

**CITY OF NORTH MIAMI
STATE HOUSING INITIATIVES PARTNERSHIP
REHABILITATION LOAN AGREEMENT**

This Rehabilitation Loan Agreement ("Agreement") is entered into this _____ by and among the following parties: **Bernadette Toussaint, Marilyn Bernard, and Marie C. Bernard** ("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 **Louminel General Contractors, LLC** ("Contractor"), a Florida corporation, with its principal business address at 9671 Dunhill Drive Miramar, Florida 33025, (collectively referred to as the "Parties"), regarding the rehabilitation of the real property legally described as:

Taylor Manor PB 56-48 Lot 7 BLK 1 Lot size 66 000 X 105 OR 14301-1881 1089-1, a/k/a
1120 NW 131st Street, North Miami, Florida 33168 ("Subject Property")

WITNESSETH:

WHEREAS, the Florida Legislature created the State Housing Initiatives Partnership ("SHIP") Program to provide funds to local governments for the creation of local housing partnerships, the expansion, production, and preservation of affordable housing for very low, low, and moderate income persons, and to increase housing-related employment; and

WHEREAS, the City has established a local Housing Assistance Program ("Program") to provide assistance to eligible homeowners within the City for the purpose of purchasing or rehabilitating property ("Project"), in accordance with the SHIP Program specifically described in Chapter 420, Florida Statutes and Chapter 67-37, Florida Administrative Code; 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 **Twenty-Six Thousand Eight Hundred Dollars and 00/100 Cents (\$26,800.00)**, which the City will pay, which consideration is acknowledged by the Parties, the Parties agree as follows:

1. **SHIP Funds.** The State Housing Initiatives Partnership ("SHIP") funds in the amount of **Twenty-Six Thousand Eight Hundred Dollars and 00/100 Cents (\$26,800.00)** are being utilized in this real estate transaction for the purpose of rehabilitating the subject property, as further detailed in the Scope of Services attached hereto as Exhibit "A" and are intended to fully fund the approved Project scope.
2. **Contract Documents.** The Specifications and Proposal ("Contract Documents") related to the Project, attached as Composite Exhibit "A", (as amended from time to time), outline the scope of services and responsibilities of the Parties under the Program, and the Parties agree to abide by and comply with their respective roles and responsibilities.
3. **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.
4. **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.

5. **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.

6. **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"

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

8. **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 SHIP 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 **Three Thousand Eight Hundred Twenty-Eight Dollars and 57 /100 Cents (\$3,828.57)** per year over the seven (7) year period, until fully forgiven.

9. **Lien Continuation and Corrected Mortgage.** Notwithstanding any termination of contractor services or partial completion of the Project, the Owner(s) expressly acknowledge and agree that any and all funds disbursed by the City on the Project—including but not limited to contractor labor, materials, administrative expenses, inspections, and other approved costs—shall remain secured by the Promissory Note and Mortgage executed in connection with this Agreement.

The Owner(s) further acknowledge and agree that, in the event the actual amount expended by the City is less than the amount originally stated in the Promissory Note or Mortgage, the City may, in its sole discretion, prepare and record a corrected or amended Mortgage to reflect the actual amount disbursed. Such corrected Mortgage shall remain valid and enforceable without requiring the signature or consent of the Owner(s).

The Owner(s) understand that their repayment obligation, subject to applicable forgiveness provisions, shall be based on the actual funds expended by the City and is not contingent upon full completion of the Project or continued performance under the Construction Contract.

10. **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.

11. **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.

12. **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.

13. **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.

14. **City's Inspection Rights.** The City may periodically inspect the real property to ensure compliance with the terms of this Agreement.

15. **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.

16. **Termination of Contractor Services.** If the Owner(s), without valid cause and without the City's prior knowledge or approval, materially obstructs or denies the Contractor access necessary to

complete the work, or if the Owner(s) terminates or cancels the Contractor's services, and the Contractor is not in default under this Agreement, then the Contractor shall be entitled to compensation for actual, reasonable labor and material expenses incurred up to the date of termination, plus normal profit and overhead.

The total compensation under this paragraph shall not exceed twenty percent (20%) of the documented labor and material costs. As a condition of payment, the Contractor must submit verifiable written documentation of such expenses to the City. Payment shall be made solely from funds allocated for the Project. Upon such payment, the Contractor waives any further claims or relief against the City related to such termination or obstruction.

