

Dylan Ruffi

Subject: FW: (Other) - Docket No. 18-CV-3309-PJM

-----Original Message-----

From: MDD_PublicInformation@mdd.uscourts.gov <MDD_PublicInformation@mdd.uscourts.gov>

Sent: Thursday, February 25, 2021 1:10 PM

To: MDD_PublicInformation <MDD_PublicInformation@mdd.uscourts.gov>

Subject: (Other) - Docket No. 18-CV-3309-PJM

Hello,

Todd Hodge and Patricia Effenberger has submitted the following comment on Thursday, February 25, 2021 - 13:09 using the Contact Form located at <https://www.mdd.uscourts.gov/contact>.

Name: Todd Hodge and Patricia Effenberger E-mail Address: effentrish@yahoo.com

Subject: Docket No. 18-CV-3309-PJM

Category: (Other)

Message:

To the attention of Clerk of Court

Todd Hodge & Patricia Effenberger

North Ridge Lot 440

effentrish@yahoo.com

2/9/2020

Re: Proposed Redress Plan

To Whom It May Concern,

We would like to address a few specific items within the Proposed Redress Plan and more specifically how they apply to us. It is our assumption that our contract has been read, therefore we will not add unnecessary language and try to keep this as short as possible.

1. As per previous emails between us and Val Miller one of our biggest concerns is being reimbursed for the Power Line. Our last correspondence left us waiting to see if the Proposed Redress Plan would give the receiver the authority to assist us. If needed, we can provide prior correspondence. We believe that verbiage has been added that addresses this concern -PXA -I. 1 and 36....and other cost or consideration that the Receiver reasonably determines constitute Assets the Lot Purchaser actually paid.... Can you please verify that our expense to Belize Electric \$73597.79 US (1/2 to lot 439 and 1/2 to lot 440) will be reimbursed (preferred) or removed from our remaining loan balance (second choice)? If the receiver lacks authority, we would like to ask the judge to provide assistance in this matter.

2. As previously addressed, in addition to power we paid for a road.
\$5000.00 US (1/2 to lot 439 and 1/2 to lot 440)

3. We would like to ensure that we are understanding the examples used.

Development Price: \$142,560.00 -is the “contract price” referred to for the “15%”.

The Development Price: (\$142,560.00) minus 35% (if opting not to sell for five years) minus (down payment, HOA payments, GST payments, and monthly payments made) equal the new Contract price? Which will be financed at 0% interest for 10 years.

4. We want to ensure that the New Sanctuary will continue to have the benefits in the SRWR’s Where is this addressed? Also, use of the amenities-beach club, island, marina, common areas, etc.

Admission to membership of Sittee River Wildlife Reserve, a not-for-profit company, limited but guarantee whose objects include the establishment, maintenance and operation of a wildlife sanctuary, nature reserve and conservation park.

5. The bridge- we would like to be on record that we are not in support of the bridge. It will come at an exorbitant cost for its construction and ongoing cost by creating additional security issues.

6. Lastly, our contract had a Special Conditions clause. We built more house than we needed in a rushed timeline to meet the criteria for this program. Are there any provisions planned for this? Just to put it out there; When a new developer is in place maybe this could be utilized for prospective client’s “tours”.

Special Conditions: In order to qualify for the rental guarantee program, the purchaser agrees to commence construction of a single-family home on the herein referenced lot within twelve (12) months after the date that water and drainage utilities are available at the said lot. If the purchaser does not commence construction by submitting a complete application with plans stamped by a BZ Architect to the Architectural Review Board within the above stated period of time, the purchaser will no longer be eligible for the rental guarantee program.

Sincerely,

Patricia Effenberger & Todd Hodge