

**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: **Gina Antoine** ("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 Contractor, 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:

Lot 7, Less the West 16.667 Feet and the West 25 Feet of Lot 8, Block 20, of North Shore Heights, according to the Plat thereof, as recorded in Plat Book 40, Page 62, of the Public Records of Miami-Dade County, Florida a/k/a, 750 NW 123 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 **Thirty-Four Thousand Two Hundred Fifty Dollars and 00/100 Cents (\$34,250.00)**, 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 **Thirty-Four Thousand Two Hundred Fifty Dollars and 00/100 Cents (\$34,250.00)** 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 **Four Thousand Eight Hundred Ninety-Two Dollars and 85/100 Cents (\$4,892.85)** 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 **Thirty-Four Thousand Two Hundred Fifty Dollars and 00/100 Cents (\$34,250.00)**. 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-Four Thousand Two Hundred Fifty Dollars and 00/100 Cents (\$34,250.00)**, 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 FL 33025
If to Owner(s):	Gina Antoine 750 NW 123 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: 6/16/25

Witness

Date: 6/16/25

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

Gina Antoine
Gina Antoine, Owner

Date: 6/16/2025

CONTRACTOR:

Louminel General Contractor, LLC.

LM
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

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 Housing and Social Services Department is to select all colors and confirmed in writing. Upon completion, 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 (SLOPE AND FLAT ROOF)

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 \$ 3,500.00

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

\$ 14,000.00

Reason for replacement: the existing shingle roof is in 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, and new roof jacks.

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 five-year warranty against leaks.

This item requires a permit.

- a) Remove all unused vent stacks.
- b) Secondary Water Resistant - A secondary water resistant **must** 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) **Replace all soffits with new stucco soffits.**
- g) Replace all missing, damaged, or deteriorated fascia. Furnish and install new 1"x2" pressure treated furring and fascia, as required. Fascia, soffit vent replacement shall be with matching size and material. Miter outside corner and secure all fascia and soffit with non-corrosive nails. The minimum length of any fascia segment shall be 5 feet. As required, the contractor must remove and reattach all attachments (including patio enclosure framing) 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 above 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 Recommendation and Certification required for framing structural members to Home Inspector and HOUSING.

03) FLAT ROOF REPLACEMENT - MODIFIED BITUMEN

\$ 7,000.00

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

Exclude the metal roof.

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. Underlays 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) **Replace all sidewall flashing.**
- f) **Replace all soffits with new stucco soffits.**

Replace all missing, damaged, or deteriorated fascia. Furnish and install new 1"x2" pressure treated furring and fascia, as required. Fascia, soffit vent replacement shall be with matching size and material. Miter outside corner and secure all fascia and soffit with non-corrosive nails. The minimum length of any fascia segment shall be 5 feet. As required, the contractor must remove and reattach all attachments (including patio enclosure framing) 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.

- g) **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.**
- h) If the truss/rafter roof-to-wall hurricane tie-downs exist, take pictures (with reference points) for the hurricane mitigation report.
- i) The contractor provides any Engineer Certification required for structural changes.

04) INSTALL NEW GUTTERS & DOWNSPOUTS

\$ 1,500.00

LOCATIONS: ENTIRE EAVES EXCLUDE METAL ROOF

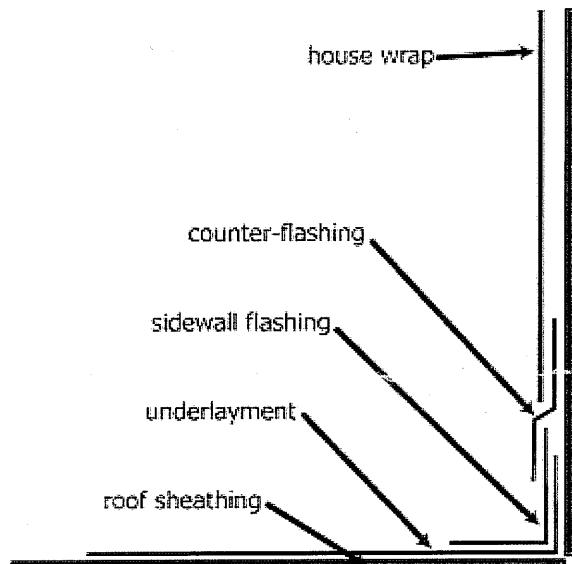
Reason for installation: this home lacks gutters and downspouts to effectively direct rainwater away from the fascia board, exterior walls and foundation. Help prevent moisture buildup around the house.

Install new 6" seamless metal gutter and downspout system, on the entire eaves of the house.

The Homeowner will select color from standard stock colors.