17. **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.
18. **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.
19. **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.
20. **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 **Twenty-Six Thousand Eight Hundred Dollars and 00/100 Cents (\$26,800.00)**. 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 **Twenty-Six Thousand Eight Hundred Dollars and 00/100 Cents (\$26,800.00)**, 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.
21. **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.
22. **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.
23. **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.
24. **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.

25. **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. Failure by Owner to comply with the terms and conditions of the Note, Mortgage or other document executed in connection with the Program, or the Owner(s)' provision of false, fictitious, or fraudulent statements to obtain SHIP funding.
- d. Insolvency or bankruptcy of the Owner(s) or the Contractor.
- e. Failure by the Contractor to maintain the insurance required by the City.
- f. Failure by the Contractor to correct defects within a reasonable time, as determined by the City in its sole discretion.
- g. Breach of any term or condition of this Agreement by the Owner(s) or Contractor.

26. **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.

27. **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.
28. **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.
29. **Compliance with Housing and Community Development Act.** The Owner(s) and Contractor shall comply with all applicable uniform administrative requirements as described in Chapter 420, Florida Statutes, and Chapter 67-37, Florida Administrative Code.
30. **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:	Louminel General Contractor, LLC Louis Marie R. Nelson (Registered Agent) 9671 Dunhill Drive Miramar, Florida, 33025
If to Owner(s):	Bernadette Toussaint, Marilyn Bernard, and Marie C. Bernard 1120 NW 131 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.

31. **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.
32. **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.

33. **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.
34. **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: 06-16-25

Witness

Date:

Witness

Date: 06-16-25

Witness

Date: 06-16-25

APPROVED BY:

Alberte Bazile, MBA
Housing & Social Services Director

ATTEST:

Vanessa Joseph, Esq., City Clerk

City Clerk Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

City Attorney Date Signed

Bernadette Toussaint

Bernadette Toussaint, Owner

Date: 06/16/25

Marilyn Bernard, Owner

Date:

Marie C. Bernard

Marie C. Bernard, Owner

Date: 06/16/25

CONTRACTOR:

Louminel General Contractor, LLC

By:

Date: 06/16/2025

Date:

City of North Miami, a Florida municipal Corporation:

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

Interim City Manager Date Signed

Exhibit A

SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

GENERAL CONDITIONS

All interior and exterior work shall be done in a clean, professional, workmanship type manner with all O.S.H.A. safety laws and rules observed.

Contractor shall not place any debris or equipment on adjacent properties. Contractor must clean all areas affected by work under this Contract. All leftover debris must be removed and disposed of by legal means. Property must be left in broom clean condition daily. All related construction items removed or replaced shall become the property of contractor unless prior agreement with Homeowner has been reached in writing and approved by Housing & Social Services Administration. The contractor shall not use the Homeowner's residential bulk pickup and the regular trash pickup system to remove construction debris.

The Contractor shall provide all necessary materials, equipment and shall perform the services with the standard of skill, care, and due diligence, which a competent and suitable qualified person performing such services would reasonably be expected to exercise in accordance with the Work Specifications. The work shall be performed in a "Workman Like Manner." Contractor to include cost of services of any licensed professional, if necessary, in procuring permits for the work.

All work to be performed in the Contract Agreement, including plans, and bid specifications shall comply with all current building codes, ordinances, and permitting requirements from the City of North Miami. This includes the current Florida Building Code with the latest revisions. All applicable State and Federal Statutes must be followed (i.e., Davis Bacon, Child Labor Laws, etc.) Failure to comply with general conditions may result in suspension or removal from the program.

The Contractor certifies that the location of the proposed work has been examined, as necessary to fully understand the nature of the obligation. Contractor is responsible for verifying all existing dimensions and job site conditions prior to submitting his bid. The work should be completed in the time limit(s) specified and in accordance with the plans and Work Specifications.

The Contractor must obtain all required permits within fifteen (15) days of the issuance of the Notice to Proceed. Construction work must begin within thirty (30) days from the date of the Building Permit issuance and shall be carried out at a rate that ensures its full completion: no later than thirty (30) days for exterior work and one hundred twenty (120) days for total rehabilitation work, from the date of the issuance of the Notice to Proceed. The Contractor is responsible for scheduling and coordinating all subcontractor work.

