20190115000016200 1/2 $84.00
Shelby Cnty Judge of Probate, AL
01/15/2019 11:10:31 AM FILED/CERT

FIRST AMENDMENT TO AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP OF HOUSING INVESTORS COLUMBIANA I, LTD.

THIS FIEST AMENDMENT TO AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP OF HOUSING INVESTORS COLUMBIANA I, LTD. (this "Amendment") is made and entered into as of September 21, 2018, by and between **HOUSING INVESTORS, INC.,** an Alabama corporation, as "General Partner" and **HOUSING DEVELOPERS, L.L.C.**, an Alabama limited liability company, as the "Limited Partner".

RECITALS

WHEREAS, the Partnership was formed as an Alabama limited partnership pursuant to that certain Certificate of Limited Partnership that was filed with the Office of Probate Judge of Shelby County, Alabama on October 16, 1995 (the "Original Agreement") for the purpose of constructing, developing and operating a 40-unit affordable rental housing project known as Columbiana Village Apartments (now Ridge View Apartments) located in Shelby County, Alabama (the "Project"); and

WHEREAS, the Original Agreement was amended and restated by that certain Amended and Restated Certificate and Agreement of Limited Partnership of the Partnership dated as of December 15, 1995 and recorded on December 20, 1995 under Inst. # 1995-36517 with the Probate Judge of Shelby County, Alabama (as amended, the "Restated Agreement"); and

WHEREAS, the Partners of the Partnership desire to further amend the Restated Agreement to extend the term of the Partnership;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Capitalized terms used herein and not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Restated Agreement.

2. Section 11.2.3 of the Restated Agreement is hereby deleted in its entirety and the following shall be substituted therefor:

"11.2.3 on December 31, 2026."

3. This Amendment contains the entire understanding between and among the parties and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Amendment.

4. It is the intention of the parties that all questions with respect to the construction, enforcement and interpretations of this Amendment and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Alabama, without regard to principles of conflicts of laws.

5. This Amendment is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Amendment or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. In the event that any provision of this Amendment or the application thereof shall be invalid or unenforceable, the Partners agree to negotiate (on a reasonable basis) a substitute valid or enforceable provision providing for substantially the same effect as the invalid or unenforceable provision.

6. When entered into by the parties hereto, this Amendment is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns.

7. Except as otherwise specifically provided herein, all other terms and conditions of the Restated Agreement shall remain in full force and effect and are ratified and confirmed in all respects by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Amended and Restated Certificate and Agreement of Limited Partnership of the Partnership as of the day and year first written above.

GENERAL PARTNER:

HOUSING INVESTORS, INC.

By: _____
Name: Stan Evans
Title: President

LIMITED PARTNER:

HOUSING DEVELOPERS, L.L.C.

By: _____
Name: Stan Evans
Title: Manager

20190115000016200 2/2 $84.00
Shelby Cnty Judge of Probate, AL
01/15/2019 11:10:31 AM FILED/CERT

This Instrument Prepared By and Return To:
Tammy L. Irons
THE IRONS LAW FIRM
219 N. Court Street
Florence, Alabama 35630
(256) 766-9201