodian for Patricia Kathleen Welden UTMA, to Mary M. Welden as Custodian for Howard McNicholas Welden UTMA, to Charles V. Welden, III, to William B. Welden, Sr., to Lauren H. Welden and to Beth Welden; and

WHEREAS, on December 31, 1998, River Place Investors, an Alabama general partnership, was dissolved and its interests as Limited Partner were distributed and assigned to Peter W. Field, to W. Edgar Welden, to Robert C. Field, to Charles V. Welden, III, to William B. Welden, Sr., and to Mary M. Welden as Custodian for Patricia Kathleen Welden UTMA.

WHEREAS, the parties hereto now desire to amend the Amended and Restated Agreement and Certificate to provide for (i) the revision of the terms and provisions which will govern the Partnership and (ii) the setting forth of all of the provisions governing the Partnership in a single instrument and (iii) admitting to the Partnership Charles V. Welden, III, William B. Welden, Sr., Lauren H. Welden, Beth Welden, and Mary M. Welden as Custodian for Howard McNicholas Welden UTMA.

NOW THEREFORE, in consideration of the foregoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby sign and swear to this Second Amended and Restated Agreement and Second Amended and Restated Certificate of Limited Partnership, which reads in its entirety as follows:

1. The name of the Limited Partnership is RIVER PLACE, LTD.
2. The character of the business of the Partnership is to own, operate, manage, sell, purchase, lease or otherwise transact business and deal in and with respect to apartment projects and any and all types of real estate and real estate projects; including, but not limited to, that certain apartment project known as River Place Apartments, located in Shelby County, Alabama.
3. The principal place of business of the Partnership is 1103 South 21st Street, Birmingham, Alabama, 35205 and at the project located at 4501 Old Caldwell Mill Road, Birmingham, Alabama, 35242.
4. The name and principal place of business of the Managing General Partner is Altadena, Inc., 1103 South 21st Street, Birmingham, Alabama, 35205. The name and place of residence or principal place of business of each Limited Partner interested in the Partnership is set forth on Exhibit "A" attached hereto and incorporated herein as if fully set forth.
5. The term of the Partnership commenced as of November 1, 1985, and shall continue until December 31, 2015 (or as otherwise provided by law) unless the Partnership is sooner dissolved in accordance with the provisions of this Agreement.
6. The amount of cash and a description and agreed value of other property, if any, contributed by each Limited Partner is set forth on Exhibit "A" attached hereto beside the name of each Limited Partner.
7. No contributions of the Limited Partners are to be returned.

8. The share of profits or other compensation by way of income which each Limited Partner or General Partner shall receive by reason of his contributions or otherwise is set forth on Exhibit "A" attached hereto beside his name. Each partner shall share in the ownership of the partnership and in profits, losses, cash flow and net proceeds of a sale, exchange, refinancing, condemnation, liquidation in the share percentages set forth on Exhibit "A" attached hereto beside his name.
9. No assignee of a Limited Partner shall have the right to become a substituted Limited Partner unless the following conditions are met:
 - (a) The written consent of the Managing General Partner to such substitution shall be obtained;
 - (b) The substituted Limited Partner shall accept and assume, in form satisfactory to the Managing General Partner, all terms and provisions of the Partnership Agreement executed by all of the Partners;
 - (c) The substituted Limited Partner has complied with all of the relevant requirements of the Partnership Agreement and the United States Department of Housing and Urban Development;
10. There is a right of the Partners to admit additional Limited Partners subject to the requirements of Paragraph 9 and 15 herein.
11. There is no right of one or more of the Limited Partners to priority over other Limited Partners as to contributions or as to compensation by way of income.
12. The retirement, withdrawal or bankruptcy of any General Partner shall dissolve the Limited Partnership, unless within a period of sixty (60) days from the date of such event, a Successor General Partner is elected by a vote of a majority in interest of the Limited Partners, and the Successor General Partner and the majority in interest of the Limited Partners elect to continue the business of the Limited Partnership.
13. There is no right of a Limited Partner to demand and receive property other than cash in return for his contribution.
14. The Partnership is authorized to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of its purpose, and for the benefit and protection of the Partnership, including but not limited to authority to borrow money and issue evidence of indebtedness in furtherance of the Partnership business and secure such indebtedness by mortgage, pledge or other lien on Partnership property, provided that any such indebtedness and any other evidence of indebtedness to any lender, and any documents amending, modifying or replacing such indebtedness, shall provide in substance and legal effect, unless otherwise agreed to by the Managing General Partner and a majority in

interest of the Limited Partners, that neither the Partnership nor any Partner thereof shall have any personal liability for the repayment of the principal of or payment of interest on the indebtedness.

