

CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT
REHABILITATION LOAN AGREEMENT

This Rehabilitation Loan Agreement ("Agreement") is entered into this _____ by and among the following parties: **Samantha St. Fleur and Waldine St. Fleur** ("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 **Centerline Services Group, Inc.** ("Contractor"), a Florida corporation, with its principal business address at 1604 Pennsylvania Avenue, Unit 2, Miami Beach, FL 33139, (collectively referred to as the "Parties"), regarding the rehabilitation of the real property legally described as:

Lot 15, Block 7, of Overbrook Shores No. Two, According to the Plat thereof as recorded in Plat Book 50, Page 31, of the Public Records of Miami-Dade County, Florida, a/k/a 170 NW 122 Street, North Miami, Florida 33168 ("Subject Property")

WITNESSETH:

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

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

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

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

NOW, THEREFORE, in consideration of the mutual promises and the grant money in the amount of **Twenty-Four Thousand Dollars and 00/100 Cents (\$24,000.00)**, the Parties acknowledge the receipt of the grant funds and agree as follows:

1. **CDBG Funds.** The Community Development Block Grant (CDBG) funds in the amount of **Twenty-Four Thousand Dollars and 00/100 Cents (\$24,000.00)** are being utilized for the rehabilitation of the Subject Property, as set forth in the Scope of Services attached hereto as Exhibit "A".
2. **City's Responsibility.** The City shall have the sole responsibility and obligation to interpret the intent and purpose of the Program and the Contract Documents.
3. **Homeowner(s) Responsibilities.** The Homeowner(s) is/are receiving a grant from the City of North Miami, Florida, secured by the above-described property. In consideration of this grant, the Homeowner(s) agree to cooperate promptly with the City of North Miami and its agents in correcting or completing any required documents, including the updating of any agreement documents, if deemed necessary or desirable by the City. This may include the correction or execution of a new note and mortgage to reflect the agreed terms. The Homeowner(s) understand that refusal to do so may jeopardize their continued participation in the Program.
4. **Project Compliance.** The Project shall be performed in accordance with the applicable codes, ordinances, and statutes of the City, Miami-Dade County, and the State of Florida.

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

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

The required insurance coverage details are as follows:

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

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

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

7. **Owner(s) Occupancy and Repayment Obligation.**

- a. The Owner(s) acknowledge that the property is their primary residence and agree to continuously occupy the property as such for at least a seven (7) year period commencing on the date of execution of this Agreement.
- b. If the Owner(s) fail to continuously occupy the property as their primary residence for the entire seven (7) year period, the funds provided shall be immediately reimbursed to the City on a pro-rata basis for the time period remaining in the seven (7) years.
- c. The Parties further agree that the funds provided by the City derive from the CDBG Program and that such funds shall be secured by a non-interest-bearing Promissory Note and Mortgage, which shall take priority over all other encumbrances, except a Purchase Money First Mortgage.
- d. The Parties agree that the indebtedness shall be partially forgiven in the amount of **Three Thousand Four Hundred Twenty-Eight Dollars and 57/100 Cents (\$3,428.57)** per year over the seven (7) year period, until fully forgiven.

8. **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.

9. **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.
10. **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.
11. **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.
12. **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.
13. **City's Inspection Rights.** The City may periodically inspect the real property to ensure compliance with the terms of this Agreement.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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-Four Thousand Dollars and 00/100 Cents (\$24,000.00)**. 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-Four Thousand Dollars and 00/100 Cents (\$24,000.00)**, 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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **Default Definition.** A default shall include, but not be limited to, the following acts or events of the Owner(s), Contractor, or their agents, servants, employees, or subcontractors:

- a. Failure by the Contractor to: (i) Commence work within thirty (30) days from the issuance of a Notice to Proceed; (ii) Diligently pursue construction and complete the project within the time frame allotted in the Notice to Proceed, including securing a Final Certificate of Completion; or (iii) Provide the required documentation for final payment within thirty (30) days from the issuance of the Final Certificate of Completion.

