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CITY OF NORTH MIAMI
CITYWIDE SINGLE-FAMILY BEAUTIFICATION
PROGRAM AGREEMENT

THIS AGREEMENT is entered into this day of September 25, 2018 by and among the following parties: **Eileen Lofters** and **Cisylin Morris**; ("Owner")s, owner 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 1490 NW 3rd Avenue, Suite 110, Miami Florida, 33136 collectively referred to as "Parties", regarding the rehabilitation/beautification of the real property legally described as:

> The North ½ of the West 75 feet of the East 180 feet of the south ½ of the South ½ of the Southwest ¼ of the southwest ¼ of Section 20, Township 52 South, Range 42 East, less the North 30 feet thereof, of the Public Records of Miami-Dade County, Florida a/k/a, 1180 NE 136 Street, North Miami, Florida 33161 (subject property)

WITNESSETH:

WHEREAS, the City has established the Citywide "Single-Family Beautification Program" ("Program") to provide assistance to eligible homeowners for the purpose of providing financial assistance to income eligible residents of North Miami who are in need of repairs and beautification of their property (Project); and

WHEREAS, the City utilizes approved funding from the City General Fund ("City Funds") in administering the Program; and

WHEREAS, the Owner(s), legal owner(s) of the property described above, 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 **Nineteen Thousand Nine Hundred Twenty-Four Dollars and 80/100 ($19,924.80)** which the City will pay, which consideration is acknowledged by the Parties, the Parties agree as follows:

1. City's Capital Improvements Funds in the amount of **Nineteen Thousand Nine Hundred Twenty-Four Dollars and 80/100 ($19,924.80) are** being utilized for the purpose of beautifying the subject property located in the City.

2. The following documents are incorporated hereto and are made part of this Agreement collectively referred to as the "Contract Documents":
   - The ITB **#09-16-17** is incorporated herein by reference;

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- The Specifications & Proposal related to the Project, attached as composite Exhibit "A", amended from time to time, represent the scope of services and responsibilities of the Parties under the Program and that the Parties agree to abide by and comply with their roles and responsibilities;
- Program Regulations and Contractor Method of Payment, attached as Exhibit "B."

3. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.

4. The Project shall be performed in accordance with the applicable codes, ordinances and statutes of the State of Florida, the City and Metropolitan Dade County.

5. The Owner(s) agrees 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 Owner(s) must have an active flood insurance policy.

6. The City, Contractor and Owner(s) acknowledge and agree that funds provided derive from the City's General Fund for the uses and purposes referred to in this Agreement.

7. Owner(s) is required to provide proof of required insurance coverage and policy endorsements. If insurance coverage is not in compliance, Owner(s) may achieve compliance by obtaining the required coverage. Failure of Owner(s) to obtain and provide the City with proof of insurance within one (1) year from the date of execution of the contract will be an act of default.

8. The Owner(s) acknowledges that they presently occupy the property as their primary residence, and agrees to continually occupy the property as their primary residence.

9. Awards exceeding Ten Thousand Dollars ($10,000.00) will require a lien placed on the property through a recorded promissory Note and Mortgage for a period of five (5) years from this Agreement execution.

10. 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 five (5) years of this Agreement's execution, such an event shall be considered a default unless the property owner(s) agrees to repay 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.

11. 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 five (5)

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years from the date a Note and Mortgage are recorded, after which time, they shall be released by the City.

12. The Owner(s) 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.

13. If the Owner(s) terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total 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 Owner(s) occur.

14. The City may, periodically, inspect the property for the purpose of assuring compliance with this Agreement.

15. In the event the Owner(s) or Contractor prevent 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 Owner(s) 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.

16. Owner(s) shall not release or amend this Agreement without the prior written consent of the City.

17. Payment to the Contractor for the Project shall be made as described in composite 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 Owner(s), Contractor or any third person or entity.

18. 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 **Nineteen Thousand Nine Hundred Twenty-Four Dollars and 80/100 ($19,924.80)**. Owner(s) 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 **Nineteen Thousand Nine Hundred Twenty-Four Dollars and 80/100 ($19,924.80)**, less the amount of all funds actually paid by the City pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a

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waiver of the limitation placed on the City's liability as set forth in Section 768.28, Florida Statutes.

