

CITY OF NORTH MIAMI
STATE HOUSING INITIATIVES PARTNERSHIP
REHABILITATION LOAN AGREEMENT

9/3/2020

THIS AGREEMENT is entered into this day of _____, by and among the following: **Elizabeth Rogers, Pablo R. Gajardo, Juan D. Gajardo**, (“Owners”), Owners of the subject property; the **City of North Miami** (“City”), a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161, and **Construct Build, Inc.**, (“Contractor”), having its principal business address at, 4730 Grapevine Way, Davie, Florida 33331 collectively referred as the “Parties”, regarding the rehabilitation of the real property legally described as:

Lot 40, Block 20 of NICHOLS HEIGHT ADDITION, according to the Plat thereof as recorded in Plat Book 50, Page 21, of the Public Records of Miami-Dade County, Florida a/k/a, 325 NW 138th 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 Owners 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 money in the amount of **Twenty-Four Thousand Five Hundred Sixty-Nine Dollars and 00/100 Cents (\$24,569.00)**, which the City will pay, which consideration is acknowledged by the Parties, the Parties agree as follows:

1. SHIP funds in the amount of **Twenty-Four Thousand Four Hundred Nineteen Dollars and 00/100 Cents (\$24,419.00)** are being utilized in this real estate transaction for the purpose of rehabilitating the subject property (Scope of Services attached hereto as Exhibit “A”); including **One Hundred Fifty Dollars and 00/100 Cents (\$150.00)** lead inspection previously administered as part of the administrative cost associated with the rehabilitation process referenced in Exhibit “B” of this Agreement.

2. The Specifications & Proposal (“Contract Documents”) related to the Project, attached as Composite Exhibit “A”, (as amended from time to time), represent 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. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
4. Homeowners is receiving a grant from the City of North Miami, Florida secured by the above described property. In consideration thereof, homeowners agrees to cooperate promptly with the City of North Miami and its agents in the correction or completion, as well the updating of any agreement documents, if deemed necessary or desirable by the City of North Miami. Borrower understands that this may include correction or execution of a new note and mortgage to reflect the agreed terms. Refusal to do so, may jeopardize your opportunity to continue to participate in the program
5. The Project shall be performed in accordance with all applicable codes, ordinances and statutes of the City, Miami-Dade County, and the State of Florida.
6. The Owners agree to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100-year flood plain zone, the Owners must have an active flood insurance policy. Owners agree to purchase Homeowners’ Insurance, Windstorm Insurance or Flood Insurance (Windstorm and Flood Insurances as applicable) upon completion of the rehabilitation work to be done to property. The coverage details of the insurance requirements follow:
 - a. Hazard (or homeowners’) Insurance Policy for the replacement value as determined by the insurer, properly endorsed;
 - b. Proof of Windstorm Insurance if not covered by the homeowners’ Insurance Policy for the replacement value as determined by the insurer, properly endorsed (if applicable); and
 - c. Proof of Flood Insurance if the subject property is located within a Flood Zone for the replacement value as determined by the insurer, properly endorsed (if applicable).
 - d. 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. The Parties acknowledge and agree that funds provided derive from SHIP Program funds appropriated to the City by the Florida Department of Community Affairs for the uses and purposes referred to in this Agreement.
8. The Owners acknowledge that the property is a primary residence, and agrees to continually occupy the property as a primary residence for a period of seven (7) years from this Agreement's execution. It is agreed and understood that SHIP Program funds provided to the Owners in order to rehabilitate the Subject Property constitute an indebtedness to be secured by a non-interest bearing Promissory Note and Money Mortgage, unless there is a default. Further, the Parties agree that the indebtedness shall be partially forgiven in the amount of **Three Thousand Five Hundred Nine Dollars and 85/100 Cents (\$3,509.85)** each year over a seven (7) year period, until fully forgiven.
9. If any interest in the property is sold, assigned, subleased, conveyed or transferred, or the Note and Mortgage created by this Agreement is subordinated, whether voluntarily or involuntarily, including bankruptcy or foreclosure, within seven (7) years of this Agreement's execution, such an event shall be considered a default unless the property Owners agree to re-pay the remaining balance prior to such event. The indebtedness shall be payable at a rate of four percent (4%) simple interest per year on the remaining principal amount. Any person or entity, who, subsequent to 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. All conditions and restrictions of this Agreement shall be considered and construed as restrictions 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 a Note and Mortgage are recorded, after which time, they shall be released by the City.
11. The Owners and Contractor will not voluntarily create or permit, suffer to be created or to exist on or against the subject property or any part, any lien superior to the City's interest, and will keep and maintain the property from the claim of all parties supplying labor or materials which will enter into the construction or installation of improvements.
12. The City may seek civil action and penalties including court costs, attorneys' fees and reasonable administrative expenses should Owners or Contractor fail to comply with the foregoing covenants and restrictions.
13. The City may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.
14. In the event the Owners or Contractor prevents the City from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the City from complying with federal, state or local laws, the City shall be entitled to immediately terminate this Agreement, retain all funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement.