Work shall be considered to have commenced and be in active progress when, in the opinion of the City, a full complement of workmen and equipment are present at the site, diligently incorporating materials and equipment in accordance with the Project throughout each full working day, weather permitting.

- b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing, zoning laws, rules, regulations, or codes.
- c. Insolvency or bankruptcy of the Owner(s) or the Contractor.
- d. Failure by the Contractor to maintain the insurance required by the City.
- e. Failure by the Contractor to correct defects within a reasonable time, as determined by the City in its sole discretion.
- f. Breach of any term or condition of this Agreement by the Owner(s) or Contractor.

25. **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.

26. 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.

27. **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.
28. **Compliance with Housing and Community Development Act.** The Owner(s) and Contractor shall comply with all applicable requirements set forth in Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended.
29. **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: Centerline Services Group, Inc
Giraldo, Luz E. (Registered Agent)
15700 NE 2 Avenue
Miami, FL 33162

If to Owner(s): Samantha St. Fleur and Waldine St. Fleur
170 NW 122 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.

30. **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.
31. **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.
32. **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.
33. **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.

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.

Walon Saintille
Witness
Date: 9/18/2025

E-SIGNED by Walon Saintille
NORTH MIAMI 2025-09-22 20:05:18 GMT
Witness
Date: September 22, 2025

E-SIGNED by Polini Sanon
NORTH MIAMI 2025-09-22 20:36:56 GMT
Witness
Date: September 22, 2025

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

Samantha St. Fleur
Samantha St. Fleur, Owner
Date: 9/18/25

E-SIGNED by Waldine St. Fleur
NORTH MIAMI 2025-09-22 20:02:45 GMT
Waldine St. Fleur, Owner
Date: September 22, 2025

CONTRACTOR:
Centerline Services Group, Inc.

By: E-SIGNED by Luz Giraldo
NORTH MIAMI 2025-09-22 20:11:00 GMT
Date: September 22, 2025

Date: _____

City of North Miami, a Florida municipal Corporation:

Theresa Therilus, Esq., City Manager

City Manager Date Signed

Exhibit A

SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

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 16, 2024, was e-mailed to all contractors attending the Pre-Bid Meeting and signed the sign-in sheet. By signing the sign-in sheet at the Pre-Bid Conference, the contractors acknowledge receiving the report. However comprehensive the report appears; it cannot claim to have identified all lead containing materials. It is the Contractor's responsibility to determine compliance with EPA and OSHA standard.

GENERAL PAINT SPECIFICATIONS

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

CLEAN UP

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

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

PERMITS AND MISCELLANEOUS FEES

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

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

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

EXTERIOR WINDOWS AND DOORS

01) FRONT EXTERIOR DOOR WITH FULL VIEW IMPACT GLASS **\$ 2,700.00**
NUMBER OF DOOR OPENING 1

Reason for replacement: the existing door is deteriorated and does not comply with the Florida Building Code (FBC) and Miami-Dade regulations for wind-borne debris protection requirements.

Remove the security door bars and do not replace them. Leave the security bars with the homeowner.

Remove existing front door, jamb, casing, threshold, and haul these materials/debris away.

Replace deteriorated wood buck, set buck in premium silicone sealant.

Install a new aluminum entry door - with full view impact obscure glass.

Install the door and its components in strict compliance with the Florida Building Code (including FBC Energy Conservation), Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE).

This item requires a permit.

