

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** First Amendment to SHIP/HOME Program Community Housing Development Organization Subrecipient Agreement Among Seminole County The Center for Affordable Housing, Inc. and Lisa Merlin House, Inc. for Program Years 2001-2002, 2003-2004 and 2004-2005

**DEPARTMENT:** Community Services      **DIVISION:** Community Assistance  
Phillip C. Stalvey, Director                      David Medley, Manager

**AUTHORIZED BY:** Phillip C. Stalvey      **CONTACT:** David Medley *[Signature]*      **EXT.** 3363

|  |   |  |   |
|--|---|--|---|
| <b>Agenda Date</b> <u>06/27/2006</u>     | <b>Regular</b> <input type="checkbox"/>               | <b>Consent</b> <input checked="" type="checkbox"/> | <b>Work Session</b> <input type="checkbox"/>          |
| <b>Briefing</b> <input type="checkbox"/> | <b>Public Hearing – 1:30</b> <input type="checkbox"/> |  | <b>Public Hearing – 7:00</b> <input type="checkbox"/> |

**MOTION/RECOMMENDATION:**

Approve and Authorize the Chairman to execute the First Amendment to the SHIP/HOME Program Community Housing Development Organization Subrecipient Agreement among Seminole County, The Center for Affordable Housing, Inc. and Lisa Merlin House, Inc. for Program Years 2001-2002, 2003-2004 and 2004-2005.

**(District 4 – Carlton D. Henley)**

**BACKGROUND:**

On May 12, 2005, the Board of County Commissioners entered into an Agreement among the Center for Affordable Housing, Inc. (Center), Inc. and Lisa Merlin House Inc. (Merlin), to construct a new facility (group home) containing a minimum of six (6) residential transitional housing units to be occupied by very low income women who are recovering from alcohol, substance abuse, emotional, physical, or sexual abuse and their legally dependent children.

The existing Agreement requires construction completion, obtaining a certificate of occupancy and Merlin's assumption of the SHIP/HOME Mortgage by no later than June 30, 2006. Although the project is progressing, it has been extremely vulnerable to delays due to such issues as obtaining and scheduling of in-kind suppliers, challenges with contractor involvement (ability to acquire necessary subcontractors), and the affect of the previous hurricane season.

The Center and Merlin have therefore requested (see attached letter) an extension of time from June 30, 2006 to October 31, 2006 to complete the project, receive a Certificate of Occupancy and for Merlin's assumption of the mortgage.

|                                 |
|---------------------------------|
| Reviewed by: <i>[Signature]</i> |
| Co Atty: <i>[Signature]</i>     |
| DFS: _____                      |
| Other: _____                    |
| DCM: <i>[Signature]</i>         |
| CM: <i>[Signature]</i>          |
| File No. <u>ccscacd01</u>       |

The Amendment which extends the time of completion to October 31, 2006, requires a revision to the Scope of Services, and amended recordings on the land records for the previously recorded HOME/SHIP Program Deferred Payment Promissory Note, Mortgage Deed, and Restrictive Use Covenant. Additional changes are required due to transfer of this program from the Planning and Development Department to the Community Services Department.

**Staff Recommendation:**

Staff recommends the Board approve and authorize the Chairman to execute the First Amendment to SHIP/HOME Program Community Housing Development Organization Subrecipient Agreement Among Seminole County, The Center for Affordable Housing, Inc. and Lisa Merlin House, Inc. for Program Years 2001-2002, 2003-2004 and 2004-2005

Attachments:            Letter from the Center for Affordable Housing  
                                 First Amendment to SHIP/HOME Program Community Housing  
                                 Development Organization Subrecipient Agreement Among  
                                 Seminole County, The Center for Affordable Housing, Inc. and Lisa  
                                 Merlin House, Inc. for Program Years 2001-2002, 2003-2004 and  
                                 2004-2005

**FIRST AMENDMENT TO SHIP/HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION SUBRECIPIENT AGREEMENT AMONG SEMINOLE COUNTY, THE CENTER FOR AFFORDABLE HOUSING, INC. AND LISA MERLIN HOUSE, INC. FOR PROGRAM YEARS 2001-2002, 2003-2004 AND 2004-2005**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain SHIP/HOME Program Community Housing Development Organization Subrecipient Agreement dated May 12, 2005 (the "Agreement") among **THE CENTER FOR AFFORDABLE HOUSING, INC.**, a Florida non-profit corporation, whose mailing address is 2524 South Park Drive, Sanford, Florida 32771, hereinafter referred to as "CENTER", and **LISA MERLING HOUSE, INC.**, a Florida non-profit corporation, whose mailing address is 3191 North Pine Hills Road, Orlando, Florida 32808, hereinafter referred to as "MERLIN", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

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

**WHEREAS**, the parties entered into the above referenced Agreement with the expectation that the project described and financed therein would be completed by June 30, 2006, by which time MERLIN was further obligated to assume the mortgage and promissory note held by COUNTY by execution of appropriate documents; and

**WHEREAS**, circumstances now require that the time for Project completion and for performance of all required tasks by CENTER and MERLIN be extended to October 31, 2006, both within the text of the Agreement and in the Exhibits thereto; and

**WHEREAS**, internal reorganization of certain COUNTY departments now requires that definitions pertaining to the division and

department responsible for COUNTY's performance be amended to accurately reflect such changes; and

**WHEREAS**, the replat of the parcel upon which the Project is located further requires amending the legal description contained in the proposed form of Amended Mortgage and Promissory Note comprising Composite Exhibit "F" to the Agreement which must be assumed by MERLIN,

**NOW, THEREFORE**, in consideration of the foregoing recitals, mutual understandings and agreements contained herein, the parties hereto agree to amend the Agreement as follows:

1. Section 2 of the Agreement (Definitions) shall be amended by the following revisions to paragraphs (c), (e), (g), (h), (l) and (m) therein and shall henceforth read as follows:

(c) "CD Administrator" means the Community Resources Assistance Division Manager or ~~their~~ his designee."