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

The Contractor agrees to provide a one (1) year general warranty for all work performed under these specifications and a 5/10/15-year roof warranty. This will include all labor and materials. If certain items require different warranty periods, these items will be cited in the individual specifications.

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Homeowner and the City and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work or providing of materials to the extent caused in whole or in part by negligent or wrongful acts or

omissions of, or a breach of this agreement by, the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible.

No verbal agreements are to be made between the Contractor and Homeowner. It is understood that the work contained in these specifications shall be done. **There shall be no private agreements of any kind between the Homeowner and the Contractor.**

No changes will be permitted to the Contract Agreement unless of an emergency nature, code violations, a requirement by the Building Department, a request for modification, or other instances as deemed necessary to complete the project. If said changes occur, a Change Order shall be approved and executed by the Homeowner, the Contractor, and the City prior to the start of the change order work.

If at any point in the following Specifications a "maximum retail price" is quoted for an item to be installed, the Homeowner will be responsible for selecting and approving this item within the quoted price range. The Contractor must have written acceptance from the Homeowner, prior to the product installation.

Whenever a material, item, article, appliance, or piece of equipment is identified in the Contract Agreement including plans and bid specifications by reference to manufacturers of vendor's names, trade names, model numbers, catalog numbers, or otherwise, the CITY, will have made its best efforts to name such reference. Any such reference is intended merely to establish a standard; and, unless it is followed by the words "**no substitution is permitted**" because of form, fit, function and quality, any material, item, article, appliance, or equipment from other manufacturer's and vendors which will perform or serve the requirements of general design will be considered equally acceptable provided the material, item, article, appliance, or equipment so proposed is, in the sole opinion of the CITY, equal in substance, approval granted by the CITY in the form of an executed change order prior to the installation of the material, item, article, appliance, or equipment.

When a specification refers to an "allowance", the Contractor is to permit the Homeowner to select the product to be installed, providing the pre-tax cost of the product does not exceed the allowance. The product selected must meet the standards specified in these specifications.

If there are conflicts between the Homeowner and the Contractor, the requirements cited in the Work Specifications shall prevail. Exception: Contractor and Homeowner must get written approval from the Homeowner or Condo Association and/or Property Manager for all work items.

The Contractor acknowledges that the agent of the City shall perform pre and post inspections of all work performed. Final and full payment for all work completed pursuant to the Work Specifications (as amended/modified, if applicable) shall be made upon completion of all inspection(s) required by the program and the work has been deemed satisfactory.

Homeowner shall provide the Contractor access to the property; Monday thru Saturday, 8am thru 6pm.

Homeowner shall provide the water and electric services necessary to accomplish this work.

It is the Homeowner responsibility to remove and replace all personal property to facilitate the performance of the work. This includes, but is not limited to rugs, furniture, antennas, and alarm system.

Contractor shall repair/relocate any phone wires affected by this work, Homeowner responsible for all TV cables or satellite wiring.

Contractor shall be responsible for any damage done to Homeowner's home, furnishings, and personal property, because of the work performed by Contractor under these Bid Specifications.

Lead Based Paint Testing Report was emailed to each contractor attending the Pre-Bid Conference; 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 REQUIREMENTS

GENERAL PAINT SPECIFICATIONS

Unpainted materials require priming and two coats of paint. Tint the primer per color selection. The 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. The Housing Inspector shall verify brand and VOC level. The City of North Miami Housing and Social Services Department is to select all colors and confirmed in writing. Upon completion, the contractor must provide the City of North Miami Housing and Social Services Department a list of all paint code numbers for the fascia and soffits for later use.

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 clean the worksite at all times.
- Contractor shall not use residential bulk and regular trash pickup system 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 Housing and Social Services Department.

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.**

ROOF REPLACEMENT

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 and twenty-four (224) 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 ten (10) years warranty for slope and five (5) years warranty for flat roof 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. Homeowners are to give notice of roof defects promptly upon observation.

EXTERIOR

01) SLOPED ROOF REPLACEMENT -

DIMENSIONAL SHINGLES WITH SECONDARY WATER BARRIER \$ 11,900.00

Reason for replacement: the existing shingle roof is in very poor condition and 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, new roof jacks and turbines.

Underlays 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 ten-year warranty against leaks.