Further, action by the Owners or Contractor to prevent or deny 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 at law or equity.

15. If the Owners terminate or cancel the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed twenty percent (20%) of the labor and materials' cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the City. The Contractor shall be compensated from the funds provided to this Project. The Contractor shall not seek any relief or file any claim against the City should such termination or cancellation by the Owners occur.
16. The Owners shall not release or amend this Agreement without the prior written consent of the City.
17. The Contractor, its subcontractors, agents or employees waive any right to bring a lawsuit against the City or Owners for breach of this Agreement, and shall pursue alternative dispute resolution of all matters arising out of this Agreement.

In conjunction with the above paragraph, the Contractor, its subcontractors, agents or employees waive all rights to file a lien against the subject property.
18. Payment to the Contractor for the Project shall be made as described in Exhibit "B". After payment is made to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owners, Contractor or any third person or entity.
19. The City desires to enter into this Agreement only if by so doing the City can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds its monetary commitment of **Twenty-Four Thousand Five Hundred Sixty-Nine Dollars and 00/100 Cents (\$24,569.00)**. Owners and Contractor express their willingness to enter into this Agreement with recovery from the City for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of **Twenty-Four Thousand Five Hundred Sixty-Nine Dollars and 00/100 Cents (\$24,569.00)**. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.
20. The Owners 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 or accruing by virtue of this Agreement.
21. The Owners and Contractor shall not sublease, transfer, or assign any interest in this Agreement.

22. In the event of a default, the City may mail to Owners or Contractor a notice of default. If the default is not fully and satisfactorily cured in the City's sole discretion within thirty (30) calendar days of the mailing of the notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement. In addition, the City shall determine the amount of compensation to be paid to the Contractor for the work completed up to the time of termination. Contractor shall be responsible for all repairs and replacement of all work to the City's satisfaction.
23. In the event of a default, the City shall additionally be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.
24. A default shall include but not be limited to the following acts or events of Owners, Contractor or their agents, servants, employees or subcontractors:
 - a. Failure by the Contractor to (i) commence work within thirty (30) days from the date of this Agreement, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within two (2) months from the date of this Agreement, or (iii) provide the documentation required to make the final payment within thirty (30) days from the date when a Final Certificate of Completion is issued.

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 to diligently incorporate materials and equipment in accordance with the project throughout the day on each full working day, weather permitting.
 - b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.
 - c. Failure by Owners to comply with the terms and conditions of the Note, Mortgage or other document executed in connection with the Program, or the Owners' provision of false, fictitious or fraudulent statements to obtain SHIP funding.
 - d. Insolvency or bankruptcy by the Owners 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 decided in the sole discretion of the City.
 - g. The breach of any term or condition of this Agreement.
25. If Owners 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 Debtor files for bankruptcy, the following shall occur:

1. In the event the Owners file a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owners or Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owners further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Owners agree to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Owners acknowledge that such waiver is done knowingly and voluntarily.
 2. Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Owners in favor of the City.
 3. In the event the Owners file for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Owners agree to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage, if applicable. Additionally, the Owners shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Owners has less than five (5) years of payments remaining on the Note, the Owners agree that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.
- b. Should this Agreement be entered into and fully executed by the Parties, and the funds have not been forwarded to Owners or Contractor, the following shall occur:
- In the event the Owners file 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 Owners acknowledge that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Owners acknowledge that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Owners acknowledge that the Agreement 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. In the event the City consents to the assumption, the Owners agree to file a motion to assume the Agreement within ten (10) days after their receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The

Owners 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 Owners have filed for bankruptcy, the following shall occur:
 1. The Owners agree that in the event they are current Debtors in bankruptcy, at the request of the City, the Owners shall file a motion for authorization to obtain post-petition financing pursuant to 11 U.S.C. 364(d)(1). The Owners further agrees that any funds loaned by the City shall be secured by a lien on the real property first in priority and ahead of any other existing lien(s), unless otherwise agreed to in writing by the City.
 2. In the event of 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. If Contractor defaults under this Agreement, by way of insolvency or bankruptcy, the following shall apply:

Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor files for bankruptcy, the following shall occur:

- a. In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. § 301, or 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 the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes 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 a voluntary petition is filed pursuant to 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 under the provisions of this subparagraph. In the event the Contractor does not voluntarily assume the Agreement, or, in the event the United States Bankruptcy Court does not authorize the Contractor's assumption of this Agreement, the Contractor acknowledges and agrees that the City may assert a valid claim of recoupment, thereby being entitled to recoup any damages suffered as a result of the Contractor's breach of this Agreement either by failing to voluntarily assume the Agreement, or, as a result of the entry of an order by the United States Bankruptcy Court prohibiting such assignment, against any monies which may be owed by the City to Contractor under the terms of the Agreement.
- b. In the event the Contractor is authorized to assume this Agreement, the Contractor acknowledges and agrees that it shall be obligated to cure any and all existing defaults upon the entry of an order by the United States Bankruptcy Court authorizing its assumption of this Agreement. Furthermore, the Contractor shall be obligated to provide adequate assurance of future performance including, but not limited to, adequate assurances that the Contractor shall complete the project

contemplated by the Agreement within the time frame provided and agreed upon by the Parties under the terms and conditions of this Agreement.

- c. In the event that the Owners default under this Agreement by insolvency or bankruptcy, either by filing a voluntary petition under 11 U.S.C. §§ 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, Contractor fully understands, acknowledges and agrees to be fully bound by the provisions contained in Paragraph 24 (a)(1), (a)(2), (a)(3), (b) and/or (c), in the event 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 and agrees that, in the event the City is not obligated to perform under the terms and conditions of this Agreement, as a result of the Owners defaulting under this Agreement by insolvency or bankruptcy, by filing a voluntary petition under 11 U.S.C. § 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, the City shall be entitled to assert any defenses to which it may avail itself against the Owners(s), against the Contractor including, but limited to, any claim or right of recoupment.

27. This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.

28. The Owners and Contractor shall comply with all applicable uniform administrative requirements as described in Chapter 420, Florida Statutes, and Chapter 67-37, Florida Administrative Code.

29. Notices and Demands: All notices, demands, correspondence and communications between the Parties shall be deemed sufficiently given under the terms of this Agreement if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attn: City Manager

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

If to Contractor: Construct Build, Inc
Durant Palomino (Mailing Address)
4730 Grapevine Way
Davie, Florida 33331

If to Owners: Elizabeth Rogers, Pablo R. Gajardo, Juan D. Gajardo
325 NW 138th Street
North Miami, Florida 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. 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. 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. 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. 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.

[The remainder of this page is intentionally left blank]

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.