(e) "County Approval" means written approval by the ~~Planning and Development~~ Community Services Director, Community Resources Assistance Division Manager, or their designee."

(g) "Mortgage" or "Amended Mortgage" shall mean that certain Amended Mortgage Deed and Amended Deferred Payment Promissory Note to be executed by CENTER in favor of the COUNTY ~~contemporaneously with execution of this Agreement,~~ and assumed by MERLIN pertaining to the financing of acquisition and improvements to the Property pursuant to this Agreement. The Amended Mortgage Deed and Amended Deferred Payment Promissory Note shall be in the form attached as Composite Exhibit "F" to the Agreement, as amended and restated by Revised Exhibit "F" to this

First Amendment to said Agreement. The purpose of the Mortgage is to amend and correct certain terms of the Previous Mortgage.

(h) "Planning Community Services Department" means the COUNTY's ~~Planning and Development~~ Community Services Department Director or his ~~or her~~ designee.

(l) "Property" ~~or "Properties"~~ shall mean ~~these~~ the real property ~~parcels~~ parcel located at ~~88 and 100~~ 96 Plumosa Avenue, Casselberry, Florida 32707, ~~and currently identified as parcels numbers 08-21-30-5BL-HF00-0060 and 08-21-30-5BL-HF00-006A and which are or hereafter shall be replatted as one parcel, as more particularly described herein and in the attached Exhibits~~ described as:

LOT 1, PLAT OF LISA MERLIN HOUSE, INC., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGE 20 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification NO. 08-21-30-535-0000-0010.

(m) "Restrictive Use Covenant" shall mean that certain instrument in the form attached hereto as Revised Exhibit "G" to the First Amendment to be executed by CENTER and MERLIN which limits use of the Property to only Affordability Housing Purposes for the duration of the Affordability Period.

2. Section 3 of the Agreement (Statement of Work) is hereby amended to correct minor scrivener's errors, ambiguities, and to extend the Project completion date to October 31, 2006. Accordingly, that Section shall henceforth read as follows:

**Section 3. Statement of Work.**

(a) CENTER, in a manner satisfactory to the COUNTY, shall perform all Property acquisitions and services described in this subsection and

more fully detailed in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of CENTER. Such responsibilities and duties shall include the following:

- (1) acquisition of the ~~Properties~~ Property in its capacity as a Community ~~Development~~ Housing Development Organization (CHDO);
- (2) site development coordination including obtaining of all necessary governmental zoning approvals and permits;
- (3) timely procurement of specified leveraged funding as specified herein and in the Previous Agreement;
- (4) upon ~~substantial~~ completion of Project construction and obtaining a certificate of occupancy, transfer title of the ~~Properties~~ Property to MERLIN;
- (5) execute documents, in form and content acceptable to COUNTY, for MERLIN's assumption of the Mortgage and the Restrictive Use Covenant.

For performance of the above described tasks and recovery of costs associated therewith, CENTER shall be entitled to payment from MERLIN and from the funding sources described herein of the sum of TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00).

(b) MERLIN shall be responsible for performance, by itself or by persons or instrumentalities solely under the dominion and control of MERLIN, of all of the functions and services assigned to it under Exhibit "A" and for the following:

- (1) cooperating fully with CENTER in the performance of its responsibilities under this Agreement;
- (2) taking all necessary steps to insure completion of Project design and construction by no later than ~~June 30, 2006~~ October 31, 2006;
- (3) obtaining all leveraged funding as specified in Section 6 of this Agreement;
- (4) Upon substantial completion of Project construction, becoming record titleholder of the Property;
- (5) assume the Amended Mortgage authorized in this Agreement by execution of an assumption agreement in a form and with content acceptable to the COUNTY;
- (6) pay reasonable compensation to CENTER as set forth in paragraph 3 above for its role in Property acquisition, obtaining HOME and SHIP funding and obtaining required governmental approvals;
- (7) operation of the Project in conformance with all Federal, State and local laws and regulations;
- (8) strict adherence to all terms and conditions of this Agreement, all assumed financial obligations, the Affordable Housing Purposes and Affordability Period.

3. Section 4 of the Agreement (Term) is hereby amended to read as follows:

**Section 4. Term.** This Agreement shall be effective upon its execution by all parties. It is acknowledged and agreed to by all parties that CENTER has timely performed its obligation to acquire the ~~Properties~~ Property and obtained the necessary zoning approvals from the

City of Casselberry. CENTER and MERLIN shall complete all other services required by this Agreement on or before ~~June 30, 2006~~ October 31, 2006.

This Agreement shall remain in full force and effect for the duration of the Affordability Period. CENTER shall complete all services required by this Agreement in accordance with the following schedule:

By June 30, 2005 Meet with County Project Manager to review terms of this Agreement;

By ~~June 30, 2006~~ October 31, 2006 Complete construction of the Project to include at least six (6) units of affordable housing; transfer of Property title from CENTER to MERLIN and assumption of Mortgages by MERLIN.

The Affordability Period of the six (6) units reserved for Affordable Housing Purposes shall be for a term of twenty (20) years, i.e., until ~~June 30, 2026~~ October 31, 2026 or the twentieth anniversary from the date a certificate of occupancy is obtained for the facility, whichever is later.

4. Sections 5, 10 and 15 of the Agreement are hereby amended to revise all references to the Project completion date from June 30, 2006 to October 31, 2006, and to revise all references to the deadline for submission of the Project completion final statement of Project costs for goods and services from July 15, 2006 to November 15, 2006.