15. Notwithstanding any other provisions of this Agreement, the Partnership is authorized to execute any documents required in connection with an FHA mortgage loan insured by the Secretary of Housing and Urban Development secured by a lien on property owned by the Partnership. Any incoming Partner shall, as a condition of receiving an interest in the Partnership property, agree to be bound by the Note, Mortgage and Regulatory Agreement and other documents required in connection with the FHA mortgage loan to the same extent and on the same terms as the other partners. Upon any dissolution, no title or right of possession and control of the apartment project, and no right to collect the rents therefrom shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to the Secretary. In the event that the terms of this Agreement in any way tends to contradict, modify or in any way change the terms of the Regulatory Agreement entered into with the Secretary, it is understood and agreed that the terms of the Regulatory Agreement shall prevail and govern.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Second Amended and Restated Agreement and Second Amended and Restated Certificate of Limited Partnership as of the day and year first above written.

MANAGING GENERAL PARTNER:

Altadena, Inc.

By: 

President

LIMITED PARTNERS:



Charles V. Welden, Jr.

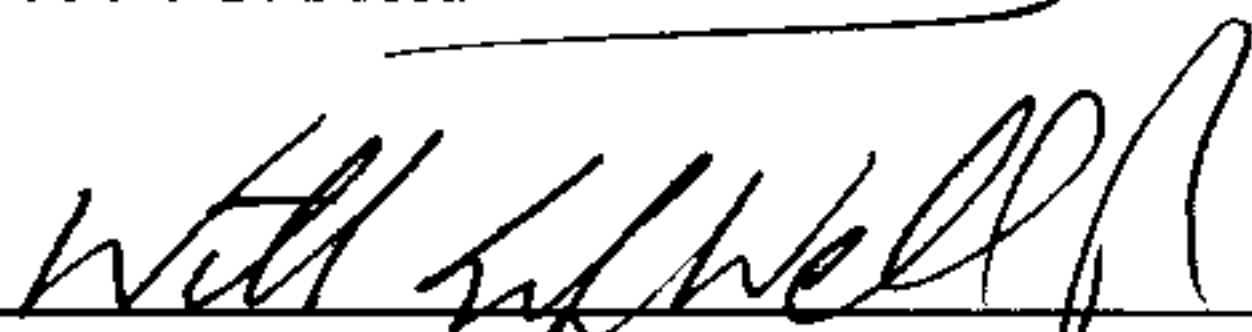

Peter W. Field



W. Edgar Welden


LIMITED PARTNERS (continued)



Jennifer J. Welden



Robert C. Field


William E. Welden, Jr.


Charles V. Welden, III


William B. Welden, Sr.


Lauren H. Welden


Beth Welden



Mary M. Welden, Individually, and as
Custodian for Patricia Kathleen Welden UTMA
and as Custodian for Howard McNicholas Welden
UTMA

EXHIBIT A
as of March 26, 1999

CAPITAL CONTRIBUTIONS AND PARTNERSHIP INTEREST

<u>NAME OF PARTNER</u>	<u>CONTRIBUTION</u>	<u>PERCENTAGE INTEREST</u>
<i>General Partners:</i>		
Altadena, Inc.	\$100.00	1.01000%
<i>Limited Partners:</i>		
Charles V. Welden, Jr. P.O. Box 55465 Birmingham, AL 35255	\$100.00	4.46915%
Peter W. Field P.O. Box 55465 Birmingham, AL 35255	\$100.00	14.78963%
W. Edgar Welden P.O. Box 55465 Birmingham, AL 35255	\$100.00	19.51928%
Jennifer J. Welden P.O. Box 55465 Birmingham, AL 35255		2.16360%
Robert C. Field P.O. Box 55465 Birmingham, AL 35255		18.20693%
William E. Welden, Jr. P.O. Box 55465 Birmingham, AL 35255		5.81440%
Charles V. Welden, III P.O. Box 55465 Birmingham, AL 35255		11.41074%
William B. Welden, Sr. P.O. Box 55465 Birmingham, AL 35255		11.41074%

EXHIBIT A (continued)as of March 26, 1999**Limited Partners (continued):**

Lauren H. Welden P.O. Box 55465 Birmingham, AL 35255	1.08000%
Beth Welden P.O. Box 55465 Birmingham, AL 35255	1.08000%
Mary M. Welden P.O. Box 55465 Birmingham, AL 35255	4.46915%
Mary M. Welden, as Custodian for Patricia Kathleen Welden UTMA P.O. Box 55465 Birmingham, AL 35255	3.49638%
Mary M. Welden, as Custodian for Howard McNicholas Welden UTMA P.O. Box 55465 Birmingham, AL 35255	1.08000%

State of Alabama - Jefferson County
I certify this instrument filed on:
1999 MAR 30 P.M. 13:18
Recorded and \$
and \$ 22.00
\$
Total \$
Deed Tax and Fee Amt. 22.00
Mtg. Tax
GEORGE R. REYNOLDS, Judge of Probate
9904/9416

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