Darsy Cordero
Witness
Date: 8/21/20

Darsy Cordero
Witness
Date: 8/21/20

Darsy Cordero
Witness
Date: 8/21/2020

Darsy Cordero
Witness
Date: 8/26/20

APPROVED BY:

DocuSigned by:
Alberte Bazile
B98C99AB13F54BA...

Alberte Bazile, MBA
Housing & Social Services, Director

ATTEST:

DocuSigned by:
[Signature]
BB47A3B4B262492

Vanessa Joseph, Esq., City Clerk
9/3/2020

City Clerk Date Signed

[Signature]
Elizabeth Rogers
Date: 8/21/20

[Signature]
Pablo R. Gajardo
Date: 8/21/20

[Signature]
Juan D. Gajardo
Date: 8/21/2020

CONTRACTOR:

By: [Signature]
Date: 8-26-2020

Date: 8/26/2020

City of North Miami, a FLORIDA municipal Corporation, "City":

DocuSigned by:
[Signature]
20014CC21P09403

Theresa Therilus, Esq., City Manager
9/2/2020

City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
[Signature]
8AF8443D714D491

Jeff P. H. Cazeau, Esq., City Attorney
8/27/2020

City Attorney Date Signed

Exhibit A**SCOPE OF SERVICES**

Owners and CONTRACTOR agree to undertake the following repairs:

01) INSTALL IMPACT RESISTANT WINDOWS AND CORRECT WINDOWS VIOLATIONS THROUGHOUT LOCATION: DEN / EAST SIDE \$5,800.00
Repair/caulk and install missing screws at all windows.

The Contractors will verify measurements/dimensions and total number of openings to receive new windows. Remove existing windows and install, in the same configuration as the existing windows, new single hung, HURRICANE impact, aluminum replacement windows with screens and factory-tinted glass. Homeowners shall select color of frames and degree of tinted glass from the standard stock. The aluminum windows and its components shall be installed in strict compliance with the Product Approval.

- All exposed anchoring screws shall be the same color as the frame or concealed.
- Replace missing, cracked, damage and tiled sills with ½” marble sills.
- Replace wood buck, if deteriorated or necessary, set buck in caulk.
- Repair/replace all damaged surfaces inside and out, caused by windows installation. Any modifications or repairs/replacement work to, i.e., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces.
- Remove the manufacturers’ stickers and any residue on the glass after all final inspections.

02) REPLACEMENT OF CENTRAL AIR CONDITIONING SPLIT SYSTEM AND INSTALL NEW SUPPLY AND RETURN AIR DUCT SYSTEM \$8500.00

This item requires permits for installing air conditioner, framing and drywall. Provide Energy Calculation.

- a) Install new air handling equipment in the same AHU closet.
- b) Remove the ductwork above the roofline and install new ductwork and registers, inside the home.
- c) Discuss with the homeowners the options of placement of the vents prior to installing the same. Homeowners to sign-off on final design. Homeowners must approve in writing the boxing out the new ductwork.

- d) Modify any walls, ceilings, closet and doors to accommodate the new unit and removal of equipment and supply, return air ductwork and outlets. Modifications or repair work to stucco, drywall, paint, caulk, and/or tile, etc. should match existing adjacent surfaces. Paint patched areas from cut-line to cut line.

Ductwork:

- e) Remove all existing ductwork, interior and exterior. Haul away all debris from property at once.
- f) Install new supply air duct to each room. Provide return air system to each room.
- g) Conceal all interior ductwork by framing and drywall, tape and provide a smooth finish, and paint.
- h) **Replace all supply and return air registers.** All the registers shall be white in color and match the size of the existing register being replaced. The supply register should be adjustable with manual opposed blade dampers (multi-directional) based upon the existing location of the duct outlets.
- i) Build a new supply air plenum.