5. Section 5(j) of the Agreement is hereby further amended and in conjunction with the amendment effected by Section 3, above, shall henceforth read as follows:

(j) CENTER shall, ~~contemporaneously with~~ no later than completion of construction and obtaining a certificate of occupancy or ~~June 30, 2006~~ October 31, 2006, whichever is ~~earlier~~ later, transfer



record title to the ~~Properties~~ Property and all Project related tangible personal property thereon to MERLIN. MERLIN shall be obligated to take title to same and to execute all necessary instruments therewith including particularly an assumption of mortgage agreement. The ~~Properties~~ Property shall not be leased by either CENTER or MERLIN to any other person or entity for the duration of the Affordability Period without the express, prior, written approval of the CD Administrator.

6. Section 24(b) of the Agreement is amended to read as follows:

(b) CENTER and MERLIN hereby certify that no officer, agent or employee of the COUNTY has any material interest, as defined in Section 112.312(15), Florida Statutes, either directly or indirectly, in the business of CENTER or MERLIN, and that no such person shall have any such interest at any time during the term of the Agreement.

7. Exhibit "A" to the Agreement, General Scope of Services, is hereby amended to read as set forth in Revised Exhibit "A", attached to this First Amendment.

8. Composite Exhibit "F" to the Agreement is hereby superseded and replaced in its entirety by Revised Composite Exhibit "F", attached to this First Amendment. CENTER shall execute and deliver the Amended Mortgage and Note attached hereto to COUNTY contemporaneously with COUNTY's approval of this First Amendment.

9. Exhibit "G" to the Agreement is hereby superseded and replaced in its entirety by Revised Exhibit "G", attached to this First Amendment. CENTER shall execute and deliver the revised

Restrictive Covenant attached hereto to COUNTY contemporaneously with COUNTY's approval of this First Amendment.

10. All other portions of the Agreement and its Exhibits not expressly amended or replaced by this First Amendment shall remain in full force and effect and binding upon all of the parties hereto.

11. **Headings.** All articles and descriptive headings of paragraphs in this First Amendment are inserted for convenience only and shall not affect the construction or interpretation hereof.

12. **Severability.** If any one or more of the covenants or provisions of this First Amendment to the Agreement, or amended hereby, shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be executed:

ATTEST:

THE CENTER FOR AFFORDABLE  
HOUSING, INC.

\_\_\_\_\_  
JOHN SWEENEY, Secretary

By: \_\_\_\_\_  
SUSAN CASWELL, President

[CORPORATE SEAL]

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

ATTEST:

LISA MERLIN HOUSE, INC.

\_\_\_\_\_  
JOSHUA KIRVEN, Secretary

By: \_\_\_\_\_  
LISA MERLIN, President

[CORPORATE SEAL]

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

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

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AWS/lpk  
5/16/06  
Lisa Merlin House-1am

Attachments:

- Revised Exhibit "A" - General Scope of Services
- Revised Composite Exhibit "F" - Amended Mortgage Deed and Promissory Note
- Revised Exhibit "G" - Amended Restrictive Use Covenant

This document was prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**This Instrument is given to  
Seminole County, Florida and  
is exempt from payment of all  
intangible personal property taxes  
pursuant to §§ 199.032 and  
199.183(1), Florida Statutes (2005)**

**EXHIBIT "A"**

**SEMINOLE COUNTY AFFORDABLE HOUSING PROGRAM  
HOME/SHIP PROGRAM AMENDED DEFERRED PAYMENT PROMISSORY NOTE**

**PRINCIPAL AMOUNT:** FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS  
(\$515,000.00)

**DATED DATE:** \_\_\_\_\_, 2006

**MATURITY DATE:** OCTOBER 31, 2026

**RATE OF INTEREST:** ZERO PERCENT (0.00%) PER ANNUM

**MAKER:** The Center For Affordable Housing, Inc.  
2524 South Park Drive  
Sanford, FL 32771

**HOLDER:** Seminole County Government  
1101 East First Street  
Sanford, FL. 32771

1. FOR VALUE RECEIVED, MAKER promises to pay to the order of the HOLDER the sum of FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$515,000.00) on OCTOBER 31, 2026, in lawful money of the United States, at 1101 East First Street, Sanford, Florida 32771, or at such other place as the HOLDER may designate in writing.

2. This Note is secured by that certain Mortgage of even date herewith given by MAKER on certain real property the address and legal description for which is as follows:

96 Plumosa Avenue  
Casselberry, Florida 32707

and legally described as:

LOT 1, PLAT OF LISA MERLIN HOUSE, INC., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGE 20 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification NO. 08-21-30-535-0000-0010

(the "Property").

3. This Amended Note and the obligations herein described are intended to update the legal description of the affected Property and to amend and correct certain terms and conditions of that Deferred Payment Promissory Note dated June 15, 2004 and recorded in Official Records Book 5356, pages 407 through 409, inclusive (the "Previous Note") and shall be regarded by all persons as intended by MAKER and HOLDER to continue the same lien, lien priority and security interest created by the Existing Note, to relate back and be deemed effective as of the date of execution thereof.

4. If the MAKER fails to use the Property in the manner as required by this instrument or the Amended Mortgage Deed, or shall be in default for any of the reasons set forth below, then all outstanding sums due under this Amended Note shall become immediately due and payable in full less any amounts that may have previously paid by MAKER.

5. An event of default hereunder shall include the following:

(a) Failure to pay the principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is sold, transferred, or conveyed prior to the maturity date or the expiration of the twenty (20) year Affordability Period, unless the obligation shall have been otherwise forgiven or satisfied or this instrument shall have been assumed by a successor entity upon proper endorsement and written approval of HOLDER.

(b) The sale, transfer, or refinancing of the subject Property by MAKER or MAKER's successors to persons or entities not approved by HOLDER within twenty (20) years of the date a certificate of occupancy is obtained for the newly constructed improvements on the Property or October 31, 2026, whichever is later (the "Affordability Period"). Sale of the Property shall not alter or terminate the Affordable Housing Purposes or the Affordability Period as defined in the Agreement.

