FIRST AMENDMENT TO NEIGHBORHOOD STABILIZATION PROGRAM (NSP) AGREEMENT BETWEEN THE CITY OF ORLANDO, FLORIDA AND CATHOLIC CHARITIES OF CENTRAL FLORIDA HOUSING, INC.

THIS FIRSTAMENDMENT to NSP Agreement (hereinafter the "Agreement") is made and entered into by and between the **City of Orlando**, a Florida municipal corporation, with a principal address of 400 South Orange Avenue, Orlando, Florida 32801 (hereinafter referred to as the "City"), and **Catholic Charities of Central Florida Housing**, **Inc.**, a Florida not- for- profit corporation, with a mailing address of 1819 N. Semoran Blvd., Orlando, FL 32807 (hereinafter referred to as "CCCFH" or "Developer").

WITNESSETH:

WHEREAS, Title III of Division B of the Housing and Economic Recovery Act, as amended ("HERA") appropriated funding for the redevelopment of abandoned and foreclosed homes;

WHEREAS, the grant program established under HERA established a third round of funding commonly referred to as the Neighborhood Stabilization Program 3 (referred to herein as "NSP") and is administered by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, the grant funds awarded by HUD are considered a special allocation of Community Development Block Grant funds ("CDBG");

WHEREAS, on February 13, 2020, the City and CCCFH entered into a NSP Agreement whereby the City agreed to loan the sum of **Eighty Five Thousand Ninety-Five and No/100 Dollars** (\$85,095.00) in NSP funds to CCCFH for the rehabilitation of a home located at 5925 Danube Way, Orlando, FL 32807, and more particularly described in the legal description attached at Exhibit "A" to the NSP Agreement and to this First Amendment (hereinafter referred to as the "Property") so that CCCFH can provide affordable housing to low-income households;

WHEREAS, due to the COVID-19 pandemic CCCFH has experienced some unanticipated delays in performing the rehabilitation and has also discovered the need to repair the windows and replace the soffits on the Property. Accordingly, CCCFH has requested additional funding in the amount of **Thirty Thousand and No/100 Dollars** (\$30,000.00) and additional time to complete the rehabilitation to address these concerns:

WHEREAS, CCCFH is a private not-for-profit corporation dedicated to providing affordable housing for low-income households which are households whose incomes do not exceed fifty percent (50%) of the Orlando Metropolitan Statistical Area's Median Income, adjusted for family size, published annually by HUD (herein "Low-Income") and has agreed to rent the Property only to Low-Income households at LOW HOME rents as defined under the standards of eligibility established by

HUD and adjusted annually, a copy of which current 2021 eligibility income and rent levels are attached as **Exhibit "B"** and incorporated herein by reference;

WHEREAS, the rehabilitation and rental of this Property as affordable housing is an eligible activity under the NSP and CDBG Programs in accordance with 24 CFR §570.202 and meets a national objective as required under 24 CFR §570.200(a)(2) and 24 CFR §570.208(a)(3); and

WHEREAS, the parties desire to amend the NSP Agreement (herein the NSP Agreement and this First Amendment will collectively be referred to as the "Agreement") to provide for these changes;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the City and CCCFH agree as follows:

SECTION 1: SCOPE OF SERVICES AND USE OF FUNDS

- 1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
- 2. <u>Section 1, Paragraph 2, entitled "NSP Allocation and CDBG National Objective"</u> is hereby amended to reflect the City's loan of the additional NSP funds as follows:

Under the terms and conditions of the NSP Agreement dated February 13, 2020, the City provided Eighty Five Thousand Ninety-Five and No/100 Dollars (\$85,095.00) in NSP funds to CCCFH to rehabilitate the Property to enable CCCFH to rent the Property to Low-Income households at LOW HOME rents. These funds have already been disbursed to CCCFH. Under the same terms and conditions of the NSP Agreement, as hereby amended by this First Amendment, the City agrees to loan CCCFH additional NSP funds in the amount of Thirty Thousand Dollars (\$30,000.00) towards the rehabilitation of the Project for a total amount of NSP funds of **One Hundred Fifteen Thousand Ninety- Five Dollars (\$115,095.00).**

Except as set forth herein, paragraph 2 remains the same.