Air Condition Equipment:

Remove existing air-handler and outside condensing unit. Within the same locations, as the existing units, install a new air-handling unit with electric heat strip and condensing unit of sufficient size to accommodate the needs of the home. The air conditioning unit shall have a minimum SEER rating of **16.0**, ENERGY STAR qualified and the equipment must be labeled accordingly. Acceptable manufactures are Carrier, Rheem and Goodman. Haul away all debris from property at once. Upon completion of work, Contractor shall provide homeowners with the manufacturer's informational equipment package, equipment warranty with a five (5) years compressor warranty and Contractor's one-year full warranty for labor and material. Installation must comply with the manufacture specifications and building codes; make all the necessary modifications. All FPL energy conservation rebates will be applied to the contractor cost of the air conditioning equipment. It is the responsibility of the contractor to register with FPL and to submit the signed Watt Saver form to Housing.

- **Provide a heat loss load calculation to properly size the replacement unit and new supply/return air ductwork and transfer system.**

- **The electric heat strip should be sized to maintain an indoor temperature of 68 degrees F with an outdoor ambient temperature of 40 degrees F.**
- **Provide new programmable thermostat, high and low voltage electric service, liquid lines and equipment concrete pad and stand.**
- **Upgrade and/or modify the electric (per building code).**
- Install missing supply/return air ducting and grilles in each room. Do not install return air grilles in the bedroom walls or doors.
- Modify walls, ceilings, closets and doors to accommodate the new equipment and/or supply, return air ductwork and outlets. *Modify wall to install new soffits throughout.* Modifications or repairs work to stucco, drywall, paint, caulk, and/or tile, etc should match existing adjacent surfaces.
- *Contractor shall test and balance all ventilation and air conditioning systems. Submit two copies of Test and Balance Report, to the Homeowners for approval.*
- Install a condensation drain line, with a condensation pump, thru the attic.

03) PRESSURE CLEAN AND PAINT THE EXTERIOR SURFACE OF THE HOUSE

\$4,200.00

Furnish equipment and labor to pressure clean, (with minimum 3,000 p.s.i.) all exterior siding, masonry/stucco and wood wall and ceiling surfaces, security bars, awnings, railings, pipes, doors, columns, slabs, walkway and any exposed concrete area. Remove alga, mold and mildew. Upon completion, all surfaces must be free of chalking, peeling, flaking, rust, mold and mildew. **NOTE:** **Contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed. Call Housing Inspector for inspection prior to painting or priming.**

Remove dry, shrunken deteriorated caulk. Cut away old gasket and/or sealants as needed. Remove existing caulk from all windows and doors. Clean all joint surfaces and prepare surfaces to receive new sealants. Install backer rods as necessary prior to caulking. Prime all joints as necessary. Apply and tool ZERO OR LOW VOC sealant to required configurations. Prepare surface, prime and paint. Tint the primer to the color selection. Paint all previous painted surfaces including, eave drip, fascia, soffit, doors (six sides), porch and patio ceiling (screened in or not), concrete slabs and walkways, security/decorative bars, railing and awnings. Use the right product for the surface painted. Apply finish coat(s), test paint to determine proper number of coats for coverage.

Protect adjacent areas while painting. Homeowners will select a maximum of three (3) colors.

NOTE: contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed. Additional paint shall be left to homeowners for future use. Call Housing Inspector prior to application of finish coat.

- Replace all loose and missing stucco siding. Repair the stucco siding with the same finish and thickness as the existing. Patch and seal cracks with elastomeric caulking material.
- Excessive bleeding in wood members must be spot primed before application of first coat.
- Do not spray paint; roller and brush application only. All work must be free of runs, sags, defective brushing or rolling.
- Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO OR LOW VOC 100% acrylic products, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector to verify brand and VOC level.
- Rear porch need to painted with approved concrete paint

Install approved address numbers placed in a position to be plainly visible from the street or road fronting the property. The residential buildings the numbers shall be at least four inches tall and one-half inch wide.

INTERIOR

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. All paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, i.e., Benjamin Moore (Aura or Eco Spec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

04) INSTALL HANDICAP/SAFETY GRAB BAR \$300.00
LOCATION: BATHROOM

- a) **Grab Bar – North wall next to toilet:** Provide labor and materials to install a grab-bar on north wall next to toilet. Proper backing for the grab-bar must be added behind the existing wall beside the toilet for secure grab-bar installation.