This item requires a permit.

- a) Remove all unused vent stacks.
- b) Secondary Water Barrier - A secondary water barrier shall be installed (provide photos):
 - o A) An asphalt impregnated 30# felt underlayment installed with nails and tin-tabs as required for the HVHZ and covered with either an approved self-adhering polymer modified bitumen cap sheet, or an approved cap sheet applied using an approved hot-mop application shall be deemed to meet the requirements of the secondary water barrier.
- c) Secondary water barrier must be shown on the Roof Permit in Section D.
- d) Install factory painted white galvanized drip edge.
- e) All shingles shall be - dimensional 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) Repair and/replace all damaged, or deteriorated concrete fascia throughout the slope roof. Repair and/or replace all wood fascia at any other areas and soffit(all throughout). Haul away all debris from property at once. Furnish and install new 1"x2" pressure treated furring, as required. Fascia and soffit replacement shall be of 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 to fascia and

soffit removed, after fascia and soffit replacement. Paint all fascia and soffit, per the General Paint Specifications, to match existing, providing a uniform opaque coverage.

g) Replace all soffit vents. Provide a finished painted wood trim on exposed continuous vent flange. Block in the ends of the soffit vent.

02) FLAT ROOF REPLACEMENT- LOW SLOPE ROOF \$ 9,900.00

The existing flat roof is in poor condition, the homeowner is experiencing leak throughout and the decking needs to be corrected.

Remove all existing roofing covering, underlays, and flashings to bare sheathing. Remove all protruding nails or staples. Replace all rotted and non-compliant decking, reinforce all rafters. 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 Roof General Specifications and paint to match existing. Furnish and install new underlayment mechanically fastened to the deck, two layers of fiberglass ply 4 sheet, solid mopped with hot asphalt and one layer of Modified Bitumen solid mopped with hot asphalt. Where required, install new 3 inches white galvanized drip edge, galvanized steel valley, return/wall flashing, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks. Upon completion of work, Contractor will provide the Homeowner with the manufacturer's warranty and Contractor's five-year warranty against leaks.

Inspection of the complete original roofing permit application (including Section C) is required for the final inspection.

NOTE: OVER THE LIVING AREA, 1" RIGID INSULATION IS REQUIRED EXCEPT WHEN PONDING WATER CONDITION EXIST WHERE TAPERED INSULATION SHALL BE USED OR ANY OTHER APPROVED METHOD. THERE CAN BE NO POOLING WATER. USE TAPERED INSULATION OR BUILD UP LOW AREAS, IF REQUIRED TO PREVENT ANY POOLING WATER. INSPECTION/DOCUMENTATION REQUIRED. DRIP EDGE OVER 4 INCHES FACE MUST BE INSTALL WITH A CLEAT, PER FBC.

Replace all fascia and soffit (including soffit vents) where necessary (Fascia size shall be uniform throughout). Furnish and install new 1" X 2" pressure treated furring and fascia, as required. Fascia, soffit (including soffit covering) and soffit vent replacement shall be with matching size and material. Miter outside corner and secure all fascia and soffit with non-corrosive nail. Minimum length of fascia and soffit shall be 5 feet. As required, the contractor must remove and reattach all attachments to fascia and soffits removed, after fascia and soffit replacement. Paint replace fascia and soffit to match existing.

Reinforce all termite ridden rafters, rafter tails, roof joist throughout with matching size and material

03) PRESSURE CLEAN & PAINT EXTERIOR SURFACE OF HOUSE \$ 5,000.00

Pressure clean masonry/stucco wall surfaces, pipes, doors, columns, slabs, any exposed concrete area, and walkway (including public sidewalk in front of property).

- Remove dry, shrunken deteriorated caulk. Cut away old gasket and/or sealants as needed. Remove existing caulk from all windows and doors. Clean all joint surfaces and prepare surfaces to receive new sealants. Install backer rods as necessary prior to caulking. Prime all joints as necessary. Apply and tool ZERO OR LOW VOC sealant to required configurations.
- Prepare surface, prime and paint.
- Do not spray paint. Do not spray paint and back roll.
- Tint the primer to the color selection.
- Paint all previous painted surfaces including eave drip, fascia, soffit, doors.
- Use the right product for the surface painted.
- Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting.
- **NOTE: contractor is responsible for protecting all flowers, shrubs, hedges, trees, and ornamentals on site while painting and pressure cleaning.**
- Homeowner will select a maximum of three house colors.

