

## FIRST AMENDMENT TO AGREEMENT

**THIS AMENDMENT**, is made and entered into on this 1 day of March 2023, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), **STONEWALL TERRACE, LLC ("Owner")**, 1390 Olivia Lane, Lexington, Fayette County, Kentucky 40511.

**WHEREAS**, Government and Owner entered into a HOME Agreement dated January 26, 2021 ("Agreement"), in which the Owner was allocated \$346,591 provided by the 2019 Consolidated Plan for rehabilitation of a multi-family residential project located at 1812 Versailles Road, Lexington, Fayette County, Kentucky 40504 under the name of Stonewall Terrace Apartments;

**WHEREAS**, Owner would like to give a preference in leasing to low-income individuals who are living with HIV/AIDS, and the aforementioned preference is not currently specified within the Agreement;

**WHEREAS**, the Agreement provides for all amendments to be in writing executed by Government and Owner;

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

1. Section 1 Particular Covenants, subsection 1.11, shall be amended "For a period of twenty (20) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, Owner shall comply with the affirmative marketing requirements established by the Government pursuant to 24 CFR 92.351(a). The Owner must adopt and follow written tenant selection policies and criteria that: (1) limit the housing to very low-income and low-income families; and (2) are reasonably related to the applicants' ability to perform the obligations of the lease (i.e., to pay the rent, not to damage the housing; not to interfere with the rights and quiet enjoyment of other tenants). Additionally, the Owner may give preference to Veterans in all units and/or to low-income individuals who are living with HIV/AIDS in all units. The Owner shall provide all information to the Government necessary to the monitoring of the Owner's marketing strategy to ensure compliance with this section."
2. In all other respects, except as specifically modified herein, the terms of the Agreement dated January 26, 2021, shall remain in full force and effect with respect to the provisions outlined therein.

**IN WITNESS WHEREOF**, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

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SIGNATURE PAGE TO FOLLOW.

**LEXINGTON-FAYETTE URBAN COUNTY**

**GOVERNMENT**

BY: *Linda Gorton*  
Linda Gorton, Mayor

DATE: 3/1/2023

ATTEST:

*Mackenzie Steck*  
Clerk of Urban County Council

*Deputy*

**OWNER:**

**STONEWALL TERRACE, LLC,**  
a Kentucky limited liability company

By: Stonewall Terrace MM, LLC,  
a Kentucky limited liability company,  
its managing member

By: *[Signature]* AVOL BOARD PRESIDENT  
Name, Title

DATE: 2/13/23