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Rept: 1820224 Rec: 112.00
DS: 0.00 IT: 0.00
12/05/2016 J. R., Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPROLLER
12/05/2016 02:51pm 1 of 13
OR BK 9467 PG 2824

This Instrument Was Prepared By:

R

Richard E. Deutch, Jr., Esq.
Stearns Weaver Miller, et al.
150 W. Flagler Street, Suite 2200
Miami, FL 33130

Permit Numbers:

NOTICE OF COMMENCEMENT

The undersigned hereby informs you that improvements will be made to certain real property, and in accordance with Chapter 713.13 of the Florida Statutes, the following information is stated in this NOTICE OF COMMENCEMENT.

1. Description of Property: SEE EXHIBIT "A" ATTACHED HERETO
2. General Description of Improvements: The development of a 110 unit multifamily apartment project
3. Owner's Information:
 - a. Name and Address:
HTG Wellington II, LLC, a Florida limited liability company
3225 Aviation Avenue, Suite 602
Coconut Grove, FL 33133
 - b. Interest in Property: Fee Simple
 - c. Fee Simple Title Holder's Name and Address (If Other Than Owner):
4. Contractor's Name and Address (the "Contractor") is:
HTG Hennessy, LLC
2300 22nd Street North
St. Petersburg, Florida 33713
5. Surety:
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

Amount of Bond: \$11,199,564.22
A copy of the Payment Bond is attached hereto as Exhibit "B".

6. Construction Lenders' Names and Addresses:

- A. Florida Housing Finance Corporation, a public corporation constituting a public body corporate and politic created, organized and existing under the laws of the State of Florida; 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301
7. Name and address of person within the State of Florida designated by Owner upon whom notices and other documents may be served as provided in Section 713.13(1)(a)(7), Florida Statutes:
- Matthew Rieger
HTG Wellington II, LLC, a Florida limited liability company
3225 Aviation Avenue, Suite 602
Coconut Grove, FL 33133
8. In addition to itself, Owner designates the following persons to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes:
1. Construction Lenders:
Florida Housing Finance Corporation
c/o First Housing Development Corporation of Florida
107 S. Willow Avenue
Tampa, Florida 33606
Attention: Ed Busansky and Loan Servicing

KeyBank National Association
Mail Code OH-01-27-0302
127 Public Square
Cleveland, Ohio 44114
Attention: Community Development Lending
 2. Title Company:
Construction Loan Department
Fidelity National Title Group
13800 NW 14th Street, Suite 190
Sunrise, Fl 33323
Attn: Doreen Brown
 3. Owner's Counsel:
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130
Attn: Richard E. Deutch, Jr., Esq.
9. The Expiration Date of Notice of Commencement is one year from date of recording unless a different date is specified: **July 1, 2018.**

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT

IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

[Signature and Notary appear on following page.]

[Notice of Commencement Signature Page]

OWNER:

HTG Wellington II, LLC,
a Florida limited liability company

By: HTG Wellington II Member, LLC,
its Manager

By: HTG Affordable, LLC,
a Florida limited liability company,
its member

By: *MR*
Matthew Rieger, Vice President

STATE OF FLORIDA)
)SS: Miami
COUNTY OF MIAMI-DADE)

Sworn to and subscribed before me this 2 day of November,
2016, by Matthew Rieger, as Vice President of HTG Affordable, LLC, a Florida limited liability
company, a member of HTG Wellington II Member, LLC, a Florida limited liability company,
the Manager of HTG Wellington II, LLC, a Florida limited liability company, on behalf of the
companies.