(c) Leasing or renting of the six (6) reserved affordable housing units on the Property to persons other than income qualified, eligible clients as provided in the Agreement within the Affordability Period.

(d) The destruction or abandonment of the Property by MAKER or its successors.

(e) Failure to pay applicable property taxes on the Property and improvements.

(f) Failure to maintain adequate hazard insurance on the Property and improvements.

(g) Failure to comply with the terms and conditions of the accompanying Amended Mortgage Deed or the Restrictive Use Covenant, both of even date herewith.

6. The unpaid principal amount of this Note shall be reduced to zero (0) on October 31, 2026, or the twentieth anniversary of the issuance of a certificate of occupancy, whichever is later, provided that the MAKER has met all the terms and conditions regarding use and occupancy of the Property as set forth herein and the Amended Mortgage Deed.

7. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Amended Note without the payment of penalties or premiums, and thereby remove and satisfy the mortgage security interest on the Property in favor of this Amended Note, provided that the cost of removal thereof, plus all other fees involved, will be borne by the MAKER.

8. MAKER waives demand, protest, and notice of maturity, non-payment, or protest, and all other requirements necessary to hold it liable as a maker and endorser.

9. MAKER agrees to pay all costs of collections incurred by the HOLDER, including a reasonable attorney's fee, in case the principal of this Amended Note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

10. This Note shall be construed and enforced according to the laws of the State of Florida; upon default in payment of the principal when due, the whole sum of principal and any other remaining unpaid amount hereunder shall, together with accrued interest at the highest rate allowed by law, at the option of the HOLDER, become immediately due and payable.

11. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

**IN WITNESS WHEREOF**, the parties have executed their hands and seals on the day and year first above written.

ATTEST:

THE CENTER FOR AFFORDABLE HOUSING, INC.

\_\_\_\_\_  
JOHN SWEENEY, Secretary

By: \_\_\_\_\_  
SUSAN CASWELL, President

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

STATE OF FLORIDA     ]  
                                  ]  
COUNTY OF SEMINOLE    ]

I HEREBY CERTIFY that, on this \_\_\_\_ day of \_\_\_\_\_, 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SUSAN CASWELL, as President and JOHN SWEENEY, as Secretary, of the Center for Affordable Housing, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced \_\_\_\_\_ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_

NOTARY SEAL

REVISED EXHIBIT "A"

GENERAL SCOPE OF SERVICES  
RELATIVE TO  
THE CENTER FOR AFFORDABLE HOUSING, INC.  
AND LISA MERLIN HOUSE, INC.  
AFFORDABLE HOUSING PROJECT LOCATED AT  
96 PLUMOSA AVENUE, CASSELBERRY, FL. 32707

Capitalized words and terms herein shall have the same definitions and meanings ascribed to them in the Agreement to which this Exhibit is attached.

CENTER, in cooperation with MERLIN shall provide the following activities and services to address the Affordable Housing Purpose needs within Seminole County.

**PART A. PURPOSE AND AFFORDABILITY CRITERIA.**

1. CENTER, in close cooperation with MERLIN, shall acquire the ~~Properties~~ Property and procure the necessary zoning approvals for development of the Project. CENTER and MERLIN shall construct an all new living facility ~~(group home)~~ single room occupancy (SRO) group home containing seven (7) transitional rental housing units on the Property located at ~~88~~ 96 Plumosa Avenue, Casselberry, Florida. A minimum of six (6) residential units shall be funded by HOME and SHIP financing provided through the COUNTY and shall be expressly reserved exclusively for Affordable Housing Purposes as defined in the Agreement. ~~No housing units are to be produced at the adjoining 100 Plumosa Avenue Property, which The remaining portion of the Property shall be used for meeting space, administrative office and parking space. The residential units reserved for Affordable Housing Purposes are to be single room occupancy (SRO) and occupied by income eligible persons, limited to women of Low Income and Very Low Income, who are sixteen (16) years of age or older who are recovering from alcohol, substance, emotional, physical, or sexual abuse and their legally dependent children. Nothing herein shall be construed as disallowing occupancy of the one, non-subsidized unit by clients who are not within the definitions of Low Income or Very Low Income.~~

2. The six (6) affordable housing units are designated HOME Program assisted. CENTER and MERLIN shall comply with the provisions of the HOME regulations for these six (6) HOME assisted units in the following manner:

(a) No such units shall be occupied by households whose annual income exceeds eighty percent (80%) of the prevailing HUD established area median income for the Orlando MSA. In addition, the monthly rents on all units shall not exceed seventy-five percent (75%) of the prevailing Fair Market Rents (FMR) for "high HOME rents" as established by HUD.

(b) A minimum of twenty percent (20%) or a minimum of two (2) units shall be occupied by households whose annual incomes do not



exceed fifty percent (50%) of the prevailing area median income for the Orlando MSA. In addition, the monthly rents on these units shall not exceed the prevailing FMR for "low HOME rents" as established by HUD.

(c) A minimum of ninety percent (90%) of said units shall be occupied by households whose annual incomes do not exceed sixty-five percent (65%) of the prevailing area median income for the Orlando MSA. In addition, the monthly rents on these units shall not exceed seventy-five percent (75%) of the prevailing FMR for households at this income level, as established by HUD.

(d) At least one (1) affordable housing unit shall be accessible to individuals with mobility impairments, as defined by Section 504 of the Rehabilitation Act of 1973, and whose standards are cited in the Uniform Federal Accessibility Standards (UFAS).

(e) At least one (1) affordable housing unit shall be accessible to individuals with sensory impairments, as defined in Section 504 of the Rehabilitation Act of 1973, and whose standards are cited in the UFAS.

(f) All six (6) HOME assisted units shall be designated "fixed units" as defined in 24 CFR 92.252(j). CENTER shall identify these units to COUNTY before issuance of the Certificate of Occupancy of the facility.

(g) MERLIN shall provide for the necessary supportive services in a supervised environment at the group home.

