

**SEMINOLE COUNTY / OWNER AGREEMENT FOR
HOUSING RECONSTRUCTION FUNDED BY
STATE HOUSING INITIATIVES PARTNERSHIP**

THIS AGREEMENT is made and entered into this _____ day of _____, 202_____, by and between **RAYMOND JEAN** and **KETTELENE JEAN**, whose address is 1315 Shepherd Avenue, Sanford, Florida 32771-2731, hereinafter referred to as “OWNERS”, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, hereinafter referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, Section 420.9072, Florida Statutes (2022), establishes the State Housing Initiative Program (SHIP) to provide funds to counties to preserve affordable housing by, among other things, combining public and private resources to conserve and improve existing housing; and



WHEREAS, COUNTY approved Resolution No. 2016-R-28, adopting the Seminole County Local Housing Assistance Plan (LHAP) and COUNTY participates in the Florida State Housing Initiatives Program (SHIP), as well as other Federal, State, and local funding programs to make affordable housing available to citizens of Seminole County, Florida at or below eighty percent (80%) of area median income as established by SHIP; and

WHEREAS, OWNERS have submitted an application to COUNTY for financial assistance to make necessary repairs to OWNERS’ principal residence, which is currently not in compliance with the applicable housing code standards and Seminole County’s rehabilitation standards; and

WHEREAS, COUNTY evaluated OWNERS' application for financial assistance and finds that OWNERS are income qualified for the assistance; and

WHEREAS, OWNERS' property is eligible for SHIP assistance,

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties for the mutual benefit of COUNTY and OWNERS, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Purpose. The purpose of this Agreement is to set forth the mutual performance obligations and responsibilities of COUNTY and OWNERS in regard to COUNTY's use of SHIP funds in the form of a deferred payment loan to OWNERS for reconstruction of OWNERS' principal residence, hereinafter the "Property".

Section 3. Terms of SHIP Mortgage Funding Assistance.

(a) COUNTY shall, subject to continued legal availability of SHIP funds, provide OWNERS with a zero percent (0%) amortized deferred payment loan in the amount of up to but not exceeding TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) in SHIP funds, hereinafter the "designated funds". The purpose of the loan is to provide sufficient funding for reconstruction of the Property in accordance with Exhibit A (Scope of Services) attached to and incorporated in the Agreement, and Exhibit B (Project Budget) attached to and incorporated in this Agreement, hereinafter the "Project". As a precondition to receiving this funding assistance, OWNERS must execute a mortgage conveying to COUNTY a mortgage interest in the Property and secured by a promissory note payable to COUNTY in the amount of the designated Project funds, hereinafter collectively the "Mortgage", attached to and incorporated in this Agreement as Exhibit C. Initial execution of Mortgage will be the full budget of up to but

not exceeding TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00). Upon completion of the Project, OWNERS may be required to sign a corrective mortgage reflecting the actual dollar amount spent.

(b) The Mortgage will be forgiven by COUNTY provided that OWNERS maintain the subject Property as their principal place of residence and comply with all of the other terms and conditions of the Mortgage for a period of thirty (30) years from the “affordability period” as specified in the Mortgage documents. These Mortgage documents must be prepared by COUNTY, executed by OWNERS, and recorded in the Official Records of Seminole County.

Section 4. Time for Completion. The Project services to be performed under this Agreement will commence on or about within sixty (60) days from the date of its execution by COUNTY and will be completed no more than two hundred eighty (280) days from the date of execution of the contract award between County and contractor. These dates may be revised upon the approval of the Community Services Director or his or her designee.

Section 5. Property and OWNERS Eligibility.

(a) The estimated value of the Property, reconstruction, must not exceed ninety-five percent (95%) of the median purchase price for the area as set forth in the HUD Purchase Price/After Rehabilitation Value Limits.