3. <u>Section 1, Paragraph 3, entitled "Deferred Loan- Execution of Note, Mortgage, and Restrictive Covenant"</u> is hereby amended to reflect the previous execution of the original loan documents and the execution of the amended loan documents to reflect the loan of the additional NSP funds as follows:

To evidence the use of NSP funds invested in the Property, CCCFH executed a promissory note in favor of the City in the original amount of Two Hundred Twenty Five Thousand Nine Hundred Fourteen Dollars (\$225,914.00); a mortgage dated February 11, 2020 and recorded February 26, 2020 as Document Number 20200124672; and an Amended and Restated Declaration of Restrictive Covenant Containing Land Use and Income Restrictions dated February 11, 2020 and recorded February 26, 2020 as Document Number 20200124673, which sets forth various covenants restricting the use of the Property to provide affordable housing to Low-Income households at LOW HOME rents, as shown on **Exhibit "B"**, for a period of thirty

years (30) (the "Affordability Period"). This 30 year Affordability Period for the Property will begin on the date of the first lease of the home to a Low-Income household.

CCCFH has requested and the City has agreed to loan CCCFH the additional amount of \$30,000.00. Accordingly, CCCFH shall execute various amended loan documents reflecting this additional loan amount including this First Amendment, a First Note and Mortgage Modification Agreement, a Second Amended and Restated Declaration of Restrictive Covenant Containing Land Use and Income Restrictions, and other loan documents required to complete this transaction as requested by the City. CCCFH shall execute a First Note and Mortgage Modification Agreement in favor of the City substantially in the form attached hereto as **Exhibit "D-1"** and incorporated herein by reference. The First Note and Mortgage Modification Agreement will amend and increase the Note to \$255,914 and will modify the Mortgage to include the additional amounts loaned under the Note as an additional obligation secured thereby. CCCFH shall also execute a Second Amended and Restated Declaration of Restrictive Covenant Containing Land Use and Income Restrictions, which is attached hereto as **Exhibit "E-1"**.

No payment shall be due to the City during the term of the Note and Mortgage, as amended by the First Note and Mortgage Modification Agreement and Second Amended and Restated Declaration of Restrictive Covenant Containing Land Use and Income Restrictions (herein the Note and Mortgage, as amended by the First Note and Mortgage Modification Agreement and Second Amended and Restated Declaration of Restrictive Covenant Containing Land Use and Income Restrictions and other loan documents will be referred to as the "Loan Documents"), so long as CCCFH does not commit an Event of Default, as later defined herein. However, upon the occurrence of an Event of Default, the City shall be free to exercise all remedies available at law or in equity including those contained in this Agreement, such that CCCFH must repay to City all amounts due under the Note, as amended due to the outstanding principal balance becoming immediately due and payable, at the City's election. Provided there is no Event of Default, CCCFH shall not be required to make any payment to City pursuant to the Loan Documents. Upon expiration of the Affordability Period for the Property and compliance with all of the terms of the NSP Agreement, as amended by this First Amendment and the other Loan Documents, the City will cancel the note and restrictive covenant and satisfy the mortgage for the Property.

Except as set forth herein, paragraph 3 remains the same.

4. <u>Section 1, Paragraph 4 entitled "Statement of Work/Project Description"</u> is hereby amended to add the scope of work and budget for the additional funds as follows:

CCCFH will use the additional NSP funds towards the rehabilitation of the Property in accordance with the scope of work and budget attached as **Exhibit "F-1"** (the scope of work and budget set forth in **Exhibit "F"** and "**F-1"** is collectively the "Project") attached hereto and made a part hereof by this reference.

Except as set forth herein, paragraph 4 remains the same.

5. <u>Section 1, Paragraph 5 entitled "Goals and Performance Measures;</u> <u>Implementation Schedule"</u> is hereby amended to extend and allow additional time for CCCFH to rehabilitate the Property as follows:

CCCFH agrees to work diligently towards the completion of the Project and complete the Project with a final inspection by the City by December 31, 2021.

Except as set forth herein, paragraph 5 remains the same.

6. **Section 1, Paragraph 6 entitled "Expenditure of Funds/Budget"** is hereby amended to reflect the City's loan of the additional funds to CCCFH as follows:

CCCFH shall use the loan proceeds for eligible expenses permitted under the NSP and CDBG regulations, and in accordance with the Budget attached hereto as **Exhibit "F" and "F-1"** and made a part hereof by this reference. CCCFH shall be responsible for any cost overruns over **\$115,095.00**.

Except as set forth herein, paragraph 6 remains the same.