05) INSTALL HANDICAP ACCESIBLE BATHROOM**\$1500.00**

Remove toilet, install new 24" handicap accessible toilet compliant with ADA and Building code specifications.

- b) All corroded plumbing shall be removed and replaced; a new valve, supply lines shall be installed.
- c) Bathroom fixtures will be at the desirable height to accommodate wheelchair access;
- d) **Scrape, prime, seal, and paint the bathroom walls and ceiling with latex paint.** Homeowners to select paint color. All work must be free of runs, sags, defective brushing or rolling. Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO OR LOW VOC 100% acrylic products, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector to verify brand and VOC level.

06) INSTALL MASTER BEDROOM DOOR FRAME MODIFY HALL WAY CLOSET TO ALLOW WHEELCHAIR/ ADA COMPLIANCE AND ACCESS**\$1500.00**

Door to master bedroom is not wide enough for homeowners to maneuver entering/exiting the bedroom. Create a wider doorway to allow homeowners' access.

Remove existing interior door and frame (South bedroom). Provide a doorway opening to comfortably fit a wheelchair. Create Replace 2x wood buck, if deteriorated or necessary. Haul away all debris from property at once. Within the same opening, install new same style interior wood door and frame having the same swing, as the existing door; paint or seal the door (6 sides) and frame, homeowners to select color. Install new hardware on door and frame. Install door casing, trim, stucco, paint, caulk, and/or tile on adjacent surfaces around door opening to match existing. Reconfigure closets with new doors and shelving.

07) INSTALL TEN (10) YEARS BATTERY POWERED SMOKE ALARMS WIRELESS; INSTALL REQUIRED NUMBER OF TEN (10) YEARS BATTERY POWERED SMOKE DETECTORS**FIXED BID AMOUNT \$419.00**

Reason for installation: no existing smoke detectors in sleeping areas and electrical panel will be upgraded.

Install 10-year non-removable, non-replaceable batteries powered smoke alarms. Follow the Florida Building Code (FBC) and National Electrical Code (NEC) requirements for placement of the alarm on the walls, ceiling and location within the home.

- a) All smoke alarms shall be wireless.

- b) Install the smoke alarms in each bedroom and in the hallway or area outside the bedroom.
- c) Remove any battery-operated smoke alarms and patch surface after removal.
- d) Provide proof of ten years' non-removable battery powered smoke alarms and/or carbon monoxide alarms at all inspections.
- e) Please note the estimate average material cost, including sales tax, per 10 years battery powered smoke detector is \$27 each as supplied by Kidde, model i9010 and carbon monoxide detector \$37 each.
- f) NOTE FLORIDA STATUES 553.883 - One-family and two-family dwellings and townhomes undergoing a repair, or a level 1 alteration as defined in the Florida Building Code, may use smoke alarms powered by 10-year non-removable, non-replaceable batteries in lieu of retrofitting such dwelling with smoke alarms powered by the dwelling's electrical system. Effective January 1, 2015, a battery-powered smoke alarm that is newly installed or replaces an existing battery-powered smoke alarm must be powered by a non-removable, non-replaceable battery that powers the alarm for at least 10 years. The battery requirements of this section do not apply to a fire alarm, smoke detector, smoke alarm, or ancillary component that is electronically connected as a part of a centrally monitored or supervised alarm system.

08) LIVING ROOM- DEN – HALLWAY PAINT/REPAIR CEILING \$2,200.00

Reason for repairing: The ceiling is water damage, from active roof leak.

Remove all water-damaged and loose ceiling material. Haul away all debris from property at once.

Install the required framing, backings and/or furring strips.

Repair any cracks by re-taping joints. Patch small holes with spackle. Patch large holes with like material and matching thickness of existing ceiling.