(b) OWNERS’ family must qualify as a low or very low income family at the time SHIP funds are committed to the Project. A low income family has a household gross income from all sources that does not exceed eighty percent (80%) of the median income within the Orlando Metropolitan Statistical Area. A very low income family has a household gross income from all sources that does not exceed fifty percent (50%) of the median income within the Orlando Metropolitan Statistical Area. OWNERS hereby reaffirm that as of the date of this Agreement, their gross household income remains at or below the above stated limits.

Section 6. Additional Funding Sources. OWNERS must disclose any and all assistance received for performance of any portion of the scope described in Exhibit A of the Agreement, including, but not limited to, funds from any source, work of any kind, or relocation assistance. OWNERS must list the provider and provide the type and amount of any such assistance on a separate form as required by COUNTY.

Section 7. Ownership of Property. OWNERS represent and agree that they have fee simple title to the Property benefitting from the financial assistance under this Agreement and agree to occupy the Property as their principal residence for the affordability period described in the Mortgage and Note. The address and parcel identification number of the Property are as follows:

Property Address: 1315 Shepherd Avenue, Sanford, Florida 32771-2731

Parcel Identification No.: 36-19-30-515-0G00-0360

Section 8. Condition of Property.  The Property is presently in violation of HUD's Minimum Property Standards, the Florida Building Code, or other applicable codes, and is in need of the repairs, improvements, and alterations set forth and described in the attached Scope of Services (Exhibit A). The work, material, and equipment installed shall meet the Florida Building Code, all other applicable codes, and the Seminole County Rehabilitation Standards, attached to this Agreement as Exhibit E.

Section 9. Payments and Change Orders. COUNTY will make all payments for Project services directly to the selected contractor. No advance payments for labor, services, or materials will be made. Disbursements will be made based on the progress of the job pursuant to the terms and conditions of a separate agreement between the contractor and COUNTY. OWNERS shall have no authority to unilaterally alter or amend the Project Scope of Services described in Exhibit A of this Agreement or any work performed by the contractor as authorized by COUNTY. No

changes or alterations in the plans, specifications, exhibits, addenda, and other drawings, or any part of the Project services, or any changes to the agreement between COUNTY and the selected contractor shall be valid or otherwise enforceable unless reduced to writing and signed by the contractor and signed and approved by COUNTY.

Section 10. OWNERS' Duties and Responsibilities.

(a) If determined by COUNTY to be necessary to the extent of the rehabilitation, OWNERS shall be responsible for timely obtaining temporary living accommodations to allow the Project to proceed. OWNERS shall also be responsible for removing personal possessions from the areas where work will be performed and for keeping areas accessible so that the contractor can complete the work. COUNTY is not financially liable to OWNERS for any personal injury or loss, damage or destruction of personal possessions arising from any instance or cause whatsoever as a result of these requirements. One (1) POD will be provided and paid by COUNTY for storage of personal possessions. All other storage needs will be OWNERS' responsibility.

(b) Before any repair work begins on the Property, OWNERS must participate in a walk-through with a representative from the Seminole County Community Services Department. The purpose of this walk-through is to determine, and for OWNERS to approve the scope of work that will be done at the Property.

(c) OWNERS are responsible for any damage to self or property until OWNERS receive written correspondence of move out date. OWNERS will not be required to relocate until fourteen (14) days prior to start of construction, after which COUNTY-appointed contractor will take possession of the Property.

(d) OWNERS shall provide the contractor with access to the Property, including the use of power and water as needed to complete the repairs. Failure to allow the contractor access

may result in termination of this Agreement and require repayment by OWNERS of any funds advanced to the contractor on OWNERS' behalf.

(e) OWNERS shall cooperate with COUNTY to achieve the goals and objectives set out in this Agreement.

(f) The Property must meet the applicable Seminole County Rehabilitation Standards, ordinances, and all applicable State and local codes, including housing, zoning, fire, and building codes, as amended, for the full term of the affordability period.

Section 11. COUNTY's Duties.

(a) COUNTY's duties under this Agreement are limited to determining OWNERS' income eligibility, determining that the Property is eligible for SHIP assistance, selecting the contractor, approving the scope of work to be performed, providing final approval of the completed work, and rendering direct payment to the contractor for the agreed upon repairs.