3. The six (6) affordable housing units are also SHIP Program assisted. CENTER shall comply with the provisions of the SHIP regulations for the six (6) SHIP assisted units in the following manner:

(a) No affordable housing units shall be occupied by households whose annual incomes exceed eighty percent (80%) of the prevailing area median income for the Orlando MSA. In addition, the monthly rents on all units shall not exceed the prevailing Maximum Rents by Number of Bedrooms in Unit at this income level, as established by the State.

(b) A minimum of two (2) of said units shall be occupied by households whose annual incomes do not exceed fifty percent (50%) of the prevailing area median income for the Orlando MSA. In addition, the monthly rents on these units shall not exceed the prevailing Maximum Rents by Number of Bedrooms in Unit at this income level, as established by the State:

4. This property shall comply with 24 CFR 92.250 "Maximum Per-unit Subsidy Amount and Subsidy Layering" specifically, 24 CFR 92.250(a). CENTER and MERLIN shall not expend more than the HUD

established prevailing maximum subsidy per unit in the performance of this Agreement.

5. In further compliance with conflict of interest regulations cited at 24 CFR 92.256 and Chapter 112, Florida Statutes, no CENTER or MERLIN board member or employee or any related family member of either shall receive or obtain gain or profit in the performance of this Agreement.

6. CENTER shall, at the time of execution of the First Amendment to the Agreement, also execute an Amended Mortgage Deed, the Amended Deferred Payment Promissory Note and the Restrictive Use Covenant, in the form attached to the Agreement as Revised Composite Exhibit "F" and Revised Exhibit "G", respectively. At the time of obtaining a certificate of occupancy or ~~June 30, 2006~~ October 31, 2006, whichever is ~~earlier~~ later, CENTER and MERLIN shall also execute an assumption of mortgage agreement in a form acceptable to COUNTY. The execution, delivery to COUNTY and recording are to assure compliance with 24 CFR 92.252(f) of the HOME regulations and Florida State Statutes Chapter 420, Part VII, 420.9075(4)(f), Florida Statutes.

7. No portion of the HOME or SHIP funds provided through Seminole County may be applied towards construction, equipping or operation of the one residential unit that is not exclusively reserved for Affordable Housing Purposes. Failure to adhere to this requirement shall be deemed an event of default under the Agreement and the Mortgage.

**PART B. PROJECT MANAGEMENT RESPONSIBILITIES OF CENTER AND MERLIN.**

1. CENTER shall acquire (purchase) the ~~properties~~ property at ~~88 and 100~~ 96 Plumosa Avenue, Casselberry, Florida 32707 for a reasonable cost but in no event more than a State licensed real estate appraiser's opinion of value determined by HUD acceptable appraisal methods. These parcels are to be combined in conjunction with obtaining the necessary zoning approvals.

2. CENTER shall inspect the property and render any assistance and support to MERLIN in its preparation of work specifications and cost estimates for the construction of the Project.

3. CENTER, through and in coordination with MERLIN, shall request a minimum of three (3) construction quotes/bids and accept quotes/bids from eligible licensed and insured contractors to complete the work according to work specifications. Contractually binding donations to MERLIN of design, engineering and construction services as a "payment in kind" at specified dollar amounts and types may be taken into consideration in arriving at the lowest bid price. Upon receipt of the various bids, MERLIN shall transmit such information to CENTER for its prompt review and approval. CENTER shall be responsible

for transmitting the work specifications and bid documents to COUNTY and obtaining COUNTY Approval of same. Neither CENTER nor MERLIN shall award any contract for construction services until COUNTY Approval is obtained. CENTER and MERLIN shall maintain proper documentation of the procurement standards used in the quotes/bids process used and the subsequent award of the construction contract.

4. CENTER and MERLIN shall jointly execute the construction contract(s) with contractor(s).

5. CENTER and MERLIN shall be jointly responsible for inspection, monitoring progress, and ensuring timely completion of the Project within the time frame specified in the Agreement.

6. CENTER shall approve and process payment requests to the COUNTY in accordance with this Agreement and Exhibits "B" and "C" of the Agreement on behalf of contractors and other applicable vendors in order to verify and document completion of the work.

7. CENTER shall during its ownership of the Property and MERLIN shall upon its taking title to the Property and thereafter, consistent with any Affirmative Marketing Plan adopted by the COUNTY, advertise, if necessary, and receive and process rental applications for transitional housing assistance. Such duties shall include determination and verification of client income eligibility for assistance. A waiting list of potentially income eligible tenants may be utilized in assisting clients who are in need of transitional affordable housing.

8. CENTER shall, with cooperation and documentation supplied by MERLIN, prepare Monthly Reports in accordance with this Agreement and in accordance with Exhibit "D" attached hereto. CENTER shall prepare all requests for payment from the COUNTY utilizing Exhibit "C" attached hereto. The Year-End Report attached hereto as exhibit "E" is to be submitted by CENTER no later than ~~June 30, 2006~~ November 15, 2006 and by MERLIN on each anniversary thereafter throughout the Affordability Period.

9. CENTER and MERLIN shall maintain and make available appropriate records, project files, and financial records.

10. CENTER and MERLIN shall consult with the Community Development Administrator, or his/her designee, to assure compliance with 24 CFR 92 (the HOME Program regulations); F.A.C. Chapter 67-37 and F.S.S. Chapter 420 Part VII, Florida Statutes (State Housing Initiatives Partnership Program).

11. Projected Accomplishments.

(a) CENTER and MERLIN, during their respective tenures, shall report the number of households assisted during the Agreement. No housing unit, funded through this Agreement, shall be occupied for

more than 24 months by the same household.

(b) CENTER and MERLIN shall commence performance under the Agreement immediately upon execution thereof. All acquisition and Project construction services shall be completed no later than ~~June 30, 2006~~ October 31, 2006.