- Replace all loose and missing stucco siding. Repair the stucco siding with the same finish and thickness as the existing. Patch and seal cracks with elastomeric caulking material.
- Excessive bleeding in wood members must be spot primed before application of first coat.
- Apply the proper uniform mil-thickness of paint for moisture protection and warranty. Do not spray paint, roller and brush application only. All work must be free of runs, sags, defective brushing or rolling.
- Paint all metal area with rust resistant and oil based paint. Paint all previously painted concrete driveway and front porch
- Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO OR LOW VOC 100% acrylic products, e.g., Benjamin Moore, Sherwin Williams, Glidden/ICI, PPG, Olympic or an approved equal. Housing Inspector to verify brand and VOC level.
- Upon completion, contractor must provide the Homeowner a list of all paint code numbers per locations. Leave 1 gallon of paint (labeled and unopen) for each color with Homeowner for future use.
- Upon completion of the project, the contractor must provide a manufacture warranty.
- Install approved address numbers, on the house, so they are plainly visible from the street or road fronting the property. The residential buildings numbers shall be at least four inches tall and one-half inch wide.

TOTAL CONTRACT AMOUNT : **\$26,800.00**

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. Environment Protection Agency ("EPA") at 40 CFR Part 745 and Chapter 7 of the HUD Guidelines. Associated Consulting Professionals, Inc. conducted the inspection on January 6, 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, the 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 agrees and understands that a sign will be posted in the front of the property for the entire duration of this agreement. 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. Environmental 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

CITY OF NORTH MIAMI
STATE HOUSING INITIATIVES PARTNERSHIP
MONEY MORTGAGE

This mortgage is made and entered into this day of _____, between **Bernadette Toussaint, Marilyn Bernard, and Marie C. Bernard**, (collectively, "Mortgagor(s)"), residing at 1120 NW 131 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 **Twenty-Six Thousand Eight Hundred Dollars and 00/100 Cents (\$26,800.00)**, 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:

Taylor Manor PB 56-48 Lot 7 BLK 1 Lot size 66 000 X 105 OR 14301-1881 1089-1, a/k/a
1120 NW 131st 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 quittance, 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. **Payment of Note and Charges.** The Mortgagor(s) shall promptly pay the principal and interest on the indebtedness evidenced by the Note, along with all other sums due under the Note and this Mortgage, in accordance with the terms set forth therein.
2. **Taxes and Government Charges.** The Mortgagor(s) shall pay, when due, all ground rents (if any), real estate taxes, assessments, and all governmental charges, fines, and other impositions of every kind levied against the Mortgaged Property. The Mortgagor(s) shall also pay all sums secured by any lien to which this Mortgage is expressly made subordinate.
3. **Loan Purpose and Collateral Relationship.** This Mortgage and the Note secure funds advanced by the Mortgagee to the Mortgagor(s) pursuant to the City of North Miami State Housing Initiatives Partnership ("SHIP") Rehabilitation Loan Agreement, dated _____, for the rehabilitation of the Mortgaged Property, and for any additional purposes set forth in the Agreement.
4. **Alterations, Use, and Maintenance.** The Mortgagor(s) shall not remove or demolish any building, structure, improvement, fixture, or personal property on the Mortgaged Property without the prior written consent of the Mortgagee. The Mortgagor(s) shall not make, permit, or suffer any alterations or

additions to the Mortgaged Property, nor use or permit its use for any purpose other than its current intended use, without the prior written consent of the Mortgagee. The Mortgagor(s) shall maintain the Mortgaged Property in good condition and repair, shall not commit or permit waste, and shall comply promptly with all applicable federal, state, and local laws, regulations, and requirements pertaining to the property.