(b) COUNTY represents that, as of the date of this Agreement, it has available the designated SHIP funds to make payment for the rehabilitation described in Exhibit A, and that it will maintain on hand such sum to pay for the agreed upon Project services to the Property. Such sum shall be paid directly to the contractor pursuant to a separate agreement between COUNTY and the selected contractor.

(c) COUNTY shall not be responsible for any excess costs for materials, services, or work not expressly authorized and approved in writing by COUNTY as set forth in Exhibits A and B of this Agreement.

(d) COUNTY shall cooperate with OWNERS to achieve the goals and objectives set forth in Exhibit A of this Agreement.

Section 12. Right to Enter and Inspect. COUNTY reserves the right to enter or visit OWNERS' Property at any reasonable time to inspect and verify the contractor's performance of

the services funded under this Agreement. Denials of entry and inspection rights will be a breach of this Agreement and, at the sole determination of COUNTY, could serve to disqualify OWNERS from obtaining any funding assistance, termination of this Agreement, or initiation by COUNTY of legal proceedings to seek recapture of any SHIP funds previously expended on behalf of OWNERS.

Section 13. Term. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signature of the parties and shall terminate upon completion of the affordability period as specified in the Mortgage documents.

Section 14. OWNERS' Indemnification and Release.

(a) OWNERS and occupants, individually and collectively, do hereby release and discharge COUNTY, its agents, officers, and employees from any and all claims, demands, grievances, and causes of action of every kind whatsoever, including, but not by way of limitation, all liability for property damages and personal injury of every kind, nature, or description arising or which may arise hereafter from the SHIP funded rehabilitation being performed on the Property.

(b) OWNERS and occupants further agree to indemnify and hold harmless COUNTY, its agents, officers, and employees from any and all claims, demands, defalcation, dishonesty, and causes of action of every kind and nature by third parties for damages to persons or property, costs, charges and expenses, including attorneys' fees, which may arise out of, by reason of, or in any manner grow out of the subject matter of this Agreement, fraud, defalcation, dishonesty, the activities of the contractor or its subcontractors, as well as OWNERS' and occupants' own use or misuse of the Property, irrespective of intent or negligence, whether actual, imputed, or claimed.

This Section shall survive expiration of this Agreement.

Section 15. Termination.

(a) COUNTY may terminate this Agreement, at its sole discretion, if it determines that continued compliance with the terms of this Agreement are no longer in the best interest of COUNTY. In such circumstances, COUNTY shall give OWNERS at least fifteen (15) days' notice of such intent to terminate. The notice shall be effective when placed in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, to the address set forth in Section 23 of this Agreement.

(b) OWNERS shall be liable for recapture of funds spent by COUNTY on OWNERS' behalf if any representation made by OWNERS in this Agreement or applications for funding shall, any time, be false or misleading in any respect, or if OWNERS are found in non-compliance with this Agreement or any laws, rules, or regulations governing the use of the funds provided pursuant to this Agreement.

(c) This Agreement may be terminated by the written mutual consent of both parties.

Section 16. Public Records Law.

(a) OWNERS acknowledge COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2020), as that statute may be amended from time to time, to release public records to members of the public upon request. OWNERS acknowledge that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement. Upon COUNTY's request, OWNERS will provide COUNTY with all requested public records in OWNERS' possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) OWNERS specifically acknowledge their obligations to comply with Section 119.071, Florida Statutes, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, OWNERS will transfer, at no cost to COUNTY, all public records in possession of OWNERS, or keep and maintain public records required by COUNTY under this Agreement. If OWNERS transfer all public records to COUNTY upon completion of this Agreement, OWNERS must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OWNERS keep and maintain the public records upon completion of this Agreement, OWNERS must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to OWNERS. OWNERS may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(d) IF OWNERS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OWNERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, OWNERS MAY CONTACT THE SEMINOLE COUNTY COMMUNITY SERVICES DEPARTMENT, AT 407-665-2302, PMARTIN@SEMINOLECOUNTYFL.GOV, 520 W. LAKE MARY BOULEVARD, SUITE 100, SANFORD, FLORIDA 32773.