- a) The Homeowner must agree and sign-off on the final door design, operation of door, color of frame and degree of tinted glass from the standard stock, prior to ordering the door.
- b) Furnish and install new out-swing impact resistant aluminum exterior door, with full view obscure impact glass, complete with frame, jamb, casing, brick molding, etc.
- c) The color of the door frame should be bronze.
- d) Install spring/chain stop, or doorstop.
- e) Install aluminum weather-stripping saddle, weather-stripping on the frame and weather-strip wedges at the upper and lower corners of the jamb to conceal daylight and ensure a tight weather seal.
- f) The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside, knob and deadbolt (keyed alike). Install ANSI Grade 1 hardware.
- g) If door and/or jamb are unfinished, apply one coat of primer/sealer and two coats of 100% acrylic latex paint on jamb and casing. Paint the door as recommended by the manufacturer. **DO NOT PAINT THE WEATHER-STRIPPING.**
- h) Repair/replace all damaged surfaces inside and out, caused by door removal. Modifications or repairs/replacement work to, e.g., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces.

- i) Remove the manufacturers' stickers and residue on the glass after all final inspections.
- j) Warranty - Contractor to register the windows with the manufacturer and provide the following to the Homeowner as one staple package:
 - 1 - copy of the warranty
 - 2 - name of dealer
 - 3 - proof of sales order number
 - 4 - proof of shipping date

02) REPLACE ALL EXTERIOR WINDOWS WITH IMPACT WINDOWS \$ 16,300.00

APPROXIMATE NUMBER OF EXISTING WINDOWS **14** and NUMBER OF WINDOW OPENINGS **11**

Reason for replacement: The existing windows are non-impact rated and perform poorly, with difficult operations when opening and closing. They lack weather-tightness. The home is out of compliance with the Florida Building Code (FBC) and Miami-Dade codes for wind-borne debris protection on window openings.

Remove existing windows and install new impact replacement windows with standard factory tinted glass. Install windows and their components in strict compliance with Florida Building Code (including FBC Energy Conservation), Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE).

Contractor is to provide the required engineering.

This item requires a permit.

- a) **REPLACE ALL EXTERIOR WINDOWS. The approximate number of openings and windows above are not for bidding purposes, the Contractors must verify measurements/dimensions and total number of new windows.**
- b) The new replacement windows shall be:
 - 1. The new replacement windows shall be non-colonial style.
 - 2. The new replacement windows can be single hung, horizontal rolling and/or fixed.
 - 3. Install casement windows, if required because of size restriction for egress.
 - 4. Window frames - aluminum and bronze in color.
 - 5. All operable windows must have screen panels.
 - 6. Homeowner written approval is required on final window design, operation of windows, obscure glass, color of frames and degree of tinted glass from the standard stock, for each window opening.
- c) **Install windows with low-solar-gain (low-E) glass, NFRC Label: Solar Heat Gain Coefficient (SHGC) ≤ 0.29 .**
 - 1. Explain to the Homeowner the color of the glass tint. Homeowner written approval is required.
 - 2. Provide a sample tinted glass for the Homeowner written approval prior to ordering the windows.
- d) All exposed anchoring screws shall be the same color as the window frame.

- e) Replace tiled windowsills. Replace wood, cracked and damaged windowsills, minor scratches are permissible. Replace missing windowsills. Replacement windowsills shall be ½" marble sills. Match the new marble sills color and pattern as close as possible.
- f) The windowsills must completely conceal the mullion clips. Replace any notched windowsills. Do not oversize notch-out the windowsills and use filler material to conceal the mullion clips.
- g) Replace deteriorated wood buck, set buck in premium silicone sealant.
- h) Remove all previously installed shutters, awnings and attachment hardware including makeshift shutters, patch, and spot paint, match existing paint as close as possible.
- i) Repair or replace all damaged interior and exterior surfaces affected by window removal.
Repair any damaged side walls (window returns) within the window openings.
All modifications or repairs, including work on stucco, drywall, paint, caulking, and tile, should blend with adjacent surfaces, with painting done from cutline to cutline for a seamless finish.

Contractor must obtain Homeowner signature acknowledging that spot painting may not match.