5. **Liens and Priority.** The Mortgagor(s) shall not create, permit, or suffer to exist any lien on the Mortgaged Property that is superior to the lien of this Mortgage, except for liens to which this Mortgage is expressly subordinate, as stated in the granting clause. The Mortgagor(s) shall protect the Mortgaged Property against all claims for labor, materials, or services provided in connection with improvements. This Mortgage shall have priority over all encumbrances other than a purchase money first mortgage..
6. a) **Insurance Coverage.** The Mortgagor(s) shall maintain insurance on all buildings, structures, improvements, and equipment located on the Mortgaged Property against loss by fire and such other hazards, casualties, and contingencies as may be required by the Mortgagee. Coverage shall be in an amount sufficient to comply with any applicable coinsurance requirements. Insurance shall be obtained from companies approved by the Mortgagee, and all policies shall include a standard mortgagee clause naming the Mortgagee as loss payee, in a form acceptable to the Mortgagee. Policies and endorsements shall be delivered promptly to the Mortgagee, unless otherwise required to be delivered to a superior lienholder, in which case satisfactory proof of coverage shall be delivered to the Mortgagee. The Mortgagor(s) shall pay all insurance premiums when due and, if premiums are not paid through an escrow required under this Mortgage, shall provide the Mortgagee with proof of payment. If the Mortgagor(s) fails to maintain the required coverage, the Mortgagee may, but is not obligated to, obtain such insurance and the Mortgagor(s) shall reimburse the Mortgagee for all premiums paid.
- b) **Application of Insurance Proceeds.** In the event of any loss or damage to the Mortgaged Property, the Mortgagor(s) shall immediately notify the Mortgagee by certified mail. The Mortgagee may file a proof of loss if the Mortgagor(s) fails to do so promptly. Insurance proceeds shall be made payable jointly to the Mortgagor(s) and the Mortgagee unless otherwise required by a prior lienholder. The Mortgagee may, at its discretion, apply such proceeds to (i) reduce the indebtedness secured by this Mortgage, or (ii) repair or restore the damaged property. The Mortgagor(s) shall assign to any purchaser or grantee of the Mortgaged Property all rights and interests in insurance proceeds and coverage as required by the Mortgagee.
7. **Code Compliance.** All Improvements, including plans and specifications, shall comply with any and all applicable municipal, county, state, and federal laws, ordinances, regulations, and rules issued by any governmental authority. Upon completion, the Improvements shall also comply with the requirements of the applicable Board of Fire Underwriters.
8. **Default Payments by Mortgagee.** If the Mortgagor(s) fails to comply with any obligation under this Mortgage requiring payment of money (excluding principal, interest, and other charges due under the Note), the Mortgagee may, at its option, make such payment on the Mortgagor's behalf. Any such payment, including reasonable attorneys' fees, shall accrue interest at four percent (4%) per annum from the date of payment. These amounts shall be immediately due and payable upon demand and shall be secured by this Mortgage as a lien having priority over any lien attaching after the date of this Mortgage.
9. **Inspection and Protection.** The Mortgagee and its agents shall have the right to enter and inspect the Mortgaged Property at any reasonable time. If the Mortgagee determines, in its sole discretion, that the property requires inspection, repair, maintenance, or protection not provided by the Mortgagor(s), the Mortgagee may, after notice to the Mortgagor(s), perform such work or cause it to be performed. The Mortgagee may pay any costs incurred and such amounts shall be recoverable from the Mortgagor(s) and secured by this Mortgage.
10. **Acceleration Upon Transfer or Default.** The entire unpaid principal balance of the Note, together with all accrued interest, charges, and other amounts secured by this Mortgage, shall become immediately due and payable without notice or demand upon the occurrence of any of the following:
 - a) The sale, transfer, or alienation of the Mortgaged Property to any person other than the Mortgagor(s), except if such transfer is to the Mortgagor's surviving spouse;
 - b) The appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor(s) or any of their property;
 - c) The filing of a petition by or against the Mortgagor(s) under any state insolvency statute or the United States Bankruptcy Code;
 - d) The execution by the Mortgagor(s) of an assignment for the benefit of creditors. In addition, the Mortgagee may, at its option, declare the indebtedness secured hereby to be immediately due and payable upon the occurrence of any of the following **Events of Default**:
 - i. **Payment Default:** Failure to pay any installment of principal, interest, or other charge due under the Note or this Mortgage;
 - ii. **Covenant Default:** Failure to perform any term, covenant, or condition of this Mortgage or the Note, after notice and opportunity to cure, where applicable;

- iii. **Violation of Prior Lien Instruments:** Failure to comply with any obligation in a lien instrument that has priority over this Mortgage;
- iv. **Material Misrepresentation:** Any misrepresentation or omission by the Mortgagor(s) in the loan application, the Note, this Mortgage, or any related document;
- v. **Unauthorized Transfer or Subordination:** Any sale, lease, transfer, refinancing, or subordination of the Mortgaged Property without the prior written consent of the Mortgagee.