This document was prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**This Mortgage is given to  
Seminole County, Florida and  
is exempt from payment of all  
intangible personal property taxes  
pursuant to §§ 199.032 and  
199.183(1), Florida Statutes (2005)**

**REVISED COMPOSITE EXHIBIT "F"**

**SEMINOLE COUNTY SHIP/HOME PROGRAM  
AMENDED MORTGAGE DEED**

THIS AMENDED MORTGAGE DEED AND ITS ATTACHED PROMISSORY NOTE ARE BEING EXECUTED AND RECORDED TO CORRECT THE LEGAL DESCRIPTION OF THE SUBJECT REAL PROPERTY AS A RESULT OF THE REPEAT THEREOF AND TO AMEND AND CORRECT VARIOUS TERMS AND CONDITIONS OF THAT CERTAIN SEMINOLE COUNTY SHIP/HOME PROGRAM MORTGAGE DEED AND DEFERRED PAYMENT PROMISSORY NOTE RECORDED IN OFFICIAL RECORDS BOOK 5356, PAGES 0403 THROUGH 0409, INCLUSIVE OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA (THE "EXISTING MORTGAGE"). IT IS THE INTENT OF THE MORTGAGOR AND MORTGAGEE NAMED IN THE EXISTING MORTGAGE AND IN THIS INSTRUMENT THAT THE LIEN AND SECURITY INTEREST CREATED BY THE EXISTING MORTGAGE SHALL CONTINUE IN FULL FORCE AND EFFECT, WITH THE SAME PRIORITY, WITHOUT INTERRUPTION AND THAT THIS MORTGAGE SHALL FUNCTION ONLY AS A CORRECTIVE INSTRUMENT THEREOF. THIS AMENDED MORTGAGE SHALL NOT BE CONSTRUED AS AN INTERRUPTION OF SAID SECURITY INTERESTS OR AS THE CREATION OF A NEW LIEN AND SECURITY INTEREST WHICH WOULD IN ANY MANNER SERVE TO ALLOW ANY INTERVENING LIENS OR SECURITY INTERESTS TO ASSUME A HIGHER PRIORITY THAN EXISTED AT THE TIME THE EXISTING MORTGAGE WAS EXECUTED AND RECORDED.

**THIS AMENDED MORTGAGE DEED** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by The Center for Affordable Housing, Inc., whose address is 2524 South Park Drive, Sanford, Florida (the "MORTGAGOR"), in favor of Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (the "MORTGAGEE").

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

**WHEREAS,** MORTGAGOR and MORTGAGEE entered into that certain "SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING SHIP/HOME PROGRAM

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION SUBRECIPIENT AGREEMENT" (the "Previous "Agreement"), as amended by the First Amendment to said Agreement, for the benefit of MORTGAGOR whereby MORTGAGOR acquired the fee simple interest and has agreed to improve, utilize and consolidate certain real property located in Seminole County, Florida the address and legal description for which is as follows:

96 Plumosa Avenue  
Casselberry, Florida 32707  
and legally described as:

LOT 1, PLAT OF LISA MERLIN HOUSE, INC., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGE 20 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification NO. 08-21-30-535-0000-0010

(the "Property") and;

**WHEREAS**, MORTGAGOR, MORTGAGEE and a third party have heretofore entered into a subsequent subrecipient agreement styled as the SHIP/HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION SUBRECIPIENT AGREEMENT AMONG SEMINOLE COUNTY, THE CENTER FOR AFFORDABLE HOUSING, INC. AND LISA MERLIN HOUSE, INC. FOR PROGRAM YEARS 2001-2002, 2003-2004 AND 2004-2005, as amended (the "Agreement") relative to authorizing new construction and expansion of improvements rather than more limited rehabilitation of existing improvements on the Property; and

**WHEREAS**, in view of the changes to the scope of the improvement program discussed above, federal affordable housing regulations mandate that the minimum time period for which such subsidized affordable housing remain exclusively available for persons of low income and very low income be extended to twenty (20) years (the "Affordability Period") instead of the fifteen years required under the covenants of the Existing Mortgage; and

**WHEREAS**, MORTGAGOR has agreed to develop and use the Property in such a manner as to provide at least six (6) affordable, transitional rental housing units exclusively for the benefit of homeless Low Income and Very Low Income female residents of the COUNTY who are recovering from various forms of abuse as described in the Agreement (the "Project"); and

**WHEREAS**, OWNER has executed that certain Amended Deferred Payment Promissory Note (the "Amended Note") of even date herewith in the principal amount of FIVE HUNDRED FIFTEEN THOUSAND DOLLARS (\$515,000.00) and secured by this Amended Mortgage Deed for the purpose of conforming the maturity date and the Affordability Period therein to the federal regulatory requirements; and

**WHEREAS**, the Amended Note is for the same principal amount as the earlier Deferred Payment Promissory Note heretofore made by MORTGAGOR in favor of MORTGAGEE in connection with the Existing Mortgage; and

**WHEREAS**, pursuant to the Agreement, the COUNTY, has paid, or will pay FIVE HUNDRED FIFTEEN THOUSAND DOLLARS (\$515,000.00) of mortgage proceeds to MORTGAGOR or its vendors for the purpose of acquisition of and new construction on the Property,

**NOW, THEREFORE**, in consideration of the above described financial assistance from the COUNTY and for other valuable consideration provided herein, the parties hereto covenant as follows:

1. The MORTGAGOR grants, bargains, sells, promises, conveys, and confirms unto the COUNTY all of the MORTGAGOR's interests in the Property.
2. To have and to hold the same, together with the tenements, hereditament and appurtenances thereto belonging, and the rents, issues, and profits thereof, unto the Mortgagee in fee simple.
3. MORTGAGOR covenants that it is indefeasibly seized of said Property in fee simple; that MORTGAGOR has good right and lawful authority to convey said lands as aforesaid; that MORTGAGOR will make such further assurances to perfect fee simple title to said lands in the MORTGAGEE as may reasonably be required; that MORTGAGOR hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances.
4. MORTGAGOR further covenants to continue ownership of the subject premises and that if any interest in the subject premises is conveyed, transferred, leased, sub-leased or otherwise devised or assigned to any person or entity other than Lisa Merlin House, Inc. ("Merlin") during the term of the Note then the principal outstanding and any interest that may have accrued due shall become immediately due and payable. It is expressly understood and agreed by MORTGAGOR and MORTGAGEE that a transfer of the fee simple interest in the Property to Merlin is permitted and that such conveyance shall occur no later than October 31, 2006, or such date a certificate of occupancy is obtained for the Project, whichever is later.
5. This mortgage shall be assumable by Merlin or its successor in interest upon written approval of MORTGAGEE. Upon such assumption, Merlin shall be deemed the MORTGAGOR and shall be bound by all of the covenants and terms of this instrument and the Amended Note.
6. If MORTGAGOR shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property including this Mortgage, the Amended Note and the Agreement, then this Mortgage and the estate hereby created, shall cease, determine and be null and void on the twentieth anniversary of the

date a certificate of occupancy is obtained for the Project or October 31, 2026, whichever is later.

7. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any interest shall be due, and other sums of money provided for in the Amended Note and this Amended Mortgage.

8. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations, liens and encumbrances of every nature on the Property.

9. MORTGAGOR shall keep the Property in good repair and to permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof, except for reasonable wear and tear.

10. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to the MORTGAGEE, per the written authorization of the MORTGAGEE. Said insurance policy or policies shall be held by and payable to the MORTGAGEE and in the event any sum of money from such insurance policy or policies becomes payable that the MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. The MORTGAGEE shall account to the MORTGAGOR for any surplus in such monies.

11. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges and expenses, including attorney's fees and title searches, reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGEE to promptly and fully comply with any agreements, stipulations, conditions and covenants regarding the Property.

12. MORTGAGOR covenants and agrees to perform, comply with and abide by each and every agreement, stipulation, condition, and covenant regarding the Property, including particularly, the Amended Restrictive Use Covenant of even date herewith.

13. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of this Amended Mortgage and the Amended Note, MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

14. In the event of a voluntary sale or foreclosure, MORTGAGEE shall have the right of first refusal to purchase the Property from the MORTGAGOR for the amount and on the terms specified in a written, firm contract between the MORTGAGOR and prospective purchaser. MORTGAGEE shall have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase



hereunder by sending written notice to MORTGAGOR.

15. If any sum or money herein referred is not promptly paid within thirty (30) days after the same becomes due, or if each and every agreement, stipulation, condition and covenant of this Amended Mortgage, the Amended Note or the Restrictive Covenant are not fully performed, complied with and abided by, then the entire sum mentioned in said Amended Note, and this instrument or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable, anything in said instruments or herein to the contrary notwithstanding. Failure by the MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.

16. Any assumption agreement or assignment of MORTGAGOR's obligations under this Amended Mortgage or the Amended Note secured hereunder requires prior written approval of the MORTGAGEE.

17. If all or any part of the Property or any interest is sold or transferred during the term of this Mortgage without notice to and consent from the COUNTY and in compliance with this Amended Mortgage, the Amended Note, the Restrictive Use Covenant and the Agreement, or if MORTGAGOR breaches any other covenant, term or condition of said instruments, MORTGAGEE may declare an event of default hereunder, require immediate payment in full of all sums due under the Amended Note and to initiate foreclosure proceedings, including the seeking of a deficiency judgment as well as recovery of reasonable attorney's fees and court costs.

**IN WITNESS WHEREOF**, MORTGAGOR has executed and sealed this instrument on the day and year first above written.

ATTEST:

THE CENTER FOR AFFORDABLE HOUSING, INC.

\_\_\_\_\_  
JOHN SWEENEY, Secretary

By: \_\_\_\_\_  
SUSAN CASWELL, President

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

STATE OF FLORIDA     ]  
                                  ]  
COUNTY OF SEMINOLE    ]

I HEREBY CERTIFY that, on this \_\_\_\_ day of \_\_\_\_\_, 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SUSAN CASWELL, as President and JOHN SWEENEY, as Secretary, of the Center for Affordable Housing, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced \_\_\_\_\_ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned

NOTARY SEAL

My commission expires: \_\_\_\_\_

This document was prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**REVISED EXHIBIT "G"**

**AMENDED RESTRICTIVE USE COVENANT**

**THIS RESTRICTIVE COVENANT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by The Center for Affordable Housing, Inc., whose address is 2524 South Park Drive, Sanford, Florida (the "OWNER"), in favor of Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (the "COUNTY").

THIS INSTRUMENT AMENDS, CORRECTS, SUPERSEDES AND REPLACES THAT CERTAIN RESTRICTIVE USE COVENANT RECORDED IN OFFICIAL RECORDS BOOK 5356, PAGES 410-412, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

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

**WHEREAS**, OWNER and COUNTY entered into that certain "SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING SHIP/HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION SUBRECIPIENT AGREEMENT" (the "Previous Agreement") for the benefit of OWNER, whereby OWNER acquired the fee simple interest and agreed to consolidate, rehabilitate existing improvements, and utilize certain property located in Seminole County, Florida the address and legal description for which is as follows:

96 Plumosa Avenue  
Casselberry, Florida 32707  
and legally described as:

LOT 1, PLAT OF LISA MERLIN HOUSE, INC., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGE 20 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification NO. 08-21-30-535-0000-0010

(the "Property") and;

**WHEREAS**, OWNER, COUNTY and Lisa Merlin House, Inc. have contemporaneously herewith entered into a subsequent subrecipient agreement styled as the SHIP/HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION SUBRECIPIENT AGREEMENT AMONG SEMINOLE COUNTY, THE CENTER FOR AFFORDABLE HOUSING, INC. AND LISA MERLIN HOUSE, INC. FOR PROGRAM YEARS 2001-2002, 2003-2004 AND 2004-2005, as amended (the "Agreement") relative to authorizing new construction and expansion of improvements rather than more limited rehabilitation of existing improvements on the Property; and

**WHEREAS**, in view of the changes to the scope of the improvement program discussed above, federal affordable housing regulations mandate that the minimum time period for which such subsidized affordable housing remain exclusively available for persons of low income and very low income be extended to twenty (20) years instead of the fifteen years required under the previous arrangements; and

**WHEREAS**, the Property is located within the City of Casselberry (the "CITY"), and the OWNER and the COUNTY have agreed to include the CITY in this restrictive covenant so that the CITY can ensure the property is used as described in paragraph 3 of this document.