- j) Remove the manufacturers' stickers and residue on the glass after all final inspections.
- k) Warranty - Contractor to register the windows with the manufacturer and provide the following to the Homeowner as one staple package:
 - 1 - copy of the warranty
 - 2 - name of dealer
 - 3 - proof of sales order number
 - 4 - proof of shipping date

03) DINING ROOM - INSTALL IMPACT SLIDING GLASS DOOR (SGD)

\$ 5,000.00

NUMBER OF DOOR OPENING 1

Reason for replacement: The existing sliding glass door is flimsy, allows drafts, and does not comply with the Florida Building Code (FBC) and Miami-Dade regulations for wind-borne debris protection for door openings.

Remove the security door bars and do not replace them. Leave the security bars with the homeowner.

Remove existing sliding glass door and frame. Within the same opening, install a new impact sliding glass door and frame with exterior screen door panel; Homeowner shall select and confirm in writing the design, color of frame and degree of tinted glass from the standard stock.

Install the new impact sliding glass door with components in strict compliance with the Florida Building Code (including FBC Energy Conservation), Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE). Haul away all debris from property at once. This item requires a permit.

- a) Install a sill pan flashing. Pan flashing shall be sealed or sloped in such a manner as to direct water to the surface of the exterior wall finish or the water-resistive barrier for subsequent drainage.

- TAKE PICTURES OF THE SILL PAN FLASHING.

- b) **Install sliding glass door with low-solar-gain (low-E) glass, NFRC Label: Solar Heat Gain Coefficient (SHGC) \leq 0.29.**
1. Explain to the Homeowner the color of the glass tint. Homeowner written approval is required.
 2. Provide a sample tinted glass for the Homeowner written approval prior to ordering the SGD.
- c) Both panels are to be operable, configured as XX. The Homeowner written approval is required for the operation of door and screen panels.
- d) Install new pull handle hardware on the inside side of the operable panel, with finger groove hardware on the outside.
- e) All exposed anchoring screws shall be the same color as the frame.
- f) Repair/replace all damaged surfaces inside and out. Repair existing damaged side walls (opening returns) inside the door opening. Modification or repairs/replacement work to, e.g., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces. **Contractor must obtain Homeowner signature acknowledging that spot painting may not match.**
- g) Explain to the Homeowner the height of the bottom sill prior to ordering the SGD. The Homeowner should acknowledge the sill height and approve the SGD in writing.
- h) Remove the manufacturers' stickers and any residue on the glass after all final inspections.
- i) **DO NOT REMOVE AWNING ON THE SGD.**
- j) Remove all previously installed shutters and attachment hardware including makeshift shutters, patch and spot paint, match existing paint as close as possible.
- k) Warranty - Contractor to register the sliding glass door with the manufacturer and provide the following to the Homeowner as one staple package:
- 1 - copy of the warranty
 - 2 - name of dealer
 - 3 - proof of sales order number
 - 4 - proof of shipping date

TOTAL CONTRACT AMOUNT: \$24,000.00

EXHIBIT "B"

LEAD INSPECTION

(The lead inspection for said property was previously administered)

LEAD BASE PAINT INSPECTION

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

EXHIBIT "C"

Program Regulations

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

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

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

Commencing Work

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

Method of Payment

Program funds shall be disbursed to the Contractor as follows:

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

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

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

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

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

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

CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT
DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made and entered into this day of _____, by **Samantha St. Fleur and Waldine St. Fleur**, (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: 170 NW 122 Street, North Miami, FL 33168

Legal Description: Lot 15, Block 7, of Overbrook Shores No. Two, According to the Plat thereof as recorded in Plat Book 50, Page 31, of the Public Records of Miami-Dade County, Florida

Folio Number: 06-2125-015-0930

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

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

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

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

of the Property to a third party; c) Foreclosure or deed in lieu of foreclosure; d) Abandonment of the Property; or e) If the Owner(s) reacquire an ownership interest following a termination event described above. Notwithstanding the foregoing, the City reserves the right to enforce recapture provisions or other remedies under applicable HUD or City policies.