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced

Glenda Brown
Print or Stamp Name: Glenda Brown
Notary Public, State of Florida
Commission No.: FF117971
My Commission Expires: 04/30/18

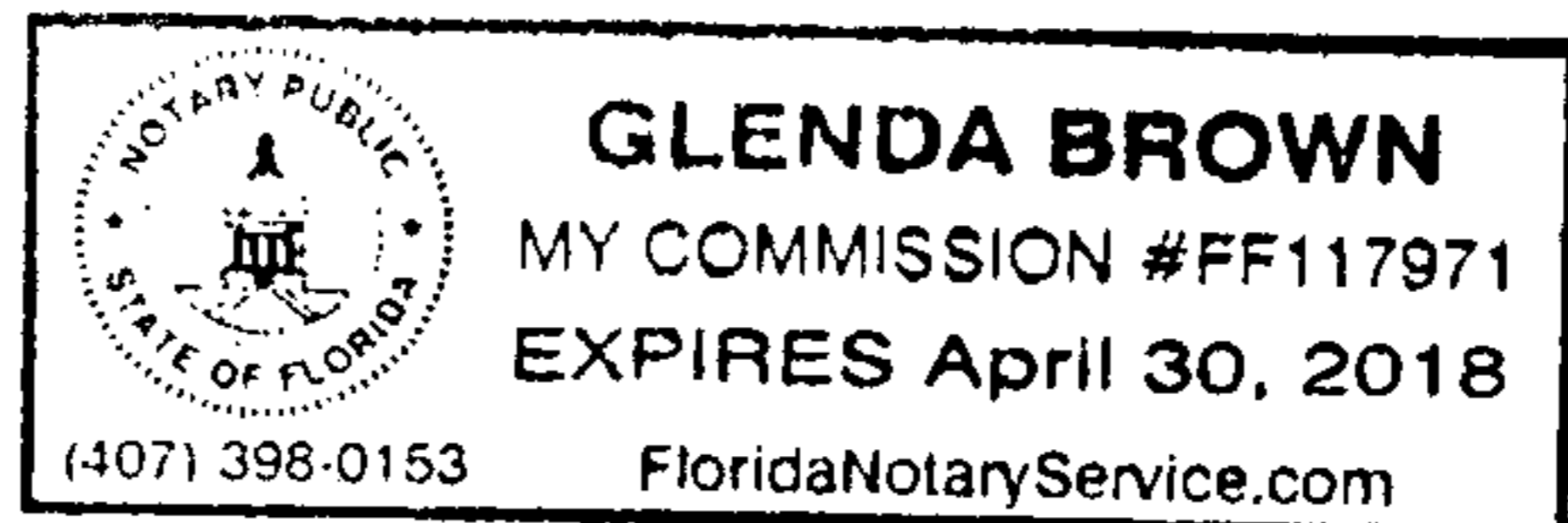


Exhibit "A"
Legal Description

PARCEL 1 - FEE

A Parcel of land lying in the North 1/2 of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of said Section 30, Township 26 South, Range 16 East, Pasco County, Florida; thence along the South line of the Northwest 1/4 of said Section 30, S 89° 03' 03" W, 104.34 feet to the Westerly right of way line of U.S. Highway 19; thence along said right of way line, N 01° 21' 03" E, 1315.53 feet; thence departing said Westerly right of way line, along the Eastwardly projection of the North line of ALOHA GARDENS UNIT ONE, as recorded in Plat Book 9, Pages 115 and 116, of the Public records of Pasco County, Florida, S 89° 10' 44" W, 300.00 feet; thence continue along the Eastwardly extension of the North line of said ALOHA GARDENS UNIT ONE, and the North line of said Aloha Gardens Unit One, S 89° 10' 44" W, 635.41 feet to the POINT OF BEGINNING; thence continue S 89° 10' 44" W, 371.73 feet to the Southeast corner of EDGEWOOD OF GULF TRACE REPLAT, as recorded in Plat Book 24, Page 140 of the Public Records of said Pasco County, Florida; thence along the East line of said EDGEWOOD OF GULF TRACE REPLAT, N 01° 19' 25" E, 328.59 feet; thence departing said East line, N 89° 21' 53" E, 359.02 feet; thence S 00° 53' 37" E, 327.20 feet to the POINT OF BEGINNING.