7. <u>Section 1, Paragraph 8 entitled "Rental Requirements", subsection (c)</u> is hereby amended to reflect the current 2021 LOW HOME rents as follows:

LOW HOME RENTS

3 bedroom unit at \$992.00 Less utilities at 161.00 \$831.00

Except as set forth herein, paragraph 8 remains the same.

8. <u>Section 2, Paragraph 9 entitled "Payment Procedures/Reimbursement of Funds"</u> is hereby amended to reflect the increased Budget due to the loan of additional funds as follows:

Reimbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in the Budget, attached hereto as **Exhibit "F"** and **Exhibit "F-1"** and for which CCCFH has made payment.

Except as set forth herein, paragraph 9 remains the same.

9. <u>Section 8, Paragraph 5 entitled "Entire Agreement/Modification"</u> is hereby amended as follows:

The NSP Agreement, together with all of the Exhibits in the NSP Agreement, as amended by this First Amendment and Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements previously made with respect to such subject matter, whether written or verbal, are merged herein. This NSP

Agreement, as amended by the First Amendment, may only be modified in writing, signed by both of the parties hereto.

10. Except as set forth herein, all of Agreement executed February 13, 2020 shall	the terms and conditions set forth in the original NSP remain in full force an effect.
IN WITNESS WHEREOF, the pa	rties hereto have executed this First Amendment on the
ATTEST:	City of Orlando, Florida, a municipal corporation, organized and existing under the
By:	1 0
By:Stephanie Herdocia, City Clerk	D.
	By: Mayor / Mayor Pro Tem
	Date:
STATE OF FLORIDA COUNTY OF ORANGE	
	ed before me this day of, 2021, by, by means of physical presence, well known
to me to be the Mayor/Mayor Pro Tem and	the City Clerk, respectively, of the City of Orlando, and ecuted the foregoing instrument on behalf of the City of
	Notary Public
	Print Name:
	Catholic Charities of Central Florida Housing, Inc., a Florida not-for-profit corporation (Corporate Seal)
	By:
	Gary Tester, President
	Date:
STATE OF FLORIDA COUNTY OF ORANGE	
presence or online notarization, this President of Catholic Charities of Cent	was acknowledged before me, by means of physical substitution physical substitution physical physical substitution physical substitution physical physical physical substitution physical physic
	NOTARY PUBLIC
	Print Name:

APPROVED AS TO FORM AND LEGALITY

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 6, Block E, ENGLEWOOD PARK, Unit No. 2, according to the Plat thereof, as recorded in Plat Book T, Page 136, of the Public Records of Orange County, Florida.

Exhibit "B"

STANDARDS OF ELIGIBILITY

PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE SAID SERVICES AS ESTABLISHED BY THE U.S. DEPARTMENT OF HOUSING AND

URBAN DEVELOPMENT (HUD) Effective Starting June 1, 2021

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
50% Limits CDBG CONSIDERS INCOMES BELOW 50% TO BE LOW INCOME	26,750	30,550	34,350	38,150	41,250	44,300	47,350	50,400
80% Limits CDBG CONSIDERS ANY INCOME BELOW 80% TO BE MODERATE INCOME	42,750	48,850	54,950	61,050	65,950	70,850	75,750	80,600

2021 LOW HOME* MONTHLY RENT LIMITS

Efficiency	1 BR	2BR	3BR	4BR
\$668.00	\$716.00	\$858.00	\$992.00	\$1,107.00

* U.S. Dept. of HUD Orlando-Kissimmee-Sanford, FL MSA Effective Date June 1, 2021

Exhibit "D-1"

PREPARED BY AND RETURN TO:

Lisa R. Pearson Chief Assistant City Attorney City of Orlando 400 South Orange Ave. Orlando, FL 32801 Phone: (407) 246-2295

FIRST NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS FIRST NOTE AND MORTGAGE MODIFICATION AGREEMENT (hereinafter referred to as the "Agreement") dated this ___ day of ______, 2021, by and between Catholic Charities of Central Florida Housing, Inc. (hereinafter referred to as "Borrower"), a Florida not-for-profit corporations with a principal address of 1819 N. Semoran Blvd., Orlando, FL, 32807, and the City of Orlando, a Florida municipal corporation, with a principal address of 400 South Orange Avenue, Florida 32801 (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, Borrower previously executed and delivered that certain original promissory note dated February 11, 2020 in the original principal amount of **Two Hundred Twenty-Five Thousand Nine Hundred Fourteen Dollars** (\$225,914.00) (the "Note"), a copy of which is attached hereto as **Exhibit** "A" and incorporated herein by this reference;