19. 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 or accruing by virtue of this Agreement.

20. Owner(s) and Contractor shall not assign any interest in this Agreement.

21. In the event of a default, the City may mail to Owner(s) or Contractor a notice of default. If the default is not fully and satisfactorily cured within thirty (30) days of the City's mailing 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 set the amount of compensation to be paid to the Contractor for the work completed up until the time of termination, including replacement of all work areas to a suitable condition.

22. 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.

23. A default shall include but not be limited to the following acts or events of an 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 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 of the grant, 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 is present at the site to diligently incorporate materials and equipment into the structure 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. Default by an Owner(s) on any of the terms and conditions of the Note, Mortgage or other document executed in connection with the Program.

    d. Insolvency or bankruptcy by the Owner(s) or by 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.

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

25. The Owner(s) shall comply with all applicable uniform administrative requirements as described in Chapter 420, Florida Statutes, Chapter 9I-37, Florida Administrative Code and Section 570.502, Code of Federal Regulations.

26. Notices and Demands: All notices, demands, correspondence and communications between the City, Owner(s) and Contractor 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 a copy to:	City of North Miami 776 N.E. 125th Street North Miami, Florida 33161 Attn: City Attorney Attn: Community Planning & Development Director
If to Contractor:	Construct Build, Inc. Palomno, Durant (Registered Agent) 1490 NW 3 Avenue, Suite 110 Miami, FL, 33136
If to Owner(s):	Eileen Lofters & Cisylin Morris 13290 NE Miami Ct. North Miami, FL 33161

or to such address and to the attention of such other person as the City, Contractor or Owner(s) may from time to time designate by written notice to the others.

27. 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.

28. Any amendments, alterations or modifications to this Agreement will be valid when they have been reduced to writing and signed by the parties.

29. 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.

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30. 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]

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

Witness

Date: 9/25/18

E. Lofters

Eileen Lofters, Owner

Date: 9-25-18

Witness

Date: 9/25/18

C. Morris

Cisylin Morris, Owner

Date: 9-25-18

CONTRACTOR:

Witness

Date: 9/24/18

By:

Date: 9. 24. 18

APPROVED BY:

Tanya Wilson-Sejour, A.I.C.P.
Community Planning & Development Director

Date: 9-25-18

ATTEST:

DocuSigned by:
Michael A. Etienne
2C7010872EE8414...

Michael Etienne, Esq., City Clerk

10/4/2018

City Clerk Date Signed

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

DocuSigned by:
Larry M. Spring, Jr.
C23984DEA2724CF...

Larry Spring Jr., CPA, City Manager

10/4/2018

City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
8AF8443D714D491...

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

9/30/2018

City Attorney Date Signed

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Exhibit A
SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

1.	Roof -Slope	$_____ per Sq. ft.	_____Sq. ft.	$ _____
2.	Roof -Flat	$_____ per Sq. ft.	_____Sq. ft.	$ _____
3.	Secondary Water Barrier(foam adhesive)	$_____ per Sq. Ft	_____Sq. Ft	$_____
4.	Roof to Wall Connection	$ _____ each	_____ each	$ _____

Item No.	Description	Per Unit	Unit Total	Unit Cost	Sub-Total
1	**To provide exterior window (37" x 50" standard size) replacement services as required in section 3.6**				
a.	New Impact Window	EA	24	**$617.70**	$14, 824.80
b.	New Non-Impact Window	EA	_____		
c.	Casement Windows (egress)	EA	_____	**$773.04**	
d.	Casement Windows (egress) Non-Impact	EA	_____		
2	**To provide sliding glass door (72" x 80") replacement services as required in Section 3.8**				
a.	New Impact Sliding Glass Door	EA	_____	**$1,810.29**	
b.	New Non-Impact Sliding Glass Door	EA	_____		