PARCEL 2 - EASEMENT

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, PARKING, RECREATIONAL AND DRAINAGE RIGHTS CONTAINED IN THE GRANT OF EASEMENT AND RIGHT OF USE AGREEMENT DATED JULY 15, 2016, RECORDED JULY 19, 2016 IN OFFICIAL RECORDS BOOK 9399, PAGE 1444, BY AND BETWEEN HTG WELLINGTON FAMILY, LLC AND HTG LAND, LLC, RECORDED IN THE OFFICIAL RECORDS OF PASCO COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, S 89°03'03" W, 104.34 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 19; THENCE ALONG SAID RIGHT OF WAY LINE, N 01°21'03" E, 1315.53 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, ALONG THE EASTWARDLY PROJECTION OF THE NORTH LINE OF ALOHA GARDENS, UNIT ONE, AS RECORDED IN PLAT BOOK 9, PAGES 115-116 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, S 89°10'44" W 300.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE EASTWARDLY EXTENSION OF THE NORTH LINE OF SAID ALOHA GARDENS, UNIT ONE, AND THE NORTH LINE OF SAID ALOHA GARDENS, UNIT ONE, S 89°10'44" W, 635.41 FEET; THENCE DEPARTING THE NORTH LINE OF SAID ALOHA GARDENS, UNIT ONE, N 00°53'37" W, 327.20 FEET; THENCE S 89°21'53" W, 359.02 FEET TO THE EAST LINE OF EDGEWOOD OF GULF TRACE REPLAT AS RECORDED IN PLAT BOOK 24, PAGE 140 OF THE PUBLIC RECORDS OF SAID PASCO COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID EDGEWOOD OF GULF TRACE REPLAT, N 01°19'25" E, 377.93 FEET; THENCE DEPARTING SAID EAST LINE, N 89°09'58" E, 172.30 FEET; THENCE S 00°48'20" E, 223.70 FEET; THENCE N 89°11'38" E, 269.47 FEET; THENCE N 89°09'45" E, 436.05 FEET; THENCE

N 89°08'20" E, 120.26 FEET; THENCE S 01°14'05" W, 482.82 FEET TO THE POINT OF BEGINNING.

PARCEL 3 - EASEMENT

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS CONTAINED IN THE GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 666, PAGE 367, and OFFICIAL RECORDS BOOK 1238, PAGE 1337, OVER THE FOLLOWING DESCRIBED PROPERTY: Commence at the Southeast corner of the Northwest One-Quarter of Section 30, Township 26 South, Range 16 East, Pasco County, Florida; thence run South 89°03'03" West, a distance of 104.34 feet to the Westerly right of way line of U.S. Highway 19; thence run North 1°21'03" East along said Westerly right of way line, a distance of 2061.39 feet to the POINT OF BEGINNING, From said POINT OF BEGINNING, thence run South 89°10'44" West, a distance of 1306.80 feet; thence run South 1°21'03" West, a distance of 39.03 feet; thence run North 89°10'44" East, a distance of 1306.80 feet to the Westerly right of way of U.S. Highway 19; thence run North 1°21'03" East along said Westerly right of way 39.03 feet to the POINT OF BEGINNING.

PARCEL 4 - EASEMENT

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS CONTAINED IN THE GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 666, PAGE 367, THE GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 964, PAGE 643, AND THE EASEMENT AND RESTRICTION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1238, PAGE 1337 OVER THE FOLLOWING DESCRIBED PROPERTY:

Commence at the Southeast corner of the Northwest One Quarter of Section 30, Township 26 South, Range 16 East, Pasco County, Florida; thence run S. 89°03'03" W, along the South line of the Northwest One Quarter of said Section 30, a distance of 104.34 feet to the Westerly right of way line of U.S. Highway 19; thence run N 1°21'03" E, along said right of way line, a distance of 1105.38 feet; thence run S 89°10'44" W, a distance of 333.63 feet to the POINT OF BEGINNING:

From said POINT OF BEGINNING, thence run S 89°10'44" W, a distance of 50.00 feet to the East line of ALOHA GARDENS, UNIT ONE, as recorded in Plat Book 9, Pages 115-116, Public Records of Pasco County, Florida; thence run N 0°49'16" W, along the East line of ALOHA GARDENS, UNIT ONE, a distance of 210.00 feet to the Northeast corner of ALOHA GARDENS, UNIT ONE; thence run N 89°10'44" E, a distance of 50.00 feet; thence run S 0°49'16" E, a distance of 210.00 feet to the POINT OF BEGINNING.

