

**First Amendment to  
State Housing Initiatives Partnership Program Agreement  
Between  
City of Orlando  
And  
Catholic Charities of Central Florida Housing, Inc.**

This First Amendment to State Housing Initiatives Partnership Program Agreement (herein the "First Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 "City") and **Catholic Charities of Central Florida Housing, Inc.**, a Florida non-profit corporation, with a principal address of 1819 N. Semoran Blvd., Orlando Florida, 32807 (hereinafter referred to as "CCCFH" or "Borrower").

**W I T N E S S E T H:**

**WHEREAS**, the City is a participant in the State Housing Initiatives Partnership ("SHIP") program and has adopted a local housing assistance plan in furtherance of its goal of encouraging the production of safe, decent, and affordable housing for all the citizens of Orlando;

**WHEREAS**, CCCFH has submitted a proposal to utilize \$34,807.00 in SHIP funds to rehabilitate a 3 bedroom/2 bath single-family home located at 5192 Andrea Blvd., Orlando, FL 32807 on the property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Unit" or "Property");

**WHEREAS**, the City and CCCFH entered into a SHIP Agreement dated August 12, 2019, whereby the City agreed to loan \$34,807.00 in SHIP funds to CCCFH to rehabilitate the Property which was to be completed and rented to a Very- Low Income person by May 31, 2020;

**WHEREAS**, CCCFH has encountered some construction delays due to unforeseen circumstances and needs additional time to rehabilitate and rent the Property to a Very-Low Income person, as defined herein;

**WHEREAS**, the parties desire to enter into this First Amendment on the terms and conditions as set forth herein (herein the SHIP Agreement and this First Amendment shall collectively be referred to as the "Agreement").

**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:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein.

2. **Section 2, Paragraph 2** entitled "Use of SHIP Funds" is hereby amended by deleting the third and fourth sentences in their entirety and replaced with the following:

The Property must be 100% completed and rented by Eligible Persons by October 31, 2020.

3. **Section 2, Paragraph 2** entitled "Use of SHIP Funds" is hereby amended by deleting the last sentence in its entirety and replaced with the following:

The Property must be completely rehabilitated, rented, and occupied by Eligible Persons and all funds Expended by October 31, 2020.

5. **Section 8, Paragraph 1** entitled "Term" –The second sentence shall be deleted and replaced with the following:

However, if the Project is not completed and is not rented to Eligible Persons at Affordable rents by October 31, 2020, and the City has not consented to additional time, any SHIP funds disbursed under this Agreement shall be repaid by CCCFH to HCD within ten (10) days of the Housing Director's written request for said funds.

6. **Full Force and Effect.** Except as modified herein, all terms and conditions contained in the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties have executed this Agreement, each upon the date set forth next to his name.

**Signatures Continue On Next Page**

Signed in the presence of Two Witnesses:

**Catholic Charities of Central Florida Housing, Inc.**  
(Corporate Seal)

*David J. Ell*  
Signature

David J. Ell  
Print Name:

*Julie Yetter*  
Signature

Julie Yetter  
Print Name:

By: *Gary Tester*  
Gary Tester, President

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Agreement was acknowledged before me this 24 day of march, 2020, by means of  physical presence or  online notarization, by Gary Tester, as President of Catholic Charities of Central Florida Housing, Inc. He/She  is personally known to me or  who has produced \_\_\_\_\_ as identification.

*Martha Hernandez*  
NOTARY PUBLIC



Signatures Continue On Next Page

**ATTEST:**

**CITY OF ORLANDO**, a Florida municipal corporation

\_\_\_\_\_  
Denise Aldridge, City Clerk

By: \_\_\_\_\_  
Mayor/Mayor Pro Tem

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by means of  physical presence or  online notarization by \_\_\_\_\_ and \_\_\_\_\_, well known to me to be the Mayor/Mayor Pro Tem and City Clerk, respectively, of the City of Orlando, and who acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, that they were duly authorized so to do, and that they did take an oath.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

Approved as to form and legality  
for the use and reliance of the  
City of Orlando, Florida, only,  
this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Lisa Pearson, Esq.  
Chief Assistant City Attorney

**PREPARED BY AND RETURN TO:**

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

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
CONTAINING INCOME AND AFFORDABLE RENT RESTRICTIONS**

This **AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by **CATHOLIC CHARITIES OF CENTRAL FLORIDA HOUSING, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "Owner") in favor of the **CITY OF ORLANDO**, a Florida municipal corporation (hereinafter referred to as "City").