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3	To provide exterior door replacement services as required in Section 3.5				
a	New exterior door	EA	_____	**$620.00**	
4	**To provide installation services of metal gutters and downspouts as required in Section 3.4**				
a.	New Seamless Gutters and Downspouts	LF	_____	**$6.88**	
5	**To provide removal and replacement services of fascia as required in Section 3.2**				
a.	Fascia (1" x 6")	LF	_____	**$4.31**	
b	Fascia (1" x 8")	LF	_____	**$4.84**	
c	Fascia (1" x 10")	LF	_____	**$5.64**	
6	**To provide wood/concrete soffit replacement and repair services as required in Section 3.3A & B**				
a	Soffit Replacement (Wood)	Sq. Ft.	_____	**$5.52**	
b	Soffit Replacement (Concrete)	Sq. Ft.	_____	**$6.73**	

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c	Soffit screens	10 LF (per roll)	_____	**$11.25**	
7	**To provide new accordion shutter installation services as required in Section 3.7**				
a	Accordion Hurricane Shutters	Sq. Ft.	255	**$20.00**	$5,100.00
8	**To provide exterior pressure cleaning and painting services as required in Section 3.9**				
a.	Pressure clean and paint	Sq. Ft.	_____	**$2.90**	
9	**To provide excavation and installation services for driveway and approach as required in Section 3.10**				
a	Driveway and approach	Sq. Ft.	_____	**$11.60**	
10	**Miscellaneous**				
a	Metal Cage	EA			
b	Unprotected Wall Units	EA			
c	Survey Fee (Driveway/Walkway)	EA	_____	**$375.00**	
Total					$19,924.80

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Exhibit B

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 executed contract 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)'s responsibility.

The Owner(s) shall certify that all information furnished when applying for North Miami's Citywide Single-Family Beautification Program funds is true and complete. Should it be found that the Owner(s) willfully falsified any information upon which eligibility to obtain North Miami's Citywide Single-Family Beautification Program funds was determined, this Agreement may be canceled by City and the Owner(s) shall be required to immediately return to City any sums expended by the City in repairing or purchasing the Owner(s) property, including any legal fees incurred during the Program application process, and including administrative costs. **PENALTY FOR FALSE OR FRAUDULENT STATEMENT.** Title 18 U.S.C. Section 1001, provides: "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000.00 or imprisoned not more than five (5) years or both."

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

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 or any other type of liens of 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.

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 (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.

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OTHER LEGAL REQUIREMENTS

All Parties agree to comply with the following statutes, regulations and executive orders, as they apply. The requirements are incorporated herein by reference.

1. Freedom of Information and Privacy Acts
   - Freedom of Information Act (5 U.S.C. 552), and the Privacy Act of 1974 (5 U.S.C. 552a).

2. -- Nondiscrimination and equal opportunity. The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

   -- Disclosure requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.)

   -- The prohibitions at 24 CFR part 24 on the use of debarred, suspended or ineligible contractors.

   -- Drug-Free Workplace. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 24 CFR part 24.

   - Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601), as amended;

   - The Fair Housing Amendments Act of 1988. (Pub. L. 100-430)

3. Environmental Review
   - The National Environmental Policy Act (42 U.S.C. 4321, et seq);

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- The Council on Environmental Quality Regulations (40 CFR Parts 1500-1508);
- Environmental Policy and Procedures (24 CFR Part 58);
- National Historic Preservation Act of 1966; (16 U.S.C. 470 et seq.)
- Flood Insurance Act of 1968 as amended by the Flood Disaster Protection Act of 1973 (42 U.S.C 4001 et seq.)

4. 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).

5. Asbestos

   - Asbestos Regulations (40 CFR 61, Subpart M);
   - U.S. Department of Labor Occupational Health and Safety (OSHA) Asbestos Regulations (29 CFR 1910.1001).

6. Handicapped Accessibility

   - Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157).

7. 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.

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This instrument prepared by:
Office of the City Attorney
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 September 25 2018 by **Eileen Lofters & Cisylin Morris** ("Owner") s, owner 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 owner(s) of the following described property ("Property") subject to the provisions, covenants, and restrictions contained herein:

Street Address: **1180 NE 136 Street. North Miami, Florida 33161**

Legal Description: The North ½ of the West 75 feet of the East 180 feet of the south ½ of the South ½ of the Southwest ¼ of the southwest ¼ of Section 20, Township 52 South, Range 42 East, less the North 30 feet thereof, of the Public Records of Miami-Dade County, Florida

Folio Number: **06-2220-000--0290**

WHEREAS, the City, as a condition for awarding City General Fund ("City Funds") through the City of North Miami Housing Improvement Program ("Program") for the rehabilitation of the Property, is required to record in the Public Records this Restrictive Covenant.