The Mortgagee's failure to exercise any right or remedy under this Mortgage shall not constitute a waiver of such right or remedy. All of the foregoing are referred to collectively as "Events of Default."

11. Future Advances. This Mortgage shall secure any future or additional advances made by the Mortgagee, at its sole discretion, to the Mortgagor(s) or their successors or assigns in title, provided such advances are made within ten (10) years from the date of this Mortgage, or within any lesser period permitted by applicable law for the purpose of maintaining record notice to third parties.

The total indebtedness secured by this Mortgage may increase or decrease over time but shall not exceed **Twenty-Six Thousand Eight Hundred Dollars and 00/100 Cents (\$26,800.00)** in principal, plus accrued interest and any additional amounts disbursed for taxes, insurance, assessments, or other charges as permitted herein, together with interest on such disbursements.

All future advances shall be secured with the same priority as the original indebtedness and shall be governed by the terms of this Mortgage, regardless of whether such advances are evidenced by separate promissory notes or identified as secured obligations in those instruments. This Mortgage may only be modified or discharged by a written instrument signed by the party against whom enforcement is sought.

12. Cure of Prior Liens. The Mortgagee may, in its sole discretion, cure any default under a lien instrument that has priority over this Mortgage. Any amount paid by the Mortgagee to cure such default shall be reimbursed by the Mortgagor(s) upon demand and shall be secured by this Mortgage. The Mortgagee shall be subrogated to the rights of the prior lienholder with respect to such payment.

13. Possession and Assignment of Rents.

- a) Upon the occurrence of any Event of Default, and upon demand by the Mortgagee, the Mortgagor(s) shall surrender possession of the Mortgaged Property. The Mortgagee may enter and take possession, collect rents then due or becoming due, and apply such rents—after deducting expenses—toward the indebtedness secured by this Mortgage. All rents and income from the Mortgaged Property are hereby assigned to the Mortgagee as additional security. The Mortgagee may also initiate summary proceedings to dispossess any tenant in default of rent payment.
- b) If the Mortgagor(s) occupies the Mortgaged Property or any portion thereof, such occupancy shall convert to a tenancy-at-will upon default. The Mortgagor(s) shall pay monthly rent in advance, in an amount equal to one-twelfth (1/12) of the annualized total of Note payments, property taxes, insurance premiums, and other applicable charges. Upon failure to pay, the Mortgagee may remove the Mortgagor(s) through lawful eviction proceedings. This covenant shall take effect immediately upon default as determined in the sole discretion of the Mortgagee and shall inure to the benefit of any appointed receiver.

14. Right to Receiver. In any action to foreclose this Mortgage, the Mortgagee shall be entitled, as a matter of right and without notice, to the immediate appointment of a receiver, regardless of the value of the Mortgaged Property or the solvency of the Mortgagor(s) or any other party liable for the indebtedness secured by this Mortgage.

15. Estoppel Certificate. Upon request, the Mortgagor(s) shall, within ten (10) days if requested in person or twenty (20) days if requested by mail, deliver to the Mortgagee a written, notarized statement in form satisfactory to the Mortgagee, stating the amount then outstanding under the Note and this Mortgage, and whether any set-offs, defenses, or claims exist against the indebtedness.

16. Notice of Casualty or Transfer. The Mortgagor(s) shall promptly notify the Mortgagee, by registered or certified mail, of any fire, damage, or other casualty affecting the Mortgaged Property, and of any conveyance, transfer, or change in ownership of all or any part of the Mortgaged Property.

17. Method of Notice. Any notice, demand, or request required or permitted under this Mortgage shall be in writing and may be delivered personally or sent by mail to the applicable party's address of record.

18. Sale in One Parcel. In the event of foreclosure, the Mortgaged Property may, at the Mortgagee's discretion, be sold as a single parcel.

19. Assignment of Rents. The Mortgagor(s) shall not assign or transfer any rights to rents from the Mortgaged Property, in whole or in part, without the prior written consent of the Mortgagee.