PARCEL 5 - EASEMENT

TOGETHER WITH NON-EXCLUSIVE EASEMENT RIGHTS FOR INGRESS AND EGRESS FOR WATER LINE MAINTENANCE CONTAINED IN THE EASEMENT GRANTED TO HOLIDAY UTILITIES, INC., RECORDED DECEMBER 6, 1974 IN OFFICIAL RECORDS BOOK 775, PAGE 1015 OVER THE FOLLOWING DESCRIBED LAND:

Commence at the Southeast corner of the Northwest One Quarter of Section 30, Township 26 South, Range 16 East, Pasco County, Florida; thence run S. 89°03'03" W, along the South line of

the Northwest One Quarter of said Section 30, a distance of 104.34 feet; thence North $01^{\circ}21'03''$ East, a distance of 1,315.53 feet; thence South $89^{\circ}10'44''$ West, a distance of 1,234.30 feet to the Point of Beginning; thence South $89^{\circ}10'44''$ West, a distance of 72.50 feet; thence North $01^{\circ}21'03''$ East, a distance of 1,000.00 feet; thence North $89^{\circ}10'44''$ East, a distance of 27.56 feet; thence South $01^{\circ}13'29''$ East, a distance of 245.05 feet; thence North $84^{\circ}05'36''$ East, a distance of 107.31 feet; thence South $05^{\circ}54'24''$ East, a distance of 10.00 feet; thence South $84^{\circ}05'36''$ West, a distance of 108.13 feet; thence South $01^{\circ}13'29''$ East, a distance of 744.22 feet to the Point of Beginning.



Bond No.: 106509473

Document A312™ – 2010

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR: (Name, legal status, and address)

Surety: (Name, legal status, and principal place of business)

HTG Hennessy, LLC
2300 22nd Street North
St. Petersburg, Florida 33713

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

OR BK **9467** PG **2831**
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OWNER: (Name, legal status, and address)

HTG Wellington II, LLC
3225 Aviation Avenue, Suite 602
Coconut Grove, Florida 33133

CONSTRUCTION CONTRACT:

Date: **June 30, 2016**

Amount: **Eleven Million One Hundred Ninety-nine Thousand Five Hundred Sixty-four and 22/100 Dollars (\$11,199,564.22)**

Description: **Park at Wellington Apartments – Phase II**
(Name and location) **4311 Jordana Way, Holiday, Florida 34691 (County of Pasco)**

BOND:

Date: **November 15, 2016**

Amount: **Eleven Million One Hundred Ninety-nine Thousand Five Hundred Sixty-four and 22/100 Dollars (\$11,199,564.22)**

Modification to this Bond: None See Section 18


CONTRACTOR:

HTG Hennessy, LLC

SURETY:

Travelers Casualty and Surety Company of America

Signature: 

Signature: 

Name and Title: **Mark Stalker**, President

Name and Title: **Joseph R. Williams**
Attorney-In-Fact & FL Licensed Agent

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address, and telephone)

AGENT or BROKER:

Joseph R. Williams
Wells Fargo Insurance Services
3475 Piedmont Road, Suite 800
Atlanta, Georgia 30305
(404) 923-3700

OWNER REPRESENTATIVE: (Architect, Engineer, or other party)

Fugleberg Koch, PLLC
2555 Temple Trail
Winter Park, FL 32789
(407) 629-0595

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

Dual-Obligee Rider

OR BK 9467 PG 2834
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(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR:

SURETY:

N/A

N/A

Signature: _____ Seal

Signature: _____ Seal

Name and Title:

Name and Title:

Address:

Address:

CONTRACTOR:

SURETY:

Signature: _____ Seal

Signature: _____ Seal

Name and Title:

Name and Title:

Address:

Address:

TRAVELERS BOND NUMBER: 106509473

**LENDERS DUAL-OBLIGEE RIDER
TO PERFORMANCE AND PAYMENT BONDS**

WHEREAS, on or about the 30th day of June, 2016, HTG Hennessy, LLC, 2300 22nd Street North, St. Petersburg, Florida 33713, as Contractor, entered into a written agreement with HTG Wellington II, LLC, 3225 Aviation Ave., Suite 602, Coconut Grove, FL 33133, as Owner, for the Park at Wellington Apartments – Phase II, 4311 Jordana Way, Holiday, FL 34691, herein referred to as the Contract; and

WHEREAS, the Contractor, as Principal, and the Travelers Casualty and Surety Company of America, One Tower Square, Hartford, Connecticut 06183, a Connecticut corporation, as Surety, made, executed and delivered to said Owner their joint and several Performance and Payment Bonds; and

WHEREAS, the Owner has arranged for a loan to be used exclusively for the payment for the performance of said contract and has requested the Contractor and Surety to join with the Owner in the execution and delivery of this Rider, and the Contractor and Surety have agreed so to do upon the conditions herein stated.

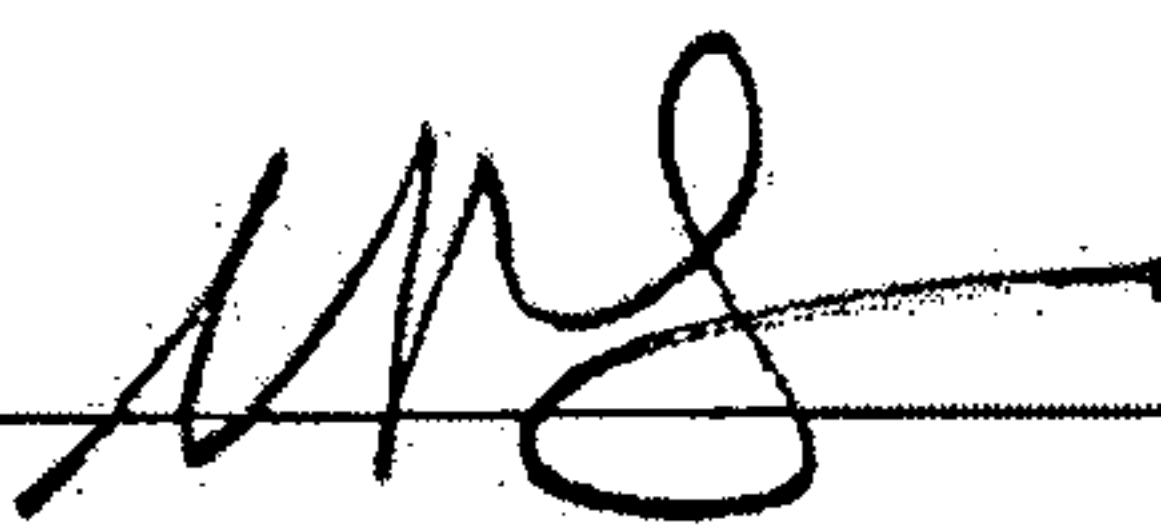
NOW, THEREFORE, in consideration of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The Performance and Payment Bonds aforesaid shall be and it is hereby amended as follows:

1. The name of CREA Park at Wellington Apartments – Phase II, LLC, its successors and/or assignees 30 South Meridian Street, Suite 400, Indianapolis, Indiana 46204, CREA SLP, LLC, its successors and/or assignees 30 South Meridian Street, Suite 400, Indianapolis, Indiana 46204, Florida Housing Finance Corporation c/o Seltzer Management Group, Inc., its successors and/or assigns, KeyBank National Association, its successors and/or assignees Mail Code OH-01-27-0302, 127 Public Square, Cleveland, Ohio 44114, Attention: Community Development Lending, as Lender shall be added to said Bonds as Named Obligees.
2. There shall be no liability on the part of the Principal or Surety under these bonds to the Obligees, or either of them, unless the Obligees, or either of them, shall make payments to the Principal, or to the Surety in case it arranges for completion of the Contract upon default of the Principal, strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations required to be performed under said Contract at the time and in the manner therein set forth.
3. In no event shall the Surety be liable in the aggregate to all Obligees for more than the penalty of these Bonds, nor shall it be liable except for a single breach or default. At the Surety's election, any payment due to Obligee may be made by its check issued jointly to all Obligees.
4. Except as herein modified, said Performance and Payment Bonds shall be and remain in full force and effect.