WHEREAS, to secure repayment of the Note, the Borrower executed and delivered that certain Mortgage and Security Agreement (hereinafter referred to as the "Mortgage"), recorded February 26, 2020, as Document No. 20200124672 in the Public Records of Orange County, Florida, a copy of which is attached hereto as **Exhibit "B"** and incorporated herein by this reference;

WHEREAS, Borrower has requested Lender to make certain amendments to the Note, including increasing the principal amount to **Two Hundred Fifty-Five Thousand Nine Hundred Fourteen Dollars (\$255,914.00)** to evidence an additional advance in the amount of \$30,000 (herein collectively the "Note") made by Lender to Borrower;

WHEREAS, the Mortgage, as amended by this First Note and Mortgage Modification Agreement (herein collectively the "Mortgage") will secure payment of the both the original principal amount of the Note of \$225,914.00 and the additional loan amount of \$30,000 for a total of **Two Hundred Fifty-Five Thousand Nine Hundred Fourteen Dollars** (\$255,914.00) and certain other obligations more particularly described in the Mortgage; and

WHEREAS, Borrower and Lender desire to secure repayment of the additional amounts advanced to be secured by this Mortgage.

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Borrower and Lender agree as follows:

- 1. <u>Recitals.</u> The above recitals are true and correct, are incorporated herein by reference and are made a part hereof for all purposes.
- 2. **<u>Due Date.</u>** The due date for the Note is amended to December 31, 2051.
- 3. <u>Loan Documents</u>. The term "Loan Documents" shall be amended to also include the Note, Mortgage, Amended Declaration of Restrictive Covenant Containing Land Use and Income Restrictions, First Note and Mortgage Modification Agreement, the First Amendment to the NSP Agreement, and the Second Amended Declaration of Restrictive Covenant Containing Land Use and Income Restrictions, and other documents executed in connection with this Project.
- 4. <u>Mortgage and Security Agreement</u>. The Mortgage is hereby amended to also secure payment of the additional advances made in the amount of *Thirty Thousand Dollars* (\$30,000.00). Accordingly, the Mortgage secures the original principal amount of \$225,914.00 plus the additional increase of \$30,000 for the entire Note amount of \$255,914.00.
- 5. <u>Other Provisions.</u> Except as set forth in this Agreement, all other terms, conditions, and obligations set forth in the Note and the Mortgage shall remain in full force and effect.
- 6. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provisions hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or of the remaining provisions of this Agreement.
- 7. <u>Headings.</u> The headings of the paragraphs contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.
- 8. <u>Governing Law.</u> All questions with respect to the construction of this Agreement, and the rights and liabilities of the parties to this Agreement, shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Borrower has caused this First Note and Mortgage Modification Agreement to be duly executed as of the date first set forth above.

Signatures Continue On Next Page

ATTEST:	CITY OF ORLANDO, FLORIDA, a municipal
Dyn	corporation, organized and existing under the laws of the State of Florida
By:	of the State of Florida
Stephanie Herdocia, City Clerk	_
	By: Mayor / Mayor Pro Tem
	Mayor / Mayor Pro Tem
	Date:
STATE OF FLORIDA	
	age Modification Agreement was acknowledged before me
The foregoing First Note and Mortg this day of, 2021, by means of physical presence, well known respectively, of the City of Orlando, and wh	age Modification Agreement was acknowledged before me and, by to me to be the Mayor/Mayor Pro Tem and City Clerk o acknowledged before me that they executed the foregoing as its true act and deed, that they were duly authorized to de

Signatures Continue On Next Page

Signed in the presence of Two Witnesses:	Catholic Charities of Central Florida, Inc., (Seal)
	By: Gary Tester, President
Si amotrumo	Gary Tester, President
Signature Print Name:	Date:
Signature	
Print Name:	
CORPO	ORATE ACKNOWLEDGMENT
STATE OF FLORIDA COUNTY OF ORANGE	
presence, by Gary Tester, as President of Catho	before me this day of, 2021, by means of physical plic Charities of Central Florida, Inc., a Florida not-for-profit corporation has produced as identification.
	NOTARY PUBLIC
	Print Name:
	My Commission Expires:
	APPROVED AS TO FORM AND LEGALITY
	for the use and reliance of the
	City of Orlando, Florida, only.
	Chief Assistant City Attorney