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

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

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

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

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

WITNESS:

Tommy Frison
Legibly print name

E-SIGNED by Walon Saintille
NORTH MIAMI 05-09-22 20:05:08 GMT
Walon Saintille
Legibly print name

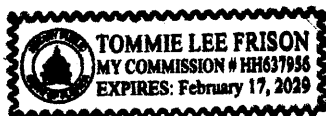
Signature of Owner

Samantha St Fleur
Legibly print name

E-SIGNED by Waldine St. Fleur
NORTH MIAMI 05-09-22 20:01:09 GMT
Waldine St. Fleur
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 18 day of September, 2025, by Samantha St Fleur
Waldine St Fleur



Tommy Lee Frison
Notary Public, State of Florida

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

☐ Personally Known OR ☒ Produced Identification

Type of Identification Produced: FL Drivers License

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

**CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT
MONEY MORTGAGE**

This mortgage is made and entered into this day of _____, between **Samantha St. Fleur and Waldine St. Fleur**, (collectively, "Mortgagor(s)"), residing at 170 NW 122 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-Four Thousand Dollars and 00/100 Cents (\$24,000.00)**, with interest payable in accordance with a Promissory Note bearing even date with this Mortgage which is attached as "Schedule A" and made a part of this Mortgage, and all other indebtedness which the Mortgagor(s) is obligated to pay to the Mortgagee pursuant to the provisions of the Note of this Mortgage, hereby grants, conveys and mortgages to the Mortgagee the parcel of land situated in Miami-Dade County, Florida and described as follows:

Lot 15, Block 7, of Overbrook Shores No. Two, According to the Plat thereof as recorded in Plat Book 50, Page 31, of the Public Records of Miami-Dade County, Florida, a/k/a 170 NW 122 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 quitance, 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 Community Development Block Grant ("CDBG") 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 seven (7) 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-Four Thousand Dollars and 00/100 Cents (\$24,000.00)** 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.

W.S.F. **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.

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:

Tommie Frison
Witness (Print Name)

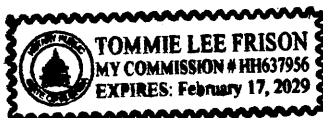
Walon Saintille
Witness (Print Name)

Samantha St. Fleur
Samantha St. Fleur

E-SIGNED by Waldine St. Fleur
NORTH MIAMI 09-22 20:00:54 GMT
Waldine St. Fleur
Address: 170 NW 122 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 18th day of September, 2025, by Samantha St Fleur
Waldine St Fleur



Joan Lee
Notary Public, State of Florida

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

☐ Personally Known OR ☒ Produced Identification

Type of Identification Produced: FL Drivers License

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

**CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT
PROMISSORY NOTE**

Schedule A
Amount: \$24,000.00

Agreement No.: CDBG (R) -2025-09
Date: _____

This **PROMISSORY NOTE** is made and entered into this day of _____, between **Samantha St. Fleur and Waldine St. Fleur**, (collectively, "Mortgagor(s)") residing at 170 NW 122 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-Four Thousand Dollars and 00/100 Cents (\$24,000.00)** 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 Community Development Block Grant Program ("CDBG Program") requirements, this amount shall be partially forgiven in the amount of **Three Thousand Four Hundred Twenty-Eight Dollars and 57/100 Cents (\$3,428.57)** 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.

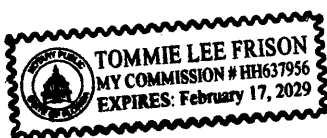
IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of its date.

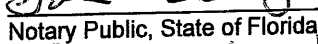

Samantha St. Fleur, Owner

E-SIGNED by Waldine St. Fleur
NORTH MIAMI 09-22 20:00:48 GMT
Waldine St. Fleur, 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 September 18, 2025, by Samantha St Fleur
Waldine St Fleur




Notary Public, State of Florida
Tommie Lee Frison
(Print, Type, or Stamp Commissioned Name of Notary Public)

☐ Personally Known OR ☒ Produced Identification
Type of Identification Produced: FL Drivers License