20. Title and Authority. The Mortgagor(s) represents and warrants that they are lawfully seized of the Mortgaged Property and have full right, power, and lawful authority to convey the same as provided herein. The Mortgagor(s) shall forever warrant and defend title to the Mortgaged Property against the lawful claims of all persons whomsoever.

21. **Homestead Waiver.** The Mortgagor(s) hereby knowingly, voluntarily, and expressly waives the benefit of all homestead exemptions under Article X, Section 4 of the Florida Constitution, as to the debt secured by this Mortgage and any expenditures made by the Mortgagee for insurance, taxes, levies, assessments, dues, or other charges as provided herein. Mortgagor(s) acknowledges that this waiver has been explained and that the waiver is made with full understanding of its legal effect.

B.T. *Mortgagor Initials*

22. **Binding Effect; Interpretation.** This Mortgage and all covenants, agreements, terms, and conditions herein shall be binding upon and shall inure to the benefit of the Mortgagor(s), their heirs, legal representatives, successors, and assigns, and—subject to applicable law—any subsequent owner of the Mortgaged Property. It shall likewise be binding upon and inure to the benefit of the Mortgagee and its successors and assigns.

If there is more than one Mortgagor, their obligations under this Mortgage and the Note shall be joint and several.

As used herein, the term "Mortgagee" shall include any successor holder of this Mortgage. Unless the context otherwise requires, words in the singular include the plural, and words in the plural include the singular. Words of any gender shall be deemed to include all genders.

[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:

Walon Saintille

Witness (Print Name)

Walon Saintille

Witness (Print Name)

Witness (Print Name)

Bernadette Toussaint

Bernadette Toussaint (Owner)

Marylou

Marylou (Owner)

Marilyn Bernard (Owner)

Address: 1120 NW 131 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 _____ day of _____, 20____, by _____.

Notary Public, State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced: _____

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
STATE HOUSING INITIATIVES PARTNERSHIP
PROMISSORY NOTE

Schedule A
Amount: \$26,800.00

Agreement No.: SHIP (SP EM) -2025-03
Date: _____

This **PROMISSORY NOTE** is made and entered into this day of _____, between **Bernadette Toussaint, Marilyn Bernard, and Marie C. Bernard**, (collectively, "Mortagor(s)") residing at 1120 NW 131 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 **Twenty-Six Thousand Eight Hundred Dollars and 00/100 Cents (\$26,800.00)** 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 State Housing Initiatives Partnership Program ("SHIP Program") requirements, this amount shall be partially forgiven in the amount of **Three Thousand Eight Hundred Twenty-Eight Dollars and 57 /100 Cents (\$3,828.57)** per year over a period of seven (7) years, until fully forgiven.

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 annum** 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.

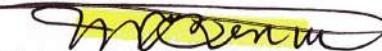
If the principal amount of this Note is not paid when due, the undersigned's action shall constitute a default and shall, at the option of the City, pay to the City the late charge of **one percent (1%) per calendar month**, or fraction thereof, on the amount past due and remaining unpaid. Failure of 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 knowingly, voluntarily, and expressly waives any and all homestead and other exemption rights, to the extent permitted by law, which might otherwise apply to the indebtedness evidenced by this Note.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of its date.


Bernadette Toussaint, Owner 
Marilyn Bernard, Owner


Marie C. Bernard, Owner

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of _____, 20____, by _____.

Notary Public, State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced: _____

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
STATE HOUSING INITIATIVES PARTNERSHIP
DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made and entered into this day of _____, by **Bernadette Toussaint, Marie C. Bernard, and Marilyn Bernard** (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: 1120 NW 131 Street, Nort Miami, Florida 333168

Legal Description: Taylor Manor PB 56-48 Lot 7 BLK 1 Lot size 66 000 X 105 OR 14301-1881 1089-1

Folio Number: 06-2126-0150-0070

WHEREAS, the City, as a condition for awarding grant funds through the State Housing Initiatives Partnership Program ("SHIP Program") for the rehabilitation of the Property, is required to record in the Public Records this Restrictive Covenant; and

WHEREAS, SHIP 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:


Malon Saintille

Legibly print name


Malon Saintille

Legibly print name

Legibly print name

Signature of Owner


Bernadette Toussaint

Legibly print name


Marie L. Bernard

Legibly print name

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 _____ day of _____, 20____, by _____.

Notary Public, State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced: _____