THIS DOCUMENT IS EXEMPT FROM THE PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX PURSUANT TO SECTION 199.183(1), FLORIDA STATUTES

Exhibit "E-1"

PREPARED BY AND RETURN TO:

Lisa R. Pearson Chief Assistant City Attorney City of Orlando 400 South Orange Avenue Orlando, FL 32801 Phone: (407) 246-2295

SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANT CONTAINING LAND USE AND INCOME RESTRICTIONS

THIS SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANT CONTAINING LAND USE AND INCOME RESTRICTIONS is made this _____ day of ______, 2021, by Catholic Charities of Central Florida Housing, Inc., a Florida not-for-profit corporation, with a mailing address of 1819 N. Semoran Blvd, Orlando, FL 32807 (hereinafter "CCCFH") in favor of the City of Orlando, a Florida municipal corporation (hereinafter referred to as "City").

WHEREAS, Title III of Division B of the Housing and Economic Recovery Act, as amended, ("HERA") appropriated funding for the redevelopment of abandoned and foreclosed homes;

WHEREAS, the grant program established under HERA established a third round of funding commonly referred to as the Neighborhood Stabilization Program 3 (herein referred to as "NSP") and is administered by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, the grant funds awarded by HUD are considered a special allocation of Community Development Block Grant funds ("CDBG");

WHEREAS, the City has been designated by the United States Department of Housing and Urban Development ("HUD") as an entitlement community for the receipt and use of Community Development Block Grant ("CDBG") funds, as provided in 24 CFR part 570;

WHEREAS, CCCFH is the current owner of the Property located at 5925 Danube Way, Orlando, Fl 32807 and more particularly described as follows:

LEGAL DESCRIPTION

Lot 6, Block 3, ENGLEWOOD PARK, Unit No. 2, according to the Plat thereof, as recorded in Plat Book T, Page 136, of the Public Records of Orange County, Florida.

(hereinafter the "Property");

WHEREAS, prior to CCCFH becoming the owner of the Property, NSP funds were used to acquire the Property in 2014 and due to the City's investment of NSP funds in the Property, a Declaration of Restrictive Covenant Containing Land Use and Income Restrictions was recorded against the Property on February 4, 2014 in Official Records Book 10698, Page 2404, of the Public Records of Orange County, Florida, which was amended by an Amended and Restated Declaration of Restrictive Covenant Containing Land Use and Income Restrictions recorded on February 26, 2020 as Document Number 20200124673;

WHEREAS, CCCFH and the City entered into a NSP Agreement dated February 13, 2020, a copy of which is on file with the City Clerk's Office in the City of Orlando, the definitions, terms and conditions of which are incorporated herein by reference, which provided for the terms and conditions of the City's transfer of the Property to CCCFH and the City's loan to CCCFH of additional funds for the rehabilitation of the Property, and to insure that CCCFH will provide affordable housing to Low-Income households at LOW HOME rents in compliance with NSP regulations and NSP Agreement, which was amended by that First Amendment to NSP Agreement dated _______ 2021;

WHEREAS, due to these investments of NSP funds, CCCFH must use the Property to provide affordable housing for those who are Low- Income households at LOW HOME rents for a period of not less than thirty years (30) years which time period will begin on the date of the first lease of the Property to a Low-Income household at LOW HOME rents and will terminate 30 years from that date (the "Affordability Period"); and

WHEREAS, CCCFH and the City wish to ensure that the Property continues to be used as affordable housing for Low- Income households for this period, regardless of any subsequent changes in ownership of the Property.

NOW, THEREFORE, CCCFH declares that said Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenant hereinafter set forth expressly and exclusively for the use and benefit of said Property and for each and every person or entity who now or in the future owns any portion of the Property.

1. **RESTRICTION OF USE.** The Property shall be used to provide affordable housing for those who are Low- Income households (as defined by the CDBG program who are persons 50% of median income or less within the Orlando Metropolitan Statistical Area) at LOW HOME rents as described in the NSP Agreement between the parties. The NSP Agreement executed by and between the City and CCCFH dated February 13, 2020, as amended by that First Amendment to NSP Agreement dated ______ are both on file with the City Clerk's Office and the City's Housing and Community Development Department, and contain additional requirements and restrictions and are hereby incorporated herein by reference and made a part hereof, including the term and definitions contained therein. All terms not defined herein shall have the same meaning described in the NSP Agreement, as amended.