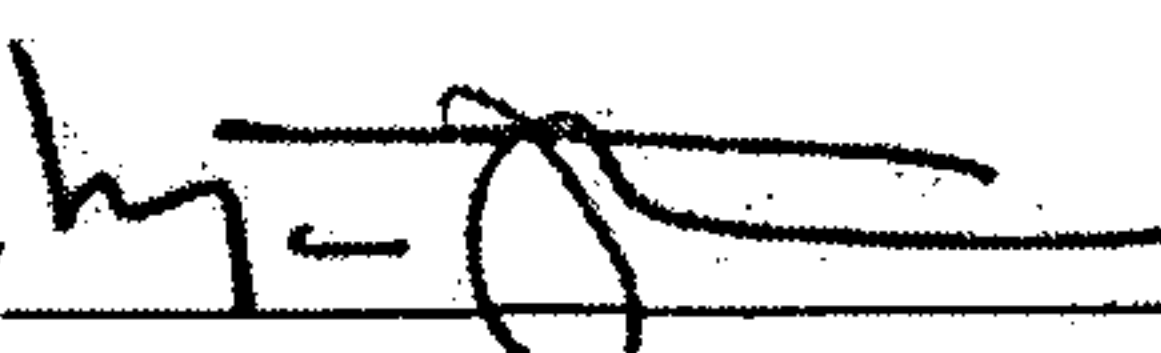
SIGNED, sealed and dated this 15th of November, 2016.

HTG Wellington II, LLC

By 

HTG Hennessy, LLC

Principal

By 
Mark Stalker, President

Travelers Casualty and Surety Company of America

Surety

By 
Joseph R. Williams, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230096

Certificate No. 006581052

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Scott Davis, Tina Kennedy, Dawn T. Kirkland, Steven L. Swords, Carol Philyaw, Cheryl Boozer, Annette Wisong, Joseph W. Hamilton, III, Joseph R. Williams, Tracy Wallace, Julia Anderson, Chaun M. Wilson, Rebecca E. Howard, and Sarah Hancock

OR BK 9467 PG 2836
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of the City of Atlanta, State of Georgia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of October, 2015

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

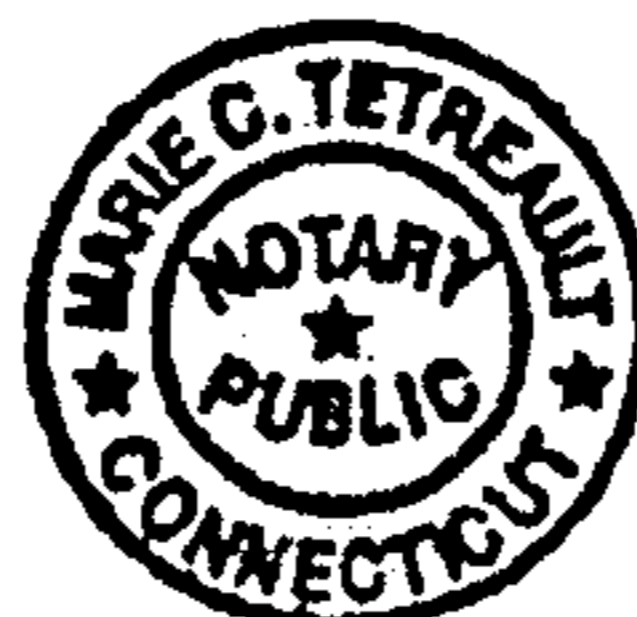


State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 28th day of October, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public