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

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

1. The recitals set forth in the preamble are adopted by reference and incorporated in this Restrictive Covenant.

2. The Owner(s) covenants and agrees that for a period of five (5) years ("Affordability Period") following the date that this Restrictive Covenant has been executed by the Owner(s), the Property shall continue to be the principal residence of the Owner(s) and the property is maintained in a condition satisfactory to the City, unless fee simple ownership of the Property has been conveyed consistent with the requirements of this Restrictive Covenant.

3. That during the Affordability Period fee simple title to the Property may be conveyed only to a person or persons who will use the Property as their principal residence and who 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 Owner(s) reacquire an ownership interest in the Property following the termination event.

5. The covenants and restrictions incorporated in this Restrictive Covenant shall be considered and construed as covenants and restrictions running with the land.

6. This Restrictive Covenant shall remain in full force and effect and shall be binding upon the Owner(s), its successors and assigns, and all subsequent owners of the Property for a period of five (5) years from the date this Restrictive Covenant is recorded.

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

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

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

WITNESS:

Shenell Cooper
Legibly print name

Signature of Owner

E. Lofters
EILEEN LOFTERS
Legibly print name

SUBSCRIBED AND SWORN TO before me this 25 day of September, 2018 by the Owner 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

TOMMIE LEE FRISON
MY COMMISSION # GG 051891
EXPIRES: February 14, 2021
Bonded Thru Notary Public Underwriters

WITNESS:

Shenell Cooper
Legibly print name

Signature of Second Owner (if any)

C. Morris
CICYLIN MORRIS
Legibly print name

SUBSCRIBED AND SWORN TO before me this 25 day of September, 2018 by the Owner 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

TOMMIE LEE FRISON
MY COMMISSION # GG 051891
EXPIRES: February 14, 2021
Bonded Thru Notary Public Underwriters

DocuSign Envelope ID: 927A94AE-DE5B-471D-8F8A-4EFAD503A604

APPROVED BY:

Tanya Wilson-Sejour, A.I.C.P.
Community Planning & Development Director

Date: 9/25/2018

ATTEST:

DocuSigned by:
Michael A. Etienne
2C7010872EE8414...
Michael Etienne, Esq., City Clerk

10/4/2018
City Clerk Date Signed

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

DocuSigned by:
Larry M. Spring, Jr.
C23984DEA2724CF...
Larry Spring Jr., CPA, City Manager

10/4/2018
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
8AF8443D714D491...
Jeff P. H. Cazeau, Esq., City Attorney

9/30/2018
City Attorney Date Signed

DocuSign Envelope ID: 927A94AE-DE5B-471D-8F8A-4EFAD503A604

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

CITY OF NORTH MIAMI
HOUSING IMPROVEMENT PROGRAM

MONEY MORTGAGE

This Mortgage is made and entered into this day of September 25 2018 between **Eileen Lofters & Cisylin Morris,** ("Mortgagor"), residing at 1180 NE 136 Street, North Miami, Florida 33161, and the **City of North Miami, Florida** ("Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor desires to secure the payment of an indebtedness in the principal amount of **Nineteen Thousand Nine Hundred Seventy Four Dollars and 80/100 ($19,924.80)** with interest payable in accordance with a Promissory Note bearing even date with this Mortgage which is attached as "Schedule A" and made a part of this Mortgage, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note of this Mortgage, hereby grants, conveys and mortgages to the Mortgagee the parcel of land situated in Miami-Dade County, Florida and described as follows:

> The North ½ of the West 75 feet of the East 180 feet of the south ½ of the South ½ of the Southwest ¼ of the southwest ¼ of Section 20, Township 52 South, Range 42 East, less the North 30 feet thereof, of the Public Records of Miami-Dade County, Florida (subject property)

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

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

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

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

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

1. The Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the Note, and all other charges and indebtedness provided in the Note and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.