Patched ceiling finish should match existing finish as close as possible. Discuss (with homeowners) any variations in the new finish or type of new finish, prior to beginning the work.

Paint entire ceiling from cut-line to cut-line. Paint per the General Paint Specifications. Haul away all debris from property at once. This item may require a permit.

TOTAL BID AMOUNT: \$24,419.00

EXHIBIT "B"

LEAD INSPECTION

(The lead inspection for said property was previously administered)

LEAD BASE PAINT INSPECTION

\$150.00

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. SHIP funds in the amount of **\$150.00** are being utilized for the lead-based inspections conducted by Associated Consulting Professionals, Inc., and will be added to the Mortgage and Note recorded with Miami-Dade County Clerk of Courts.

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 Owners' responsibility.

Upon execution of this agreement, the property Owners agree 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, material men'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
- Homeowners' 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 Homeowners 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

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made and entered into this day of 9/3/2020, by **Elizabeth Rogers, Pablo R. Gajardo, Juan D. Gajardo**, "Owners", Owners of the subject property, in favor of the City of North Miami, Florida ("City"), a municipal corporation of the State of Florida.

RECITALS

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

Street Address: 325 NW 138th Street, North Miami, Florida 33168

Legal Description: Lot 40, Block 20 of NICHOLS HEIGHTS ADDITION, according to the Plat thereof as recorded in Plat Book 50, Page 21, of the Public Records of Miami-Dade County, Florida a/k/a, 325 NW 138th Street, North Miami, Florida 33168

Folio Number: 06-2124-001-1750

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

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

NOW THEREFORE, the Owners 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 Owners covenant and agree that for a period of seven (7) years ("Affordability Period") following the date that this Restrictive Covenant has been executed by the Owners, the Property shall continue to be the principal residence of the Owners 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 meet the income guidelines 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 Owners 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 Owners, 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 Owners hereby acknowledge and agree that the City is a beneficiary of this Restrictive Covenant, and the Owners 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 Owners has executed this Declaration of Restrictive Covenant on the day and year indicated by the notary public (below).

WITNESS:

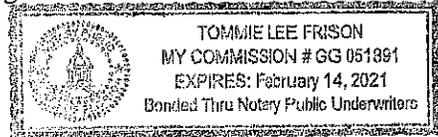
[Signature]
Daisy Cordero
Legibly print name

Signature of Owner

[Signature]
Elizabeth Rogers
Legibly print name

SUBSCRIBED AND SWORN TO before me this 21 day of August, 2020 by Elizabeth Rogers the Owner identified above who is either personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

[Signature]
Signature of Notary Public, State of Florida



WITNESS:

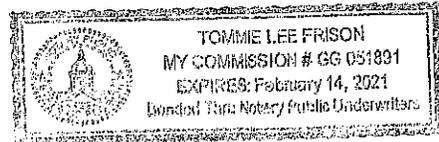
[Signature]
Daisy Cordero
Legibly print name

Signature of Second Owner

[Signature]
Pablo Cajardo
Legibly print name

SUBSCRIBED AND SWORN TO before me this 21 day of August, 2020 by Pablo Cajardo the Owner identified above who is either personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

[Signature]
Signature of Notary Public, State of Florida



WITNESS:

[Handwritten signature]

Doris Cordero

Legibly print name

Signature of Third Owner

[Handwritten signature]

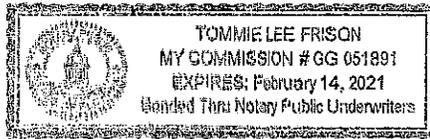
Juan Daniel Gajardo

Legibly print name

SUBSCRIBED AND SWORN TO before me this 21 day of August, 2020 by Juan D. Gajardo the Owner identified above who is either personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

[Handwritten signature]

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

9/3/2020

This Mortgage is made and entered into this day of _____, between **Elizabeth Rogers, Pablo R. Gajardo, Juan D. Gajardo**, ("Mortgagors"), residing at 325 NW 138th Street, North Miami, Florida 33168, and the **City of North Miami, Florida** ("Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagors desires to secure the payment of an indebtedness in the principal amount of **Twenty-Four Thousand Five Hundred Sixty-Nine Dollars and 00/100 Cents (\$24,569.00)** 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 Mortgagors 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 40, Block 20 of NICHOLS HEIGHT ADDITION, according to the Plat thereof as recorded in Plat Book 50, Page 21, of the Public Records of Miami-Dade County, Florida a/k/a, 325 NW 138th Street, North Miami, Florida 33168 (subject property)

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

TOGETHER with any and all awards made for the taking of the Mortgaged Property, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are assigned to the Mortgagee and are deemed a part of the Mortgaged Property, and the Mortgagee is authorized to collect and receive the proceeds of such awards, to give the proper receipts and quitittance, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing may not then be due and payable; and the Mortgagors 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 Mortgagors 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 Mortgagors further covenants and agrees with the Mortgagee, as follows:

1. The Mortgagors 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

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 Mortgagors 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 Mortgagors 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 Mortgagors 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 Mortgagors 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 Mortgagors 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 Mortgagors will pay the Mortgagee every premium so paid by the Mortgagee.
- b) In the event of loss or damage to the mortgage property, the Mortgagors 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 Mortgagors. Each insurance company issuing any such policy is hereby authorized and directed to make payment for such loss to the Mortgagors 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 Mortgagors 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 Mortgagors.
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 Mortgagors 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 Mortgagors, 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 Mortgagors 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.

property of the Mortgagors, or upon the filing of a petition by or against the Mortgagors 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 Mortgagors of an assignment for the benefit of the Mortgagors' 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 Mortgagors 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 Mortgagors with the Mortgagee in connection with such indebtedness, after the Mortgagors has been given due notice by the Mortgagee of such nonperformance;
- c) Failure of the Mortgagors 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 Mortgagors' failure in any application of the Mortgagors 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 Mortgagors 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 Mortgagors;
- 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 Mortgagors 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 **Twenty-Four Thousand Five Hundred Sixty-Nine Dollars and 00/100 Cents (\$24,569.00)**, 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 Mortgagors 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 Mortgagors 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 Mortgagors 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.

- 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 Mortgagors or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.
- 15. The Mortgagors, 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 Mortgagors 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 Mortgagors 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 Mortgagors 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 Mortgagors 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 Mortgagors 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 Mortgagors and the heirs, legal representatives and assigns of the Mortgagors, 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 Mortgagors 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.

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

Signed, sealed and delivered in the presence of:

Daisy Cordero
Witness (Print Name)

Daisy Cordero
Witness (Print Name)

Daisy Cordero
Witness (Print Name)

Elizabeth Rogers
Elizabeth Rogers

Pablo R. Gajardo
Pablo R. Gajardo

John D. Gajardo
John D. Gajardo

Address: 325 NW 138th Street, North Miami, Florida 33168

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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: **\$24,569.00**

Agreement No.: SHIP (R) - 2020-06
Date: 9/3/2020

This Promissory Note is made and entered into this day of 9/3/2020, between **Elizabeth Rogers, Pablo R. Gajardo, Juan D. Gajardo**, ("Mortgagors") residing at 325 NW 138th 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 Five Hundred Sixty-Nine Dollars and 00/100 Cents (\$24,569.00)**, 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 **Three Thousand Five Hundred Nine Dollars and 85/100 Cents (\$3,509.86)** each year over a seven (7) year period, until fully forgiven at the conclusion of seven (7) years.

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

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

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

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

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

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

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

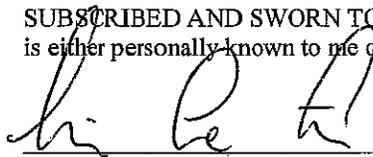
Daisy Cordeiro
Witness (Print Name)


Elizabeth Rogers

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 21 day of August, 2020 by the Owners identified above who is either personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.



Signature of Notary Public, State of Florida