Install new 18" to 24" concrete splash blocks at downspouts to redirect water away from the house.

Sidewall Flashing Detail



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Install the splash block(s) on a grade to discharge the water away from the foundation (provide new soil and sod, as required, to slope splash block).

05) REMOVE THREE (3) THROUGH-THE-WALL AIR CONDITION UNIT \$ 2,250.00

LOCATION: LIVING ROOM, FRONT AND REAR BEDROOM

Reason for work item: the existing wall units are replaced with the installation of central air conditioning.

Only perform this work item if central air conditioning is installed.

Remove the existing through-the-wall air conditioning unit.

Haul away all debris from property at once.

Close off the opening with frame construction.

Apply stucco patch on the exterior matching the adjacent surface in texture and thickness, concealing the patched opening.

On the interior side of the opening, install the exterior wall insulation, take pictures of the insulation.

Drywall-patch repair the interior. The patched wall material is to match the existing adjacent surfaces.

Paint from cut-line-to-cut-line. Paint per General Paint Specifications.

06) REPLACE ALL WALL SWITCHES AND RECEPTACLES \$ 2,500.00

Reason for electrical upgrade: the existing electrical wall switches and receptacles are damaged.

Replace all the wall switches and receptacles.

This item may require a permit.

- a) Install new decora style switches (rocker-style) and outlets (rectangular face). Homeowner to select color of the devices.
- b) The new outlet receptacles should be modern polarized, grounded tamper proof receptacles. Check the amperage rating of circuits and use receptacles with the correct ratings. Correctly polarize and ground all outlets and receptacles.
- c) Provide and install tamper proof GFCI Receptacles and/or GFCI Circuit Breakers for:
 - the bathrooms,
 - kitchen,
 - all outside receptacles and non-grounded receptacles.
- d) Properly orient the new switches and outlet receptacles.
- e) This work item does not rewire the home. This work item does not cover replacing aluminum wiring (or eliminating intermixing of conductors) to receptacles, wall switches, light fixtures, or any other electrical devices. This work item does not cover installing aluminum to copper lugs on aluminum wiring to receptacles, wall switches, light fixtures, or any other electrical devices.

07) TERMITE TREATMENT

BOTH DRY WOOD TERMITES AND SUBTERRANEAN TERMITES

\$ 3,500.00

Reason for termite treatment: there are visible signs of termite infestation.

The Contractor must furnish an inspection/treatment report after the fumigation.

The Contractor must provide two years warranty from the pest control company, to include two year monitoring of the termite bait system.

a) Perform tent fumigation for exterminating Dry-wood Termites by a licensed pest control company using VIKANE gas fumigant.

The Contractor shall schedule the treatment between Homeowner and exterminating company.

The Homeowner must vacate the premises prior to and after the treatment as directed by the exterminating company.

b) Install termite bait stations for Subterranean termites approximately 10 feet apart around the perimeter of the house.

TOTAL CONTRACT AMOUNT: \$ 34,250.00

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 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, 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 125th Street
North Miami, FL 33161

DECLARATION OF RESTRICTIVE COVENANT

RECITALS

WHEREAS, the undersigned is the fee simple owner(s) of the following described property ("Property") subject to the provisions, covenants, and restrictions contained herein:

Street Address: 750 NW 123 Street, North Miami, FL 33168

Legal Description: Lot 7, Less the West 16.667 Feet and the West 25 Feet of Lot 8, Block 20, of North Shore Heights, according to the Plat thereof, as recorded in Plat Book 40, Page 62, of the Public Records of Miami-Dade County, Florida a/k/a, 750 NW 123 Street, North Miami, Florida 33168 (“Subject Property”)

Folio Number: 06-2126-014-3560

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

WHEREAS, CDBG Program Guidelines require properties who participate in the Program to be subject to an affordability period.

NOW THEREFORE, the Owner(s) agrees and covenants to restrict the use of the Property in the following manner:

1. The recitals set forth in the preamble are adopted by reference and incorporated in this Restrictive Covenant.
2. 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. That during the Affordability Period fee simple title to the Property may be conveyed only to a person or persons who will use the Property as their principal residence and who have a household income at or below 80% of Area Median Income as defined by regulations of the United States Department of Housing and Urban Development ("HUD").
4. The restrictions contained within this Restrictive Covenant shall terminate upon occurrence of any of the following termination events: sale of the property, rental of the property, foreclosure, transfer in lieu of foreclosure or abandonment, the Owner(s) reacquire an ownership interest in the Property following the termination event.
5. The covenants and restrictions incorporated in this Restrictive Covenant shall be considered and construed as covenants and restrictions running with the land.

6. 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. The Owner(s) hereby acknowledges and agrees that the City is a beneficiary of this Restrictive Covenant, and the Owner(s) shall not release or amend this Restrictive Covenant without the prior written consent of the City.

8. Any and all requirements of the laws of the State of Florida that must be satisfied in order for the provisions of this Restrictive Covenant to constitute a deed restriction and covenant running with the land shall be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to insure that these restrictions run with the land. For the term of this Restrictive Covenant, each and every contract, deed, or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Restrictive Covenant, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Restrictive Covenant.

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

WITNESS:


Legibly print name

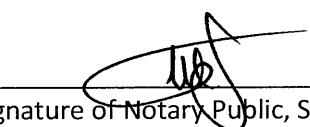

Signature of Owner

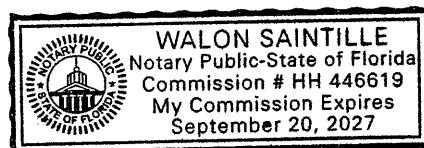

Legibly print name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 16th day of June, 2025 by the Owner(s) identified above, who either is personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.


Signature of Notary Public, State of Florida



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

CITY OF NORTH MIAMI
STATE HOUSING INITIATIVES PARTNERSHIP

MONEY MORTGAGE

Gina Antoine, (collectively, "Mortgagor(s)"), residing at 750 NW 123 Street, North Miami, Florida 33168, and the **City of North Miami, Florida** ("Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor desires to secure the payment of an indebtedness in the principal amount of **Thirty-Four Thousand Two Hundred Fifty Dollars and 00/100 Cents (\$34,250.00)** 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 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 7, Less the West 16.667 Feet and the West 25 Feet of Lot 8, Block 20, of North Shore Heights, according to the Plat thereof, as recorded in Plat Book 40, Page 62, of the Public Records of Miami-Dade County, Florida a/k/a, 750 NW 123 Street, North Miami, Florida 33168 ("Subject Property")

TOGETHER with all appurtenances and all the estate and rights of the Mortgagor 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 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 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 further covenants and agrees with the Mortgagee, as follows:

1. The Mortgagor 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 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 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 State Housing Initiatives Partnership (SHIP) 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 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 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 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 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 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 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 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 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. Each insurance company issuing any such policy is hereby authorized and directed to make payment for such loss to the Mortgagor 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 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.
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 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, 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 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 as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, 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 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, except is such transfer is to the surviving spouse, appointment of a receiver or liquidator, whether voluntary or involuntarily, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor 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 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 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 with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance;
- c) Failure of the Mortgagor 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 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 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;
- 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 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-Four Thousand Two Hundred Fifty Dollars and 00/100 Cents (\$34,250.00)**, 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 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 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 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 occupies the Mortgaged Property or any part, the Mortgagor agrees to surrender possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonably monthly rental for the premises occupied by the Mortgagor, 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 to pay such monthly rental, the Mortgagor 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, 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 or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

15. The Mortgagor, 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 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 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 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 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 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 and the heirs, legal representatives and assigns of the Mortgagor, 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 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.

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IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Rollini Sabor
Witness (Print Name)

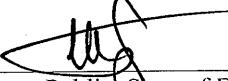
Gina Antoine
Gina Antoine, Owner

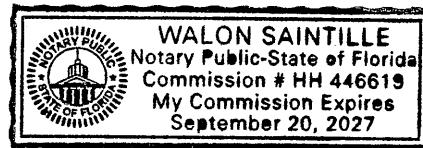
Address: 750 NW 123 Street, North Miami, FL 33168

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 16th day of June, 2025 by the Owner(s) identified above, who either is personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.


Signature of Notary Public, State of Florida



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

CITY OF NORTH MIAMI
STATE HOUSING INITIATIVES PARTNERSHIP

PROMISSORY NOTE

Schedule A
Amount: **\$34,250.00**

Agreement No. SHIP 2024-03
Date: _____

This Promissory Note is made and entered into this day of _____ between **Gina Antoine** ("Mortgagor"), residing at 750 NW 123 Street, North Miami, FL 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-Four Thousand Two Hundred Fifty Dollars and 00/100 Cents (\$34,250.00)**, 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 ("SHIP") Program ("Program") requirements, this amount shall be partially forgiven in the amount of **Four Thousand Eight Hundred Ninety-Two Dollars and 85 /100 Cents (\$4,892.85)** 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.

[The remainder of this page is intentionally left blank]

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


Gina Antoine, Owner

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 16th day of June, 2025 by the Owner(s) identified above, who either is personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.


Signature of Notary Public, State of Florida