**WHEREAS**, the OWNER has agreed to use the Property for the benefit of low and very low income female residents of the COUNTY as specified herein; and

**WHEREAS**, pursuant to the Agreement, the COUNTY, has paid, or will pay, FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$515,000.00) for the purpose of acquiring and constructing improvements on the Property,

**NOW, THEREFORE**, in consideration of the financial assistance from the COUNTY with respect to the aforementioned objectives and the OWNER covenants as follows:

1. The Agreement and recitals stated hereinabove are incorporated herein by reference and made a part hereof.
2. The covenants contained herein shall run with the land and shall be binding upon the OWNER, its successors and assigns in favor and for the benefit of the COUNTY and the City of Casselberry, Florida.
3. OWNER agrees that the Property described above shall be used solely for the provision of at least six (6) affordable, transitional housing to homeless, Low Income and Very Low Income women ages sixteen (16) and older who are recovering from alcohol and/or substance abuse or from physical, emotional and/or sexual abuse and their legally dependant children, until October 31, 2026 or the twentieth anniversary of the date a certificate of occupancy is

obtained for the completed facilities, whichever is later (the "Affordability Period").

4. The OWNER shall ensure that the use of the Property is in compliance with all local, State and Federal laws regarding the provision of affordable housing.

5. This Restrictive Covenant shall be binding upon OWNER and any successor in interest to the Property and, prior to expiration of the Affordability Period, may only be released by an instrument duly executed by COUNTY and the City of Casselberry and recorded in the Official Records of Seminole County, Florida.

6. This instrument shall amend and supersede that certain Restrictive Use Covenant made by OWNER and recorded in Official Records Book 5356, Pages 0410 through and including 0412 of the Public Records of Seminole County, Florida.

**IN WITNESS WHEREOF**, OWNER has executed and sealed this instrument on the day and year first above written.

ATTEST:

THE CENTER FOR AFFORDABLE HOUSING, INC.

\_\_\_\_\_  
JOHN SWEENEY, Secretary

By: \_\_\_\_\_  
SUSAN CASWELL, President

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

STATE OF FLORIDA     ]  
                                  ]  
COUNTY OF SEMINOLE    ]

**I HEREBY CERTIFY** that, on this \_\_\_\_ day of \_\_\_\_\_, 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SUSAN CASWELL, as President and JOHN SWEENEY, as Secretary, of the Center for Affordable Housing, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced \_\_\_\_\_ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned

NOTARY SEAL

My commission expires: \_\_\_\_\_



**THE CENTER FOR AFFORDABLE HOUSING, INC.**

2524 South Park Drive, Sanford, FL 32773

407-323-3268 / Fax 407-323-3800

E-Mail: [tcfah@bellsouth.net](mailto:tcfah@bellsouth.net)

May 3, 2006

**VIA HAND DELIVERY**

05-03-06P12:14 RCVD

Rob Heenan, Principal Coordinator  
Planning and Development Department  
Community Development Office  
1101 East 1<sup>st</sup> Street  
Sanford, FL 32771

Subject: HOME/CHDO Program Sub-recipient Agreement/Transitional Housing Activity  
For Program Year 2000-2002  
The Center for Affordable Housing, Inc. and Lisa Merlin House, Inc.

Dear Mr. Heenan:

As per our meeting on April 19, 2006, The Center for Affordable Housing, together with the Lisa Merlin House, respectfully request an extension to the grant contract to obtain the Certificate of Occupancy for the Lisa Merlin Home for Women and Children in Casselberry, from June 30, 2006 to October 31, 2006.

Currently the Lisa Merlin House for Women and Children in Casselberry is at 47% completion stage with approximately \$437,500 project completion in place and progressing diligently. These costs do not include warranty or in-kind donations for construction or project management fees. We have updated our schedule from our current status to the requested extension and anticipate that this is the time necessary to adequately complete and be eligible for Certificate of Occupancy no later than October 31, 2006.

With the inherent dynamics that affect the scheduling process and completion of construction projects and the unique funding base for the Casselberry Women and Children Home, attention is directed to the fact that our schedule is extremely vulnerable to delays that have impacted the projected June 30<sup>th</sup> Certificate of Occupancy date. Examples that contribute to these delays are, but not limited to:

- previous hurricane seasons have seriously affected the construction industry,
- obtaining and scheduling of in-kind suppliers, and
- challenges with contractor involvement.

Rob Heenan, Principal Coordinator

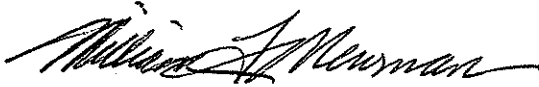
May 3, 2006

Page 2

A recent topping out and capital campaign celebration have provided us with complete confidence that the area professionals and vendors together with the community will step up in concert to facilitate the completion of this project. The definitive time frame is the challenge we face. An extension will relieve us of this concern and allow us to better focus on completing the project and serving the many women and children on the waiting list for this beautiful home.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "William F. Newman".

William F. Newman  
Executive Director

WFN:klh