2. The Mortgagor will pay when due all ground rents, if any, and all taxes, assessments, waiver rates and other governmental charges, fines, and impositions of every kind and nature imposed on the mortgaged property or any part, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. This Mortgage and the Note were executed and delivered to secure moneys advanced in full to the Mortgagor by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose(s) described or referred to in the City of North Miami Housing Improvement Program Agreement entered into this day of September 25, 2018 to or on the mortgaged Property, and for such other purpose, if any.

4. No building or other structure or improvement, fixture, or personal property managed shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor will not make, permit or suffer any alteration of or addition to any building or other structure or improvement to be erected or installed upon the mortgaged property or any part, nor will the Mortgagor use, or permit or suffer the use of any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor will maintain the Mortgaged Property in good condition

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and state of repair and will not suffer or permit any waste to any part and will promptly and with all the requirements of federal, state and local governments, or of any departments, divisions or bureaus, pertaining to such property.

5. The Mortgagor will not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and will keep and maintain the same from the claims of all parties supplying labor or materials which will enter into the construction or installation of improvements. This Mortgage shall have priority over all other encumbrances except a purchase money first mortgage.

6. a) The Mortgagor will keep all buildings, other structures and improvements, including equipment, now existing or which may be erected or installed on the land mortgaged, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies shall be in such form and shall have attached loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All policies and attachments shall be delivered promptly to the Mortgagee unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event, certificates, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee. The Mortgagor will pay promptly when due, as provided, any and all premiums on such insurance, and in every case in which payment is not made from the deposits required by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagor will pay the Mortgagee every premium so paid by the Mortgagee.

   b) In the event of loss or damage to the mortgage property, the Mortgagor will give to the Mortgagee immediate notice by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment for such loss to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the lienholder under a mortgage or similar instrument to which this Mortgage is expressly subject, and the insurance proceeds, or any part, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness secured, or to the restoration or repair of the mortgaged property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in enforce, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the mortgaged property together with such policy and appropriate assignment of such right, title, and interest which shall be made by the Mortgagor.

7. The Improvements and all plans and specifications shall comply with any and all applicable municipal, county, state and federal ordinances, regulations and rules made or promulgated by lawful authority, and upon their completion, shall comply with the rules of the Board of Fire Underwriters having jurisdiction.

8. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of the Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the Mortgagee may at its option make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred), with interest thereon from date of such payment, at the rate of four percent (4%) per annum, except any payment for which a different rate of interest is specified herein, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest thereon shall constitute a lien on the mortgaged property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

9. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the mortgaged property at any time require inspection, repair, care or attention of any kind or nature not provided by the Mortgagor as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the mortgaged property and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money, as the Mortgagee may in its sole discretion deem necessary.

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

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a) Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note which shall have become due;

b) Nonperformance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage, or the Note (except as otherwise provided in subdivision (a) or of any other agreement made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance;

c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part, which shall have priority over the lien of this Mortgage;

d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making, or in any of the agreements entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Mortgagor;

e) The sale, lease or other transfer of any kind or nature of the mortgaged property, or any part, without the prior written consent of the Mortgagee, including the subordination of this mortgage or owner/s refinancing of the mortgage property.

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

11. Future Advances. This Mortgage secures such future or additional advances (in addition to the principal amount of the Note) as may be made by Mortgagee or the holder hereof at its exclusive option, to Mortgagor or their successors or assigns in title, for any purpose, provided that all such advances are made within five (5) 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 **Nineteen Thousand Nine Hundred Twenty-Four Dollars and 80100 ($19,924.80),** plus interest and any disbursements made under this Mortgage for payment of impositions, insurance or otherwise, with interest on such disbursements. It is agreed that any additional sum or sums advanced by Mortgagee shall be equally secured with, and have the same priority as, the original principal indebtedness payable under the Note and shall be subject to all of the terms, provisions, and conditions of this Mortgage, whether or not such additional loans or advances are evidenced by other promissory notes of Mortgagor and whether or not identified by a recital that it or they are secured by this Mortgage. This Mortgage cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

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

13. a) After the happening of any default, the Mortgagor shall, upon demand of the Mortgagee, surrender possession of the mortgaged property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness secured, and all such rents and all losses existing at the time of such default are assigned to the Mortgagee as further security for the payment of the indebtedness secured, and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

b) In the event that the Mortgagor occupies the mortgaged property or any part, the Mortgagor agrees to surrender possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonably monthly rental for the premises occupied by the Mortgagor, an amount at least equivalent to one-twelfth the aggregate of the twelve monthly installments payable under the Note in the current calendar year, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the mortgaged property during such year, and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor, and in the case of foreclosure and the appointment of a receiver of the rents, the covenant shall inure to the benefit of such receiver.

14. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

15. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly

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acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part.

16. The Mortgagor will give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in ownership of such property, or any part.

17. Notice and demand or request may be made in writing and may be served in person or by mail.

18. In case of a foreclosure sale of the mortgaged property, it may be sold in one parcel.

19. The Mortgagor will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part, without the prior written consent of the Mortgagee.

20. The Mortgagor is lawfully seized of the mortgaged property and has good right, full power and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.

21. The Mortgagor waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage.

22. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and to the extent permitted by law, every subsequent owner of the mortgaged property, and shall be binding upon and inure to the benefit to the Mortgagee and its assigns. If the Mortgagor consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all these provisions and under the Note. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

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

Signed, sealed and delivered in the presence of:

Shenell Cooper
Witness (Print Name)

Shenell Cooper
Witness (Print Name)

E. Lofters
Eileen Lofters, Owner

C. Morris
Cisylin Morris, Owner

Address: 1180 NE 136 Street North Miami, FL. 33161

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 25 day of September 2018 by the Owner(s) identified above, who either is personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

Signature of Notary Public, State of Florida

TOMMIE LEE FRISON
MY COMMISSION # GG 051891
EXPIRES: February 14, 2021
Bonded Thru Notary Public Underwriters

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APPROVED BY:

Tanya Wilson-Sejour, A.I.C.P.
Community Planning & Development Director

Date: 9/25/2018

ATTEST:

DocuSigned by:
Michael A. Etienne
2C70108721EE8414...

Michael Etienne, Esq., City Clerk

10/4/2018

City Clerk Date Signed

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

DocuSigned by:
Larry M. Spring, Jr.
G23984DEA2784CF...

Larry Spring Jr., CPA, City Manager

10/4/2018

City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
8AF8443D714D491...

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

9/30/2018

City Attorney Date Signed

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

CITY OF NORTH MIAMI
HOUSING IMPROVEMENT PROGRAM

PROMISSORY NOTE

Schedule
Amount: **$ 19,924.80**

Agreement No.: **GFD1-15**
Date: September 18, 2018

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the City of North Miami, Florida ("City") the sum of **Nineteen Thousand Nine Hundred Twenty-Four Dollars and 80/100 ($19,924.80)**, 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 City of North Miami Housing Improvement Program (Program) application, or has not otherwise violated the City's Program requirements, this amount shall be partially forgiven in the amount of **Three Thousand Nine Hundred Eighty- Four Dollars and 96/100 ($ 3,984.96)** each year over a Five (5) year period, until fully forgiven at the conclusion of Five (5) 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 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 Program application, 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, protest and notice of demand and protest are waived and the undersigned 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.

C. Morris
Cisylin Morris, Owner

E. Lofters
Eileen Lofters, Owner

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing Mortgage was acknowledged before me this 25 day of September 2018 by Cisylin Morris & Eileen Lofter who is/are personally known to me, or who has produced the following: FL Drivers License as identification and who did not take an oath.

Typed/Printed Name:
Title: Notary Public, State of Florida

TOMMIE LEE FRISON
MY COMMISSION # GG 051891
EXPIRES: February 14, 2021
Bonded Thru Notary Public Underwriters

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APPROVED BY:

Tanya Wilson-Sejour, A.I.C.P.
Community Planning & Development Director

Date: 9/25/2018

ATTEST:

DocuSigned by:
Michael A. Etienne
2C7010872EE8414...

Michael Etienne, Esq., City Clerk

10/4/2018

City Clerk Date Signed

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

DocuSigned by:
Larry M. Spring, Jr.
C03384DFA27424F...

Larry Spring Jr., CPA, City Manager

10/4/2018

City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
[illegible]
8AF8443D7A1D49...

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

9/30/2018

City Attorney Date Signed