If CCCFH sells, transfers, encumbers, or conveys the Property or fails to use the Property as set forth herein and as required by the City for the thirty year Affordability Period, then CCCFH must reimburse the City an amount equal to the tax–assessed value or the Property as reflected in the Note and Mortgage executed in connection with this project.

- 2. **BINDING NATURE OF COVENANTS.** This covenant is to run with the land until the end of the Affordability Period and shall be binding on all parties and all persons claiming under them.
- 3. **ENFORCEMENT OF DECLARATION OF RESTRICTIVE COVENANT.**Enforcement of the foregoing restrictive covenant shall be by proceedings at law or in equity against any person or persons violating or attempting to violate such covenant to restrain violation. Such action may be brought by the City of Orlando or by HUD.
- 4. <u>ATTORNEYS' FEES.</u> Any person who successfully brings an action for enforcement of this Declaration shall be entitled to recover attorneys' fees and costs for such action, including any successful appellate proceedings, from the then owner of the Property.

IN WITNESS WHEREOF, CCCFH has executed this Second Amended and Restated Declaration of Restrictive Covenant Containing Land Use and Income Restrictions, the day and year as indicated below.

Signatures Continue on Following Page

Catholic Charities of Central Florida Housing, Signed, sealed and delivered **Inc.**, a Florida not-for-profit corporation in the presence of two witnesses: (CORPORATE SEAL) By: ______ Gary Tester, President Print Name: _____ Print Name: _____ Date: **CORPORATE ACKNOWLEDGMENT** STATE OF FLORIDA COUNTY OF ORANGE The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2021, by Gary Tester, as President of Catholic Charities of Central Florida Housing, Inc., a Florida not-for-profit corporation. He/She is personally known to me or who has produced _____ as identification. Notary Public Signature Printed Signature: My Commission Expires:

Exhibit "F"

5925 Danube Way - Scope of Work	Amount	
Ovation Supervision / General Conditions	\$6,000.00	
Dumpster	\$600.00	
General Cleaning	\$1,000.00	
EXTERIOR		
Tree trimming required	\$4,000.00	
Fence replacement (Chain), 4' Tall	\$1,200.00	
Fence replacement (Wood)	\$3,600.00	
Repair Soffit 2"	\$480.00	
Repair siding (Wood)	\$4,160.00	
Repair garage door frame	\$320.00	
Repair cracked tile	\$100.00	
Repair missing screen for crawlspace	\$100.00	
Front gate repair	\$650.00	
LIVING ROOM		
Polish Wood Floors	\$2,600.00	
Closet Door Missing Hardware	\$700.00	
Window repair 3' x 2'	\$320.00	
KITCHEN		
Ceiling repair	\$800.00	
Replace appliances (Stove / Microwave / Dishwasher / Refrigerator)	\$3,270.00	
Replace counter top	\$2,500.00	
FAMILY ROOM		
Ceiling repair	\$850.00	
New windows 2(6' x 5') 1(3' x 3')	\$2,760.00	
Weather proofing door	\$75.00	
Door frame repair x 2	\$550.00	
MASTER BEDROOM & BATHROOM		
Cleaning (bathroom)	\$200.00	
New door (bathroom)	\$280.00	

Tub (bathroom) Clean Stain	TBD
Door repair	\$280.00
Wall base & Wall	\$225.00
Painting	\$280.00
BEDROOM #1	
New closet doors	\$300.00
New door (bathroom)	\$350.00
BEDROOM #2 & BATHROOM	
New closet door	\$300.00
Door hardware	\$125.00
GARAGE	
Dry wall repair & Paint	\$720.00
New Washer & Dryer	\$1,300.00
Door frame repair	\$280.00
New door frame	\$200.00
MISCELLANEOUS	
Electrical	TBD
HVAC	\$5,800.00
TOTAL HARD COST:	\$47,275.00
General Contractor Overhead/Profit/Insurance (20%):	\$9,455.00
PROJECT TOTAL	\$56,730.00
Contingency	\$28,365.00
TOTAL PROJECT COST:	\$85,095.00

Exhibit "F-1"

5925 Danube Way. Additional Funds request	Amount
Window replacement all	\$17,391.00
Replace all Soffit	\$4,135.68
Additional Landscaping	\$1,187.00
Flooring	\$5,142.59
Project Total	\$27,856.27
Contingency	\$2,143.73
Total Project Cost	\$30,000.00