**WHEREAS**, the City has been designated by the State of Florida as an Eligible Municipality for the receipt and use of funds as provided by the State Housing Initiatives Partnership Program, as provided in §420.9072 *et seq.*, Fla. Stat. and Rule 67-37, Florida Administrative Code (hereinafter referred to as the "SHIP Program"); and,

**WHEREAS**, Owner is the fee owner of the single family home located in the City of Orlando, Florida, more particularly described as follows:

**Lot 9, Block D, DOVER MANOR, according to the Plat thereof as recorded in Plat Book 5, Page(s) 18-19, Public Records of Orange County, Florida.**

(hereinafter referred to as the "Property"); and,

**WHEREAS**, Owner applied for SHIP funds to rehabilitate the existing 3 bedroom/2 bath single-family-home on the Property which use is an eligible activity under the SHIP Program;

**WHEREAS**, since SHIP funds are being provided to rehabilitate the Property, SHIP regulations require that certain income and rent affordability requirements be imposed for a certain period of time on the Property; and

**WHEREAS**, Owner and City entered into a SHIP Program Agreement dated August 12, 2019, as amended by that First Amendment dated \_\_\_\_\_, 2020 to ensure

Owner would use the SHIP funds to rehabilitate the Property in compliance with SHIP regulations; and

**WHEREAS**, City and Owner wish to ensure to FHFC and the City that the Property will continue to be maintained as affordable housing for rent to Very-Low-Income persons at Affordable rents for a period of not less than fifteen (15) years, regardless of any subsequent changes in ownership of the Property.

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

1. **RESTRICTION OF USE TO AFFORDABLE HOUSING.** This Property is subject to all rules and regulations of the State Housing Initiatives Partnership Program as provided in Section 420.907 et. seq., Florida Statutes, and Rule 67-37, Florida Administrative Code (the SHIP Program), which is incorporated herein by reference as if fully set forth herein. Additionally, the Property shall only be rented to Very-Low-Income persons at Affordable rents all as from time to time defined by FHFC as such minimum and maximum rental rates determined by FHFC and approved by the City of Orlando's Housing and Community Development Department (HCD). The Very-Low-Income persons are those that have an Annual Gross Income that does not exceed fifty percent (50%) of the median income within the Orlando Metropolitan Statistical Area. The Property must at all times meet the property standards requirements, as set forth in the SHIP Program Agreement, as amended. In addition, those affordability, and rental and other restrictions contained in the SHIP Program Agreement executed by and between Owner, Catholic Charities of Central Florida Housing, Inc. and the City dated August 12, 2019, as amended by the First Amendment to Ship Agreement dated \_\_\_\_\_, 2020, both on file with the City Clerk's Office and HCD, are incorporated herein by this reference and made a part hereof, including the terms and definitions contained therein. A copy of this SHIP Program Agreement and First Amendment can be found in the City Clerk's Office and/or HCD of the City of Orlando located at City Hall, 400 South Orange Avenue, Orlando, Florida 32801. All terms shall have the definition and meaning ascribed to such terms in the SHIP Program Agreement, as amended, and in the applicable rules and regulations of the SHIP Program.

2. **RIGHT OF FIRST REFUSAL.** SHIP regulations require that if the Property is offered for sale before the end of the fifteen year Affordability Period, Owner shall grant an eligible non-profit organization approved by the City, a right of first refusal to purchase the Property at current market value for continued occupancy for Very-Low-Income persons at Affordable rents as such rents are determined annually by FHFC.

3. **BINDING NATURE OF COVENANTS.** This covenant shall run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date of Project Completion (the "Affordability Period") as defined in the SHIP Program Agreement, as amended, between Catholic Charities of Central Florida Housing, Inc. and the City.

4. **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, the Florida Housing Finance Corporation or its successor, or HUD.

5. **ATTORNEYS' FEES.** Any person who successfully brings an action for enforcement of this restrictive covenant shall be entitled to recover attorneys' fees and costs for such action, including any successful appellate proceedings, from the then owner of the affected portion or portions of the Property.

**IN WITNESS WHEREOF,** Owner has executed this Declaration of Covenants and Restrictions, the day and year first above written.

**Signed in the presence of Two Witnesses:**

**CATHOLIC CHARITIES OF CENTRAL FLORIDA HOUSING, INC. (Corporate Seal)**

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

By: Gary Tester  
Gary Tester, President

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by means of  physical presence or  online notarization by **Gary Tester**, as President of Catholic

Charities of Central Florida Housing, Inc. He/She  is personally known to me or  who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC