

**CITY OF NORTH MIAMI  
COMMUNITY DEVELOPMENT BLOCK GRANT  
REHABILITATION LOAN AGREEMENT**

This **REHABILITATION LOAN AGREEMENT** ("Agreement") is entered into this \_\_\_\_\_ by and among the following parties: **Fleuril Vilmar** and **Marie Lourdes Boereau** ("Owner(s)", the owners of the subject property; the **City of North Miami** ("City"), a Florida municipal corporation, having its principal office at 776 NE 125 Street, North Miami, Florida 33161; and **Tru-Green Construction, Inc.** ("Contractor"), a Florida corporation, with its principal business address at 4952 NW 7th Avenue, Ste 6, Miami, Florida 33127, (collectively referred to as the "Parties"), regarding the rehabilitation of the real property legally described as:

Lot 9, in Block 3 of TAYLOR MANOR, according to the Plat thereof, recorded in Plat Book 56, Page 48, of the Public Records of Miami-Dade County, Florida a/k/a, 1100 NW 129 Street, North Miami, Florida 33168 ("Subject Property")

**WITNESSETH:**

**WHEREAS**, the Federal Department of Housing and Urban Development ("HUD") has provided Community Development Block Grants ("CDBG") to local governments designed to address housing, economic development and infrastructure needs of the community that primarily benefit low- and moderate-income persons; and

**WHEREAS**, the City has determined through its Consolidated Plan for CDBG funds ("Program"), adopted by the Mayor and City Council on October 13, 2020, under Resolution 2020-R-116, to provide assistance to eligible homeowners within the City for the purpose of rehabilitating their properties ("Project"), in accordance with CDBG criteria specifically described in Title I of the Housing and Community Development Act of 1974; 24 CFR Part 570; 42 U.S.C. 5301 et seq.; and

**WHEREAS**, the Owner(s) has agreed to the Project in accordance with Program specifications; and

**WHEREAS**, this Agreement is entered into after compliance by the Parties with all applicable provisions of federal, state, and local laws, statutes, rules and regulations.

**NOW, THEREFORE**, in consideration of the mutual promises and the grant money in the amount of **Thirty-Two Thousand Three Hundred Dollars and 00/100 Cents (\$32,300.00)**, the Parties acknowledge the receipt of the grant funds and agree as follows:

1. **CDBG Funds.** The Community Development Block Grant (CDBG) funds in the amount of **Thirty-Two Thousand Three Hundred Dollars and 00/100 Cents (\$32,300.00)** are being utilized for the rehabilitation of the Subject Property, as set forth in the Scope of Services attached hereto as Exhibit "A".
2. **City's Responsibility.** The City shall have the sole responsibility and obligation to interpret the intent and purpose of the Program and the Contract Documents.
3. **Homeowner(s) Responsibilities.** The Homeowner(s) is/are receiving a grant from the City of North Miami, Florida, secured by the above-described property. In consideration of this grant, the Homeowner(s) agree to cooperate promptly with the City of North Miami and its agents in correcting or completing any required documents, including the updating of any agreement documents, if deemed necessary or desirable by the City. This may include the correction or execution of a new note and mortgage to reflect the agreed terms. The Homeowner(s) understand that refusal to do so may jeopardize their continued participation in the Program.
4. **Project Compliance.** The Project shall be performed in accordance with the applicable codes, ordinances, and statutes of the City, Miami-Dade County, and the State of Florida.

5. **Property Maintenance and Insurance Requirements.**

- a. The Owner(s) agree to maintain the property in good condition after the Project is completed.
- b. If the property is located in a Federal Emergency Management Agency (FEMA) 100-year flood plain zone, the Owner(s) must maintain an active flood insurance policy.
- c. The Owner(s) agree to purchase and maintain Homeowner's Insurance, Windstorm Insurance, or Flood Insurance (as applicable) upon the completion of the rehabilitation work on the property.

The required insurance coverage details are as follows:

- i. **Hazard (or Homeowner's) Insurance:** A policy for the replacement value as determined by the insurer, properly endorsed.
- ii. **Windstorm Insurance (if applicable):** Proof of coverage for the replacement value, properly endorsed, if not already covered by the Homeowner's Insurance policy.
- iii. **Flood Insurance (if applicable):** Proof of coverage for the replacement value, properly endorsed, if the subject property is located within a Flood Zone.
- iv. The **mortgagee loss payee clause** on the insurance policy(ies) must read as follows:

"City of North Miami, Florida  
ISAOA ATIMA  
(Its Successors and/or Assigns, as Their Interests May Appear)  
776 NE 125 Street  
North Miami, Florida 33161-5654"

6. **CDBG Funds Acknowledgment.** The Parties acknowledge and agree that the funds provided under this Agreement derive from CDBG Program funds appropriated to the City by HUD for the uses and purposes set forth herein.

7. **Owner(s) Occupancy and Repayment Obligation.** a. The Owner(s) acknowledge that the property is their primary residence and agree to continuously occupy the property as such for at least a seven (7) year period commencing on the date of execution of this Agreement. b. If the Owner(s) fail to continuously occupy the property as their primary residence for the entire seven (7) year period, the funds provided shall be immediately reimbursed to the City on a pro-rata basis for the time period remaining in the seven (7) years. c. The Parties further agree that the funds provided by the City derive from the CDBG Program and that such funds shall be secured by a non-interest-bearing Promissory Note and Mortgage, which shall take priority over all other encumbrances, except a Purchase Money First Mortgage. d. The Parties agree that the indebtedness shall be partially forgiven in the amount of **Four Thousand Six Hundred Fourteen Dollars and 29/100 Cents (\$4,614.29)** per year over the seven (7) year period, until fully forgiven.

8. **Sale, Transfer, or Subordination of Interest.** a. If any interest in the property is sold, conveyed, or transferred, or the Note and Mortgage created by this Agreement is subordinated, whether voluntarily or involuntarily, including in the event of bankruptcy or foreclosure, within seven (7) years of the execution of this Agreement, such an event shall be considered a default unless the Owner(s) agree to repay the remaining balance of the funds provided prior to such event. b. In the event of a default, the indebtedness shall become payable at a rate of four percent (4%) simple interest per year on the unpaid principal amount. c. Any person or entity who, after the execution of this Agreement, purchases or receives any interest in the subject property shall be bound by the terms and conditions of this Agreement and shall execute any and all documents required by the City.

9. **Binding Effect and Duration of Restrictions.** a. All conditions and restrictions of this Agreement shall be considered as covenants running with the land and shall bind all successors, assigns, and

persons claiming ownership of all or any portion of the subject property for a period of seven (7) years from the date that the Note and Mortgage are recorded. b. After seven (7) years, the restrictions shall be released by the City.

10. **Liens on Property.** The Owner(s) and Contractor shall not voluntarily create or permit, or suffer to be created or to exist on or against the Subject Property, any lien superior to the City's interest. The Owner(s) and Contractor agree to keep and maintain the property free from the claims of all parties supplying labor or materials that enter into the construction or installation of improvements under this Agreement.
11. **Civil Action for Non-Compliance.** The City may seek civil action and impose penalties, including court costs, attorneys' fees, and reasonable administrative expenses, should the Owner(s) fail to comply with the covenants and restrictions set forth in this Agreement.
12. **City's Inspection Rights.** The City may periodically inspect the real property to ensure compliance with the terms of this Agreement.
13. **Termination Due to Obstruction of Inspection.** In the event that the Owner(s) or Contractor prevents the City from inspecting the Project to ensure compliance with this Agreement, the Contract Documents, or applicable HUD regulations, federal, state, or local laws, the City shall be entitled to immediately terminate this Agreement, retain any remaining funds, seek reimbursement for any funds already disbursed for the Project, or seek any other relief as permitted by this Agreement or applicable law. Furthermore, any action by the Owner(s) or Contractor that prevents or denies the City's inspection of the Project will constitute a default of this Agreement, and the City shall be entitled to exercise any and all remedies available under law or equity.
14. **Termination of Contractor Services.** If the Owner(s) terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead. The total compensation shall not exceed 20% of the labor and materials' cost. As a condition of payment, the Contractor shall submit verifiable written documentation of labor and material expenses to the City. The Contractor shall be compensated from the funds provided for this Project. The Contractor shall not seek any further relief or file any claim against the City should such termination or cancellation occur as provided in this paragraph.
15. **No Release or Amendment of Agreement.** The Owner(s) shall not release, amend, or modify this Agreement without the prior written consent of the City.
16. **Waiver of Right to Sue and Lien.** The Contractor, its subcontractors, agents, or employees waive any right to bring a lawsuit against the City or the Owner(s) for breach of this Agreement and agree to pursue alternative dispute resolution for all matters arising out of this Agreement.  
  
In conjunction with the above, the Contractor, its subcontractors, agents, or employees waive any right to file a lien against the Subject Property.
17. **Payment and Discharge of Obligations.** Payment to the Contractor for the Project shall be made in accordance with the terms set forth in Exhibit "B". Upon payment to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities, and commitments to the Owner(s), Contractor, or any third party.
18. **Limitation of Liability.** The City desires to enter into this Agreement with a limit on its liability for any cause of action arising out of this Agreement, such that the City's liability shall never exceed the total monetary commitment of **Thirty-Two Thousand Three Hundred Dollars and 00/100 Cents (\$32,300.00)**. The Owner(s) and Contractor acknowledge and express their willingness to enter into this Agreement with the understanding that recovery from the City for any claims arising out of this Agreement will be limited to the total amount of the City's monetary commitment of

**Thirty-Two Thousand Three Hundred Dollars and 00/100 Cents (\$32,300.00)**, minus any funds actually paid by the City pursuant to this Agreement. Nothing in this paragraph, or elsewhere in this Agreement, is intended to waive the limitations of the City's liability as set forth in Section 768, Florida Statutes. Additionally, the City does not waive its sovereign immunity, and no claim or award against the City shall include attorneys' fees, investigative costs, or pre-judgment interest.

19. **Indemnification and Hold Harmless.** The Owner(s) and Contractor shall hold harmless, indemnify, and defend the City, its officers, and employees from any and all obligations, liabilities, actions, claims, causes of action, suits, or demands arising from or related to this Agreement.
20. **No Subleasing, Transfer, or Assignment.** The Owner(s) and Contractor shall not sublease, transfer, or assign any interest in this Agreement without the prior written consent of the City.
21. **Default and Termination.** In the event of a default, the City may mail a notice of default to the Owner(s) or Contractor. If the default is not fully and satisfactorily cured, in the City's sole discretion, within thirty (30) days of mailing the notice of default, the City may cancel and terminate this Agreement without liability to any other party. The City shall also determine the amount of compensation to be paid to the Contractor for work completed up to the time of termination. The Contractor shall be responsible for all repairs and replacements to the City's satisfaction.
22. **Legal and Equitable Actions for Enforcement.** In the event of a default, the City shall additionally be entitled to bring any and all legal or equitable actions in Miami-Dade County, Florida, to enforce its rights and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees at both the trial and appellate levels, to the extent allowed by law.
23. **Default Definition.** A default shall include, but not be limited to, the following acts or events of the Owner(s), Contractor, or their agents, servants, employees, or subcontractors:
  - a. Failure by the Contractor to: (i) Commence work within thirty (30) days from the issuance of a Notice to Proceed; (ii) Diligently pursue construction and complete the project within the time frame allotted in the Notice to Proceed, including securing a Final Certificate of Completion; or (iii) Provide the required documentation for final payment within thirty (30) days from the issuance of the Final Certificate of Completion.

Work shall be considered to have commenced and be in active progress when, in the opinion of the City, a full complement of workmen and equipment are present at the site, diligently incorporating materials and equipment in accordance with the Project throughout each full working day, weather permitting.
  - b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing, zoning laws, rules, regulations, or codes.
  - c. Insolvency or bankruptcy of the Owner(s) or the Contractor.
  - d. Failure by the Contractor to maintain the insurance required by the City.
  - e. Failure by the Contractor to correct defects within a reasonable time, as determined by the City in its sole discretion.
  - f. Breach of any term or condition of this Agreement by the Owner(s) or Contractor.
24. **Default by Owner(s) Due to Insolvency or Bankruptcy.** If the Owner(s) defaults this Agreement by insolvency or bankruptcy, the following shall apply:
  - a. Should this Agreement be entered into and fully executed by the Parties, funds released and the Owner(s) files for bankruptcy, the following provisions shall apply:
    - i. Voluntary Petition or Order for Relief. In the event the Owner(s) files a voluntary petition under 11 U.S.C. §§ 301 or 302, or if an order for relief is entered under 11

U.S.C. § 303, the Owner(s) or Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owner(s) agrees that, in the event of this default, the City may, at its option, seek relief from the automatic stay provisions pursuant to 11 U.S.C. § 362. The City shall be entitled to seek relief from the automatic stay under 11 U.S.C. § 362(d)(1) or (d)(2), and the Owner(s) waives the notice provisions under 11 U.S.C. § 362 and any applicable local bankruptcy rules. The Owner(s) acknowledges that this waiver is made knowingly and voluntarily.

- ii. **Adequate Protection Payments.** If the City does not seek relief from the stay, or if relief is denied, the City shall be entitled to monthly adequate protection payments pursuant to 11 U.S.C. § 361. The amount of these payments will be determined in accordance with the terms of the Note and Mortgage executed by the Owner(s) in favor of the City.
- iii. **Bankruptcy Under Chapter 13.** In the event the Owner(s) files for bankruptcy under Chapter 13 of Title 11 of the United States Code, the Owner(s) agrees to cure any amounts in arrears within a period not to exceed twenty-four (24) months from the date of the confirmation order. Such payments shall be in addition to the regular monthly payments required by the Note and Mortgage, if applicable. Furthermore, the Owner(s) agrees that the City is over-secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. § 506(b). These fees shall be allowed and payable as an administrative expense. If the Owner(s) has less than five (5) years of payments remaining on the Note, the Owner(s) agrees that any confirmed plan of reorganization will provide that the remaining payments will be satisfied in accordance with the Note, and the remaining payments or claim will not be extended or amortized over a longer period than the time remaining under the Note.

- b. If this Agreement is entered into and fully executed, but funds have not been released to the Owner(s) or Contractor, and the Owner(s) files for bankruptcy, the following provisions shall apply:

In the event the Owner(s) files a voluntary petition pursuant to 11 U.S.C. §§ 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, the Owner(s) acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under this Agreement. The Owner(s) further acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. § 365, and is not capable of being assumed pursuant to 11 U.S.C. § 365(c)(2), unless the City expressly consents in writing to the assumption. If the City consents to the assumption, the Owner(s) agrees to file a motion to assume the Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Owner(s) further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. § 365(b)(1).

- c. Should the Parties wish to execute the Agreement after the Owner(s) has filed for bankruptcy, the following provisions shall apply:
  - i. **Post-Petition Financing.** If the Owner(s) is a current debtor in bankruptcy, at the request of the City, the Owner(s) shall file a motion for authorization to obtain post-petition financing pursuant to 11 U.S.C. § 364(d)(1). Any funds loaned by the City shall be secured by a lien on the real property in first priority, ahead of any other existing liens, unless otherwise agreed to in writing by the City.
  - ii. **Legal Remedies in Case of Default.** In the event of a default, the City shall be entitled to pursue any and all available legal and equitable remedies, including but not limited to those remedies provided herein.

**25. Default by Contractor due to Insolvency or Bankruptcy.** If the Contractor defaults under this Agreement due to insolvency or bankruptcy, the following provisions shall apply:

- a. **Voluntary Petition or Order for Relief.** In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. § 301, or if an order for relief is entered under 11 U.S.C. § 303, the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under this Agreement. The Contractor further acknowledges that this Agreement is an executory contract within the meaning of 11 U.S.C. § 365. The Contractor agrees to file a motion to assume the Agreement within fifteen (15) days after filing a voluntary petition under 11 U.S.C. § 301, or within five (5) days following the entry of an order for relief under 11 U.S.C. § 303. The City expressly reserves the right to oppose any motion to assume the Agreement filed by the Contractor. If the Contractor does not voluntarily assume the Agreement, or if the United States Bankruptcy Court does not authorize the Contractor's assumption of this Agreement, the Contractor acknowledges that the City may assert a valid claim of recoupment, thereby being entitled to recoup any damages suffered due to the Contractor's breach of this Agreement. This recoupment may be applied against any monies owed to the Contractor under the Agreement.
- b. **Assumption of Agreement by Contractor.** If the Contractor is authorized by the Bankruptcy Court to assume this Agreement, the Contractor acknowledges and agrees that it shall cure any and all existing defaults upon the entry of an order by the United States Bankruptcy Court authorizing the assumption. Additionally, the Contractor agrees to provide adequate assurance of future performance, including, but not limited to, assurances that the Contractor will complete the project in accordance with the agreed-upon time frame and terms under this Agreement.
- c. **Default by Owner(s) and Contractor's Obligations.** In the event the Owner(s) defaults under this Agreement due to insolvency or bankruptcy, either by filing a voluntary petition under 11 U.S.C. §§ 301 or 302, or by the entry of an order for relief under 11 U.S.C. § 303, the Contractor fully understands, acknowledges, and agrees to be bound by the provisions contained in Paragraph 22(a)(1), (a)(2), (a)(3), (b), and/or (c) as applicable, in the event the Contractor files a voluntary petition under 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303. The Contractor further acknowledges that if the City is not obligated to perform under the terms of this Agreement due to the Owner(s) defaulting under the Agreement, the City is entitled to assert any defenses available to it against the Owner(s), including any claims or rights of recoupment, against the Contractor.
26. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The exclusive venue for any legal action arising under this Agreement shall be in the courts of Miami-Dade County, Florida.
27. **Compliance with Housing and Community Development Act.** The Owner(s) and Contractor shall comply with all applicable requirements set forth in Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended.
28. **Notices and Demands.** All notices, demands, correspondence, and communications between the Parties shall be deemed sufficient if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the City:                      City of North Miami  
776 NE 125 Street  
North Miami, Florida 33161  
Attn: City Manager

With copies to:                      City of North Miami  
776 NE 125 Street  
North Miami, Florida 33161  
Attn: City Attorney  
Attn: Housing & Social Services, Director

If to Contractor:                      Tru-Green Construction, Inc.

Frank Orphe (Registered Agent)  
4952 NW 7 Avenue, Ste 6  
Miami FL 33127



If to Owner(s): Fleuril Vilmar and Marie Lourdes Boereau  
1100 NW 129 Street  
North Miami FL 33168

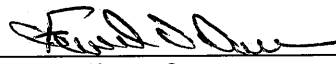
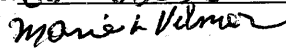
or to such address and to the attention of such other person as the Parties may from time to time designate by written notice to the others.


29. **Binding Effect.** It is understood and agreed that all Parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.
30. **Amendments and Modifications.** Any amendments, alterations or modifications to this Agreement will be valid only when they have been reduced to writing and signed by the Parties.
31. **Waiver of Breach.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
32. **Severability.** Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

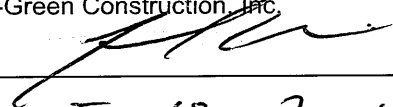
***[Remainder of page intentionally left blank; Signature page follows]***

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.

  
\_\_\_\_\_  
Witness  
Date: 5/13/25  
  
\_\_\_\_\_  
Witness  
Date: 5/13/2025

  
\_\_\_\_\_  
Fleuril Vilmar, Owner  
Date: 05-13-2025  
  
\_\_\_\_\_  
Marie Lourdes Boereau, Owner  
Date: 05-13-2025

  
\_\_\_\_\_  
Witness  
Date: 5/13/25

**CONTRACTOR:**  
Tru-Green Construction, Inc.  
By:   
\_\_\_\_\_  
Date: 5-13-2025

**APPROVED BY:**

\_\_\_\_\_  
Alberte Bazile, MBA  
Housing & Social Services Director

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

**ATTEST:**

\_\_\_\_\_  
Vanessa Joseph, Esq., City Clerk

City of North Miami, a Florida municipal  
Corporation:

\_\_\_\_\_  
Anna-Bo Emmanuel, Esq., FRA-RA,  
Interim City Manager

\_\_\_\_\_  
City Clerk Date Signed

\_\_\_\_\_  
Interim City Manager Date Signed

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Jeff P. H. Cazeau, Esq., City Attorney

\_\_\_\_\_  
City Attorney Date Signed



## **Exhibit A**

### **SCOPE OF SERVICES**

OWNER and CONTRACTOR agree to undertake the following repairs:

|                             |
|-----------------------------|
| <b>GENERAL REQUIREMENTS</b> |
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#### **LEAD REPORT**

As part of these specifications, a 'Lead-Based Paint Inspection Report' provided by AGC Consultants, LLC., Project No. AGC-24-0418 performed on December 8, 2024, was e-mailed to all contractors attending the Pre-Bid Meeting and signed the sign-in sheet. By signing the sign-in sheet at the Pre-Bid Conference, the contractors acknowledge receiving the report. However comprehensive the report appears; it cannot claim to have identified all lead containing materials. It is the Contractor's responsibility to determine compliance with EPA and OSHA standard.

#### **GENERAL PAINT SPECIFICATIONS**

Unpainted materials require priming and two coats of paint. Tint the primer per color selection. Previous paint surface should receive two coats of paint. All stains should be spot-primed before painting. Unless otherwise mentioned in the specifications, all paint must be mid-grade or better, and minimum 15 years warranty paint, which are ZERO VOC products, for interior paint and ZERO OR LOW VOC 100% acrylic products, for exterior paint. Acceptable paint manufacturers (unless specified in the line item) are Benjamin Moore, Sherwin Williams, Glidden/ICI, PPG, Olympic, Valspar or approved equal. Housing Inspector shall verify brand and VOC level. The City of North Miami Community Planning and Development is to select all colors and confirmed in writing. Upon completion, contractor must provide the City of North Miami Community Planning and Development a list of all paint code numbers per rooms and locations, for later color matching.

#### **CLEAN UP**

Contractor agrees to keep the property clean and orderly during the course of the work and to remove all materials, debris, equipment and machinery at the completion of the workday. Clean interior and exterior work in a professional, workmanship type manner with all O.S.H.A. safety laws and rules observed.

- Remove all debris daily and broom always clean the worksite.
- Contractors shall not use residential bulk and regular trash pickup systems to remove construction debris.
- City's official waste management providers must be used for all waste disposal activities for this project.
- All related construction items removed will become the property of the Contractor, unless a prior agreement is reached (in writing) with City of North Miami Community Planning and Development.

#### **PERMITS AND MISCELLANEOUS FEES**

All permits, inspections, process fees, impact fees, miscellaneous fees, Notice of Commencement, engineering or survey required to complete the following tasks shall be the responsibility of the Contractor.

- For the Home Inspector, the contractor must have on site the complete permit package for all trades (permit cards, applications, drawings, etc.).

- **Uniform Mitigation Verification Inspection Form** - Upon completion of the work specifications, the Contractor must completely fill-out the Uniform Mitigation Verification Inspection Form, include supplying at least one photograph to accompany this form to validate each attribute marked in questions 3 through 7 and performing research to determine permit history and year house built.
  - Submitted form MUST contain the Homeowner signature.
  - Submitted form MUST contain the Inspector's Wind Mitigation Certificate of Completion.

|  |
|--|
| <b>ROOF REPLACEMENT (SLOPE AND FLAT ROOF)<br/>AND ATTIC INSULATION</b> |
|--|

#### GENERAL ROOF SPECIFICATIONS

Install sheathing end joints over rafters. All supporting verge rafters shall extend back into the roof at least four feet. Brace all sagging portions of the roof with same size lumber to nearest bearing wall. Use purlins when necessary. The first two hundred square feet or linear feet of unforeseen rotten or damaged sheathing replacement will be included in the contract price. Replacement of any additional sheathing requires the Housing Inspector's verification and authorization prior to replacement. **Note: the contractor must examine the fascia, sub-fascia and soffit. Exposed beam, rafters, joists, fascia (with sub-fascia) and soffit replacement will not count as additional wood and no change order allowed for replacement.** An Engineer Certification is required for repair/replacement of roof framing components of structural concern. Install the roofing material, its components and vents in strict compliance with the Florida Building Code, Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE).

- **The Contractor agrees to provide a five (5) years warranty for all work performed under roofing specifications. This will include all labor and materials.** During warranty period, Contractor shall promptly make such corrections as may be necessary. Homeowner is to give notice of roof defects promptly upon observation.
- **Contractor must verify all trusses/rafters roof-to-wall hurricane tie down prior to roof removal. Prepare a proposed change order to install missing and/or properly nailed straps that wrap over the top of the trusses/rafters prior to installing the new roof system.**
- **Contractor must verify all trusses/rafters roof-to-wall hurricane tie down prior to drying-in the roof. See the "provisional" work item below to install missing straps that wrap over the top of the trusses/rafters prior to completing the new roof system.**

**01) \*PROVISIONAL\* INSTALL STRAPS AS ROOF-TO-WALL HURRICANE TIE DOWN  
\$ 4,500.00**

LOCATIONS: SLOPE ROOF, FLAT ROOF

Before completing the new roof-system install missing roof-to-wall hurricane tie down with **straps** that wrap over the top of all trusses/rafters. This item requires a permit.

- a) Please note contractors not expected to examine existing conditions prior to bidding. This work item assumes there are no roof-to-wall hurricane tie downs (or not properly installed).
- b) **Before performing** this work item, the Contractor must provide **Engineer Recommendation** of what is required, to Home Inspector and the Contractor must provide pictures (with reference points) as proof of existing condition.
- c) **After performing** this work item, the Contractor must provide **Engineer Certification** of work completed, to Home Inspector and the Contractor must provide pictures (with reference points) as proof of work performed:
  - o Contractor must provide pictures (with reference points) of finished straps on each side and
  - o Contractor must provide pictures (with reference points) of new sheathing on each side.
- d) If truss/rafter roof-to-wall hurricanes tie-downs **do exist** then the complete bid amount for this work item will be, **deduct from contract amount**. The contractor must **immediately** prepare and submit a **credit change order**. If the roof-to-wall hurricanes tie-downs **partially exist**, then contractor must **prepare a proposed credit change order** for approval.
- e) **Existing** minimum acceptable hurricane tie-down **straps** must have 3-16d nails bent: 2-16d nails on the front side of strap and 1-16d nail to tie-down end of strap bent over truss/rafter on the other side.
- f) Where roof sheathing/decking sections are removed, the removed portions shall not be reused. New paneling shall be used and fastened as in new construction, per FBC R908.8.1.1. Any wood roof decking in good condition, rotten or damaged, that is removed and replaced to install roof-to-wall tie-downs:
  - o cannot be part of the wood allowance per General Roof Specifications and
  - o cannot be counted as extra wood in a proposed change order.
  - o Provide pictures of all new plywood installed.

## **02) SLOPED ROOF REPLACEMENT - DIMENSIONAL SHINGLES**

WITH SECONDARY WATER RESISTANT

**\$ 14,700.00**

LOCATION: HOUSE, EXCLUDE THE SHED

Reason for replacement: the existing shingle roof is past its normal useful life.

Remove all existing roofing covering, underlayment, and flashings to bare sheathing.

Remove all protruding nails or staples. Sweep-clean sheathing of all foreign materials.

Haul away all roofing debris from property at once.

Replace all rotten, damaged, and missing sheathing and rafters, per General Roof Specifications.

Furnish and install new underlayment, 3 inches factory painted white galvanized steel drip edge, galvanized steel valleys, return/wall flashings, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks.

Underlayments shall be exposed in accordance with the manufacturer's recommendations, **in no case shall the 30 lbs. felt underlayment exposure to sunlight exceed 30 days. If exposure exceed 30 days Contractor must replace the felt underlayment.**

Furnish and install new dimensional fungus resistant shingles mechanically fastened to deck.

Apply valley shingles in an open or closed fashion only, not woven.

The Homeowner will select colors from the manufacturer's standard colors.

Upon completion of all work items, Contractor will provide the Homeowner with the manufacturer's shingle warranty and Contractor's five-year warranty against leaks.

This item requires a permit.

- a) Remove all unused vent stacks.
- b) Secondary Water Resistant - A secondary water resistant shall be installed using one of the following methods (provide photos):
  - o a) All joints in roof sheathing or decking shall be covered with a minimum 4 in. wide strip of self-adhering polymer modified bitumen tape applied directly to the sheathing or decking.
  - o b) The entire roof deck shall be covered with an approved self-adhering polymer modified bitumen cap sheet.
- c) **Secondary water resistant must be shown on the Roof Permit in Section D.**
- d) Install factory painted white galvanized drip edge.
- e) All shingles shall be - fiberglass asphalt shingles, algae resistance, rated for a minimum 130 mph wind resistance and have a Class A fire rating. Acceptable shingles are Timberline HD as manufactured GAF and Duration Shingles as manufactured by Owens Corning or approved equal.
- f) **Sidewall Flashing - install new metal sidewall flashing (continuous flashing).**
- g) Replace all missing, damaged, or deteriorated fascia and soffit (including soffit vents). Haul away all debris from property at once. Furnish and install new 1"x2" pressure treated furring, as required. Fascia and soffit (including all damaged, painted screen, missing or deteriorated soffit vents) replacement shall be with matching size and material. Miter outside corners. Secure all fascia and soffit with non-corrosive nails. The minimum length of any fascia or soffit segment shall be 5 feet. As required, the contractor must remove and reattach all attachments (including patio enclosure framing and metal roofs) to the fascia and soffit removed, after fascia and soffit replacement. Paint the replaced fascia and soffit, per the General Paint Specifications, to match existing, providing a uniform opaque coverage.
- h) **Contractor must verify all trusses/rafters/joists roof-to-wall hurricane tie down prior to complete roof removal. Take before and after pictures (with reference points). See the "provisional" work item to install missing straps that wrap over the top of the trusses/rafters prior to completing the new roof system.**

- i) If the truss/rafter roof-to-wall hurricane tie-downs exist, take pictures (with reference points) for the hurricane mitigation report.
- j) The contractor provides Engineer Recommendation and Certification required for framing structural members to Home Inspector and the City of North Miami HOUSING.

**03) FLAT ROOF REPLACEMENT - MODIFIED BITUMEN**

**\$ 8,600.00**

Reason for replacement: the existing flat roof is in poor condition and past its normal useful life, there are several leaks inside the house.

Remove all existing roofing covering, underlayment, and flashings to bare sheathing. Remove all protruding nails or staples. Sweep sheathing clean of all foreign materials and haul away all roofing debris from property at once.

Replace all rotten, damaged, and missing sheathing and rafters as per General Roof Specifications and paint to match existing.

**Install four (4) ply roofing system**, see below.

Upon completion of all work items, Contractor will provide the Homeowner with the manufacturer's warranty and Contractor's five-year warranty against leaks.

This item requires a permit.

- a) **NOTE: OVER THE LIVING AREA, INSTALL MINIMUM 3" ISOCYANURATE R-19 INSULATION BOARD IS REQUIRED AT THE FLAT PORTION OF ROOF (MECHANICALLY FASTEN). INSTALL AN INSULATION STOP, CANT STRIP AND REQUIRED FASCIA ON THE ROOF PERIMETER.**
- b) **Inspection of the complete original roofing permit application (including Section C) is required for the final inspection.**
- c) **Furnish and install the following roofing system:**
  - new underlayment mechanically fastened to the deck. Underlayments shall be exposed in accordance with the manufacturer's recommendations, in no case shall the 75 lbs. felt underlayment exposure to sunlight exceed 30 days. If exposure exceed 30 days, Contractor must replace the felt underlayment.
  - INSTALL ISOCYANURATE INSULATION BOARD TO PROVIDE MINIMUM R-19 ON THE FLAT PORTION OF ROOF. FOLLOW THE MANUFACTURER OF THE ROOFING MEMBRANE PRODUCT APPROVAL FOR MOPPING TO AND ATTACHING THE ISOCYANURATE INSULATION BOARD.
  - Positive roof drainage is required, with no pooling or ponding water allowed. If necessary, tapered insulation and/or the buildup of low areas should be utilized to eliminate pooling or ponding.
  - two layers of fiberglass **ply-4** sheet, solid mopped with hot asphalt and
  - one layer of Fire Rated Modified Bitumen solid mopped with hot asphalt.

- where required, install new minimum **3 inches factory painted white galvanized** steel drip edge, galvanized steel valley, return/wall flashing, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks. Note drip edge over 4 inches face must be installed with a cleat, per FBC.
- d) Remove all unused vent stacks.
  - e) Sidewall Flashing - install new metal sidewall flashing (continuous flashing).
  - f) Remove and re-install existing gutters. Make miscellaneous repairs to gutters and downspouts. Take before pictures (with reference points) of existing gutters and downspouts condition.
  - g) Replace all missing, damaged, or deteriorated fascia and soffit (including soffit vents). Haul away all debris from property at once. Furnish and install new 1"x2" pressure treated furring, as required. Fascia and soffit (including all damaged, painted screen, missing or deteriorated soffit vents) replacement shall be with matching size and material. Miter outside corners. Secure all fascia and soffit with non-corrosive nails. The minimum length of any fascia or soffit segment shall be 5 feet.  
As required, the contractor must remove and reattach all attachments (including patio enclosure framing and metal roofs) to the fascia and soffit removed, after fascia and soffit replacement. Paint the replaced fascia and soffit, per the General Paint Specifications, to match existing, providing a uniform opaque coverage.
  - h) **Contractor must verify all trusses/rafters/joists roof-to-wall hurricane tie down prior to complete roof removal. Take before and after pictures (with reference points). See the "provisional" work item to install missing straps that wrap over the top of the trusses/rafters prior to completing the new roof system.**
  - i) If the truss/rafter roof-to-wall hurricane tie-downs exist, take pictures (with reference points) for the hurricane mitigation report.
  - j) The contractor provides any Engineer Certification required for structural changes.

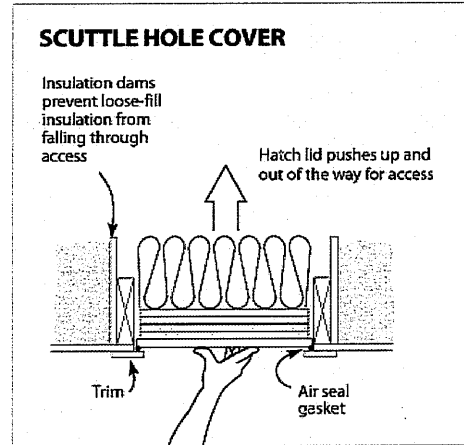
#### **04) INCREASE ATTIC INSULATION TO R-30**

**\$ 4,500.00**

Reason for insulating: the existing insulation has settled. Increase R-value.

- a) The attic is not totally accessible and to properly insulate the attic the contractor must remove some sheathing while replacing the roof shingle. Provide photos to verify the attic insulation.
- b) The Homeowner shall remove all stored material in the attic space, prior to contractor installing insulation.
- c) Increase the attic insulation. Install insulation to R-30 value blow-in insulation, loose-fill insulation and/or blanket insulation, in the attic and ceiling above living space. Prevent the insulation from blocking soffit vents. Follow the electrical codes; keep insulation at least 3 inches from heat-producing fixtures, such as recessed lights. When work is completed give the Homeowner a certificate for an R-30 Insulated Attic.

- d) Box around the interior of the attic access scuttle hole (approximately 8" high insulation dam), to prevent the insulation from falling inside the living area when the attic door is open. Or batt insulation as an insulation dam.
- e) Replace the attic access door, with ½" AC plywood. Replace the door trim. Match style of trim with existing casing/trim in the home. Make the door panel fully functional and check the framed opening, make the necessary repairs. Patch and paint the door panel and trim and adjacent surfaces around access door opening to match existing. Laminate three (3) layers of R10 rigid foam insulation (or combination of rigid and batt insulation to get R30), and mount to the backside of the plywood door. Weather-strip the perimeter of the attic scuttle. Do not use foam tape weather-stripping.



**TOTAL CONTRACT AMOUNT: \$32,300.00**

**EXHIBIT "B"**

**LEAD INSPECTION**

(The lead inspection for said property was previously administered)

**LEAD BASE PAINT INSPECTION**

All single-family properties rehabilitated through Federal and/or State funding are subject to lead-based inspections in accordance with the U.S. Environmental Protection Agency ("EPA") at 40 CFR Part 745 and Chapter 7 of the HUD Guidelines. Associated Consulting Professionals, Inc. conducted the inspection on December 8, 2024. Funds for the lead-based inspection are part of the Single-Family Rehabilitation Activity delivery costs



## **EXHIBIT "C"**

### **Program Regulations**

All work shall be performed in accordance with applicable federal regulations, including, but not limited to Davis-Bacon Act, Contract Work Hours and Safety Standards Act and Copeland Act (Anti-Kickback Act).

All work shall be performed in accordance with the terms and conditions stipulated in the Agreement and all applicable plans and specifications. Change Orders to increase or decrease the dollar amount or which alter or deviate from the approved scope of work must be approved in writing by the City of North Miami prior to work being performed or Change Orders being undertaken/implemented. Any change in the scope of work which increases the costs of the contract is the Owner's responsibility.

Upon execution of this agreement, the property owner(s) agrees and understands that a sign will be posted in the front of the property for the entire duration of this agreement. **Property owner/Purchaser acknowledges that individuals will be allowed on the property to take photographs.** All projects will be subject to before and after photos and may be included in various local, state and federal reports, which are public records.

### **Commencing Work**

The Project shall begin only after a contract has been executed, a permit pulled, proof that a Notice to Commence has been filed, and submission of a Contractor's Certification, County-required affidavits, proof of required insurances and an up-to-date contractor's license and occupational license.

### **Method of Payment**

Program funds shall be disbursed to the Contractor as follows:

- a. All applications for payment must be accompanied by certified statements (i.e., releases of liens and affidavits from the general contractor, all sub-contractors and suppliers) showing that the property is free and clear of mechanics, materialmen's or any other type of liens or obligations relating to the construction of the project. Also, a copy of both sides of the permit and inspection record card must accompany each payment request. All funding entities must authorize payments.
- b. Program funds shall be paid upon compliance by the contractor with the following:
  1. Environment Review
    - The National environmental Policy Act (42 U.S.C. 4321, et seq.);
    - The Council on Environmental Quality Regulations (40 CFR Parts 1500 – 1508);
    - Environmental Review Procedures (24 CFR Part 58);
    - National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.);
    - National Flood Insurance Act of 1968 as amended by the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.)
  2. Lead Based Paint
    - Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.);
    - HUD Lead Based Paint Regulations (24 CFR Part 35).
  3. Asbestos
    - Asbestos Regulations (40 CFR 61, Subpart M);
    - U.S. Department of Labor Occupational Health and Safety (OSHA) Asbestos Regulations (29 CFR 1910.1001).
  4. Labor Standards
    - The Davis-Bacon Act (40 U.S.C. 276a) as amended;
    - The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);
    - Federal Labor Standards Provisions (29 CFR Part 5.5).

**Additionally, all Parties agreed to comply with all existing federal, state and local laws and ordinances hereto applicable, as amended.**

When requesting a payment, **ALL** of the following documents must be submitted at the same time. If there are any documents missing, the payment request package will **NOT** be accepted.

- Contractor's Invoice
- Release of Liens (Painters, General Contractor & Subcontractors)
- Contractor's Payment Request
- Homeowner's Payment Authorization
- Subcontractor's List
- Contractor's Payment Request Worksheet
- Certificate of Completion (**submit only with final payment**)

Final payment shall be due and payable within **forty-five (45) calendar days** following completion of all terms of this contract and final inspection and acceptance of same by the Homeowner and the City of North Miami.

This instrument prepared by:  
Office of the City Attorney  
Jeff P. H. Cazeau, Esq.  
City of North Miami  
776 NE 125 Street  
North Miami, FL 33161

## DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made and entered into this day of \_\_\_\_\_, by **Fleuril Vilmar** and **Marie Lourdes Boereau**, (collectively, "Owner(s)"), in favor of the City of North Miami, Florida ("City"), a municipal corporation organized and existing under the laws of the State of Florida.

### RECITALS

**WHEREAS**, the Owner(s) are the fee simple title holders of the following described property ("Property") subject to the provisions, covenants, and restrictions contained herein:

Street Address: 1100 NW 129 Street North Miami, Florida 33168

Legal Description: Lot 9, in Block 3, of Taylor Manor, according to the Plat thereof, recorded in Plat Book 56, Page 48, of the Public Records of Miami-Dade County, Florida

Folio Number: 06-2126-015-0450

**WHEREAS**, the City, as a condition for awarding grant funds through the Community Development Block Grant Program ("CDBG Program") for the rehabilitation of the Property, is required to record in the Public Records this Restrictive Covenant; and

**WHEREAS**, CDBG Program guidelines require properties who participate in the Program to be subject to an affordability period during which the Property must be used in accordance with program guidelines; and

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner(s) agree and covenant as follows:

1. **Incorporation of Recitals.** The recitals set forth in the preamble are adopted by reference and incorporated in this Restrictive Covenant.
2. **Affordability Period.** The Owner(s) covenants and agrees that for a period of seven (7) years ("Affordability Period") following the date that this Restrictive Covenant has been executed by the Owner(s), the Property shall continue to be the principal residence of the Owner(s) and the property is maintained in a condition satisfactory to the City, unless fee simple ownership of the Property has been conveyed consistent with the requirements of this Restrictive Covenant.
3. **Restrictions on Transfers.** During the Affordability Period fee simple title to the Property may be conveyed only to a person or persons who: a) Intends to occupy the Property as their principal residence; and b) Has a household income at or below 80% of the Area Median Income (AMI), as defined and published by the U.S. Department of Housing and Urban Development ("HUD").
4. **Termination of Events.** The restrictions in this Restrictive Covenant shall terminate upon the earliest occurrence of any of the following events: a) Sale of the Property to a non-qualified buyer; b) Rental of the Property to a third party; c) Foreclosure or deed in lieu of foreclosure; d) Abandonment of the Property; or e) If the Owner(s) reacquire an ownership interest following a termination event described above.

Notwithstanding the foregoing, the City reserves the right to enforce recapture provisions or other remedies under applicable HUD or City policies.


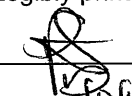
5. **Covenants Running with the Land.** This Restrictive Covenant and all obligations and restrictions contained herein shall run with the land and shall be binding upon the Owner(s), their heirs, successors, assigns, and all subsequent owners or occupants of the Property for the duration of the Affordability Period.

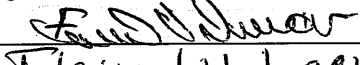
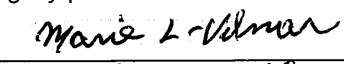
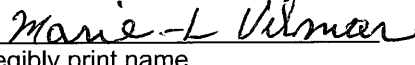
6. **Enforceability.** This Restrictive Covenant shall remain in full force and effect and shall be binding upon the Owner(s), its successors and assigns, and all subsequent owners of the Property for a period of seven (7) years from the date this Restrictive Covenant is recorded.

7. **No Modification Without City Consent.** The Owner(s) acknowledge and agree that the City is an intended third-party beneficiary of this Restrictive Covenant and that no amendment, modification, or release of any provision herein shall be valid or effective without the prior written consent of the City.

8. **Legal Effect.** This Restrictive Covenant is intended to constitute a valid covenant running with the land, and to the extent applicable, an equitable servitude, enforceable in law and equity. All requirements of Florida law necessary for the enforceability and recording of this Restrictive Covenant shall be deemed satisfied. Each and every deed, lease, or other instrument of conveyance of the Property shall expressly state that it is subject to the terms and conditions of this Restrictive Covenant. However, failure to include such language shall not affect the enforceability of this Restrictive Covenant.

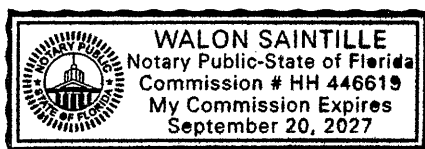
**IN WITNESS WHEREOF**, the Owner(s) have executed this Declaration of Restrictive Covenant on the day and year indicated by the notary public (below).


WITNESS  
  
\_\_\_\_\_  
Polini SANON  
Legibly print name  
  
\_\_\_\_\_  
Polini SANON  
Legibly print name

Signature of Owner  
  
\_\_\_\_\_  
Fleuril Vilmar  
Legibly print name  
  
\_\_\_\_\_  
Marie L Vilmar  
Legibly print name  
  
\_\_\_\_\_  
Marie L Vilmar  
Legibly print name

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13<sup>th</sup> day of May, 20 25, by Fleuril Vilmar & Marie Boereau



  
\_\_\_\_\_  
Notary Public, State of Florida  
Walon Saintille  
\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

☐ Personally Known OR ☒ Produced Identification

Type of Identification Produced: FL ID

This instrument prepared by:  
Office of the City Attorney  
Jeff P. H. Cazeau, Esq.  
City of North Miami  
776 NE 125 Street  
North Miami, FL 33161

CITY OF NORTH MIAMI  
COMMUNITY DEVELOPMENT BLOCK GRANT

**MONEY MORTGAGE**

This Mortgage is made and entered into this day of \_\_\_\_\_, between **Fleuril Vilmar** and **Marie Lourdes Boereau**, (collectively, "Mortgagor(s)"), residing at 1100 NW 129 Street, North Miami, Florida 33168, and the **City of North Miami, Florida** ("Mortgagee").

**WITNESSETH:**

**WHEREAS**, the Mortgagor(s) desire to secure the payment of an indebtedness in the principal amount of **Thirty-Two Thousand Three Hundred Dollars and 00/100 (\$32,300.00)**, with interest payable in accordance with a Promissory Note bearing even date with this Mortgage which is attached as "Schedule A" and made a part of this Mortgage, and all other indebtedness which the Mortgagor(s) is obligated to pay to the Mortgagee pursuant to the provisions of the Note of this Mortgage, hereby grants, conveys and mortgages to the Mortgagee the parcel of land situated in Miami-Dade County, Florida and described as follows:

Lot 9, in Block 3, of Taylor Manor, according to the Plat thereof, recorded in Plat Book 56, Page 48, of the Public Records of Miami-Dade County, Florida a/k/a, 1100 NW 129 Street, North Miami, Florida 33168 ("Subject Property")

**TOGETHER** with all appurtenances and all the estate and rights of the Mortgagor(s) in and to such property or in any way appertaining, all buildings and other structures attached to, or used in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed, including but not limited to all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures, and all replacements and additions, whether or not the same are or shall be attached to such land, buildings or structures in any manner.

**TOGETHER** with any and all awards made for the taking of the Mortgaged Property, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are assigned to the Mortgagee and are deemed a part of the Mortgaged Property, and the Mortgagee is authorized to collect and receive the proceeds of such awards, to give the proper receipts and quitittance, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing may not then be due and payable; and the Mortgagor(s) agrees, upon request by the Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances or any kind and nature; and

**TOGETHER** with all right, title and interest of the Mortgagor(s) in and to the land lying in the streets and roads in front of and adjoining the above-described land (all the above-described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being collectively call the "Mortgaged Property").

**TO HAVE AND TO HOLD** the Mortgaged Property and every part unto the Mortgagee, its successors and assigns forever for the purpose and uses set forth.

The Mortgagor(s) further covenants and agrees with the Mortgagee, as follows:

1. The Mortgagor(s) will promptly pay the principal of and interest on the indebtedness evidenced by the Note, and all other charges and indebtedness provided in the Note and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
2. The Mortgagor(s) will pay when due all ground rents, if any, and all taxes, assessments, waiver rates and other governmental charges, fines, and impositions of every kind and nature imposed on the Mortgaged Property or any part, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.
3. This Mortgage and the Note were executed and delivered to secure moneys advanced in full to the Mortgagor(s) by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose(s) described or referred to in the City of North Miami Home Investment Partnership Program (HOME) Rehabilitation Loan Agreement entered into this day of \_\_\_\_\_, to or on the Mortgaged Property, and for such other purpose, if any.

4. No building or other structure or improvement, fixture, or personal property managed shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor(s) will not make, permit or suffer any alteration of or addition to any building or other structure or improvement to be erected or installed upon the Mortgaged Property or any part, nor will the Mortgagor(s) use, or permit or suffer the use of any of the Mortgaged Property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor(s) will maintain the Mortgaged Property in good condition and state of repair and will not suffer or permit any waste to any part and will promptly and with all the requirements of federal, state and local governments, or of any departments, divisions or bureaus, pertaining to such property.
5. The Mortgagor(s) will not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property, or any part, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and will keep and maintain the same from the claims of all parties supplying labor or materials which will enter into the construction or installation of improvements. This Mortgage shall have priority over all other encumbrances except a purchase money first mortgage.
6. a) The Mortgagor(s) will keep all buildings, other structures and improvements, including equipment, now existing or which may be erected or installed on the land mortgaged, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies shall be in such form and shall have attached loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All policies and attachments shall be delivered promptly to the Mortgagee unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event, certificates, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee. The Mortgagor(s) will pay promptly when due, as provided, any and all premiums on such insurance, and in every case in which payment is not made from the deposits required by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagor(s) will pay the Mortgagee every premium so paid by the Mortgagee.  
  
b) In the event of loss or damage to the mortgage property, the Mortgagor(s) will give to the Mortgagee immediate notice by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor(s). Each insurance company issuing any such policy is hereby authorized and directed to make payment for such loss to the Mortgagor(s) and the Mortgagee jointly, unless the amount of loss is payable first to the lienholder under a mortgage or similar instrument to which this Mortgage is expressly subject, and the insurance proceeds, or any part, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness secured, or to the restoration or repair of the Mortgaged Property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor(s) in and to every such insurance policy then in enforce, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the Mortgaged Property together with such policy and appropriate assignment of such right, title, and interest which shall be made by the Mortgagor(s).
7. The Improvements and all plans and specifications shall comply with any and all applicable municipal, county, state and federal ordinances, regulations and rules made or promulgated by lawful authority, and upon their completion, shall comply with the rules of the Board of Fire Underwriters having jurisdiction.
8. Upon any failure by the Mortgagor(s) to comply with or perform any of the terms, covenants or conditions of the Mortgage requiring the payment of any amount of money by the Mortgagor(s), other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the Mortgagee may at its option make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred), with interest thereon from date of such payment, at the rate of four percent (4%) per annum, except any payment for which a different rate of interest is specified herein, shall be payable by the Mortgagor(s) to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest thereon shall constitute a lien on the Mortgaged Property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.
9. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the Mortgaged Property from time to time at any reasonable hour of the day. Should the Mortgaged Property at any time require inspection, repair, care or attention of any kind or nature not provided by the Mortgagor(s) as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor(s), enter or cause entry to be made upon the Mortgaged Property and inspect, repair, protect,

care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money, as the Mortgagee may in its sole discretion deem necessary.

10. The principal amount owing on the Note together with interest and all other charges, as provided in the Note, and all other amounts of money owing by the Mortgagor(s) to the Mortgagee pursuant to and secured by this Mortgage, shall immediately become due and payable without notice or demand upon the transfer or alienation of the Mortgaged Property to another person other than the Mortgagor(s), except is such transfer is to the surviving spouse, appointment of a receiver or liquidator, whether voluntary or involuntarily, for the Mortgagor(s) or any of the property of the Mortgagor(s), or upon the filing of a petition by or against the Mortgagor(s) under the provisions of any State insolvency law, or under the provisions of the Bankruptcy Act of 1898, as amended, or upon the making by the Mortgagor(s) of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events which shall constitute a default on that Note and any other Note which this mortgage secures:

- a) Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note which shall have become due;
- b) Nonperformance by the Mortgagor(s) of any covenant, agreement, term or condition of this Mortgage, or the Note (except as otherwise provided in subdivision (a) or of any other agreement made by the Mortgagor(s) with the Mortgagee in connection with such indebtedness, after the Mortgagor(s) has been given due notice by the Mortgagee of such nonperformance;
- c) Failure of the Mortgagor(s) to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part, which shall have priority over the lien of this Mortgage;
- d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor(s) to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making, or in any of the agreements entered into by the Mortgagor(s) with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Mortgagor(s);
- e) The sale, lease or other transfer of any kind or nature of the Mortgaged Property, or any part, without the prior written consent of the Mortgagee, including the subordination of this mortgage or owner/s refinancing of the mortgage property.

The Mortgagee's failure to exercise any of its rights shall not constitute a waiver. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in this Mortgage called "events of default".

11. Future Advances. This Mortgage secures such future or additional advances (in addition to the principal amount of the Note) as may be made by Mortgagee or the holder hereof at its exclusive option, to Mortgagor(s) or their successors or assigns in title, for any purpose, provided that all such advances are made within seven (7) years from the date of this Mortgage or within such lesser period of time as may be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such optional, future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration to the same extent as if such future or additional advances are made on the date of the execution of this Mortgage. The total amount of indebtedness secured by this Mortgage may be increased or decreased from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of **Thirty-Two Thousand Three Hundred Dollars and 00/100 (\$32,300.00)**, plus interest and any disbursements made under this Mortgage for payment of impositions, insurance or otherwise, with interest on such disbursements. It is agreed that any additional sum or sums advanced by Mortgagee shall be equally secured with, and have the same priority as, the original principal indebtedness payable under the Note and shall be subject to all of the terms, provisions, and conditions of this Mortgage, whether or not such additional loans or advances are evidenced by other promissory notes of Mortgagor(s) and whether or not identified by a recital that it or they are secured by this Mortgage. This Mortgage cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

12. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the Mortgaged Property, or any part which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid, if any, by the Mortgagee to cure any such default shall be paid by the Mortgagor(s) to the Mortgagee, and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

13. a) After the happening of any default, the Mortgagor(s) shall, upon demand of the Mortgagee, surrender possession of the Mortgaged Property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness secured, and all such rents and all losses existing at the time of such default are assigned to the Mortgagee as further security for the payment of the indebtedness secured, and the Mortgagee

may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

- b) In the event that the Mortgagor(s) occupies the Mortgaged Property or any part, the Mortgagor(s) agrees to surrender possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor(s) shall pay in advance, upon demand by the Mortgagee, as a reasonably monthly rental for the premises occupied by the Mortgagor(s), an amount at least equivalent to one-twelfth the aggregate of the twelve monthly installments payable under the Note in the current calendar year, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the Mortgaged Property during such year, and upon the failure of the Mortgagor(s) to pay such monthly rental, the Mortgagor(s) may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor(s), and in the case of foreclosure and the appointment of a receiver of the rents, the covenant shall inure to the benefit of such receiver.
14. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the Mortgaged Property, or the solvency or insolvency of the Mortgagor(s) or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.
15. The Mortgagor(s), within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor(s) and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part.
16. The Mortgagor(s) will give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the Mortgaged Property, or of any conveyance, transfer or change in ownership of such property, or any part.
17. Notice and demand or request may be made in writing and may be served in person or by mail.
18. In case of a foreclosure sale of the Mortgaged Property, it may be sold in one parcel.
19. The Mortgagor(s) will not assign the rents, if any, in whole or in part, from the Mortgaged Property, or any part, without the prior written consent of the Mortgagee.
20. The Mortgagor(s) is lawfully seized of the Mortgaged Property and has good right, full power and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.
21. The Mortgagor(s) waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage.
22. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor(s) and the heirs, legal representatives and assigns of the Mortgagor(s), and to the extent permitted by law, every subsequent owner of the Mortgaged Property, and shall be binding upon and inure to the benefit to the Mortgagee and its assigns. If the Mortgagor(s) consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all these provisions and under the Note. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

***[Remainder of page intentionally left blank; signature page follows]***



IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor(s) on or as of the day and year first above written. Signed, sealed and delivered in the presence of:

Dolini Samon  
Witness (Print Name)

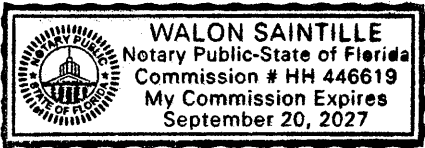
Dolini Samon  
Witness (Print Name)

Fleuril Vilmar  
Fleuril Vilmar  
Marie L. Vilmar

Marie Lourdes Boereau  
Address: 1100 NW 129 Street North Miami, Florida 33168

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13<sup>th</sup> day of May, 20 25, by Fleuril Vilmar & Marie Boereau



Walon Saintille  
Notary Public, State of Florida  
Walon Saintille  
(Print, Type, or Stamp Commissioned Name of Notary Public)

☐ Personally Known OR ☒ Produced Identification  
Type of Identification Produced: FL ID

This instrument prepared by:  
Office of the City Attorney  
Jeff P. H. Cazeau, Esq.  
City of North Miami  
776 NE 125 Street  
North Miami, FL 33161

CITY OF NORTH MIAMI  
COMMUNITY DEVELOPMENT BLOCK GRANT

PROMISSORY NOTE

Schedule A  
Amount: \$32,300.00

Agreement No.: CDBG – 2025-11  
Date: \_\_\_\_\_

This Promissory Note is made and entered into this day of \_\_\_\_\_, between **Fleuril Vilmar** and **Marie Lourdes Boereau**, (collectively, "Mortgagor(s)") residing at 1100 NW 129 Street, North Miami, Florida 33168, and the **City of North Miami, Florida** ("Mortgagee").

**FOR VALUE RECEIVED**, the undersigned jointly and severally promise(s) to pay to the City of North Miami, Florida ("City") the sum of **Thirty-Two Thousand Three Hundred Dollars and 00/100 (\$32,300.00)**, payable without interest.

So long as the undersigned has not defaulted on payment under this Note, or has not provided false information in support of the application for loan, or has not otherwise violated the City of North Miami Home Investment Partnership Program ("HOME") ("Program") requirements, this amount shall be partially forgiven in the amount of **Four Thousand Six Hundred Fourteen Dollars and 29/100 (\$4,614.29)** each year over a seven (7) year period, until fully forgiven at the conclusion of seven (7) years.

If the property securing this note is sold or in any way alienated or transferred, except if such transfer is to the surviving spouse, such an event shall constitute a default, and this sum shall be payable at a rate of four percent (4%) simple interest per year on the unpaid principal amount then owing. Determination of an alienation, transfer or sale sufficient to call for payment of this Note shall rest with the City and/or its designated agents and the maker shall be notified of the time and place of payment. Subordination of this Note or the Owner's refinancing of the subject property shall constitute a default.

The undersigned reserve(s) the right to repay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums.

If the principal amount of this Note is not paid when due, the undersigned's action shall constitute a default and shall, at the option of the City, pay to the City the late charge of one (1) percent per calendar month, or fraction thereof, on the amount past due and remaining unpaid. Failure of the City to exercise such option shall not constitute a waiver of such default. If the undersigned shall default on payment under this note, or provide false information in support of the application for loan, or otherwise violate the City's Program requirements, the undersigned may be subject to penalties authorized by state and local laws, codes, rules and regulations. If this Note be reduced to judgment, such judgment should bear the statutory interest rate on judgments.

If suit is instituted by the City to recover on this Note, the undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees, at trial and appellate levels, and court costs.

**THIS NOTE** is secured by a Mortgage of even date duly filed for record in the Public Records of Miami-Dade County, Florida.

**DEMAND**, notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

**IN WITNESS WHEREOF**, this Note has been duly executed by the undersigned as of its date. Signed, sealed and delivered in the presence of:

Edlini SANON  
Witness (Print Name)

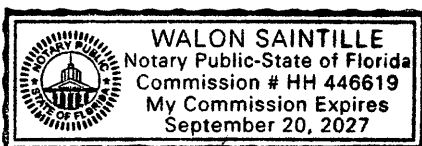
Edlini SANON  
Witness (Print Name)

Fleuril Vilmar  
Fleuril Vilmar

Marie L. Boereau  
Marie Lourdes Boereau  
Address: 1100 NW 129 Street North Miami, Florida 33168

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5<sup>th</sup> day of May, 2025, by Fleuril Vilmar & Marie Boereau



Walon Saintille  
Notary Public, State of Florida  
(Print, Type, or Stamp Commissioned Name of Notary Public)

☐ Personally Known OR ☒ Produced Identification

Type of Identification Produced: FL ID