Section 17. Records. All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties of this Agreement created by this Agreement shall be maintained by COUNTY as public records to the extent required by law. This Section shall survive termination or expiration of this Agreement.

Section 18. No Third Party Beneficiaries. This Agreement shall inure to the benefit of the parties to this Agreement and is for the exclusive benefit of these parties. This Agreement shall not to be deemed to be made for the benefit of any other entity or person not so specified, including specifically, but not limited to, the selected contractor.

Section 19. Compliance with Federal, State, and Local Laws. The parties shall comply with all Federal, State, and local laws, ordinances, and health and safety rules and regulations at all times.

Section 20. Dispute Resolution and Venue.

(a) In the event of a dispute related to any provision of this Agreement, including performance or payment obligations, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies.

(b) COUNTY dispute resolution procedures:

(1) All claims by OWNERS against COUNTY must be submitted in writing to the Community Services Department Director, 520 W. Lake Mary Boulevard, Suite 100, Sanford, Florida 32773, for a decision.

(2) The Department Director shall issue a decision in writing, and will be mailed to OWNERS. The decision notice shall state the reasons for the decision reached and shall inform OWNERS of their appeal rights. The Department Director's decision shall be final, unless OWNERS file an appeal to the County Manager within ten (10) business days from the date of the receipt of the decision.

(3) OWNERS may file an appeal to the County Manager at 1101 E. 1st Street, Sanford, Florida 32771.

(4) The County Manager or his/her designee shall have the authority to review the appeal and render a final decision within ten (10) business days from the date of receipt of the appeal. The County Manager's decision will be mailed to OWNERS at the address listed in Section 23.

(c) OWNERS agree that they will not file suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY dispute resolution procedures set forth in subsection (b) above, of which OWNERS had knowledge and failed to present during COUNTY dispute resolution procedures.

(d) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed, the parties shall exercise best efforts to resolve disputes through formal mediation before proceeding to trial. Mediator selection and the procedures to be employed in mediation shall be mutually acceptable to the parties. Costs of such mediation shall be shared equally among the parties participating in mediation.

(e) The venue for any lawsuits shall be the Circuit Court for the 18th Judicial Circuit in and for Seminole County as to State law causes of action, and the United States District Court, Middle District of Florida, Orlando Division, as to Federal causes of action.

Section 21. Amendments. This Agreement may be altered, amended, modified, or revised only by a written instrument subsequently executed by the parties to this Agreement.

Section 22. Entire Agreement. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained in this Agreement. This Agreement supersedes all prior representations, statements, and understandings among the parties to this Agreement with respect to the matters and things addressed in this Agreement, either written or oral.

Section 23. Notices.

(a) All notices, requests, demands, or other written communications under this Agreement must be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid, with return receipt requested at the address listed below, or upon the actual date of delivery, if hand delivered, to the address below. Either party may change the below listed address at which it receives written notices by so notifying the other party in writing.

For COUNTY:

Community Development Division Manager
Seminole County Community Services Department
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

For OWNERS:

Raymond Jean and Kettelene Jean
1315 Shepherd Avenue
Sanford, Florida 32771-2731

(b) The parties shall give the other party prompt notice of any material event or claim coming to its knowledge which directly or indirectly effects the other party.

Section 24. Waiver. No act or omission, or commission of either party, including, without limitation, any failure to exercise any right, remedy, or recourse shall be deemed to be a waiver, release, or modification of the same. This type of waiver, release, or modification is to be affected only through a written modification to this Agreement.

Section 25. Funding. The source of COUNTY funding for this Agreement shall be from the SHIP funds described in Section 3 of this Agreement. Anything else in this Agreement to the contrary notwithstanding, COUNTY shall not be obligated to pay for the rehabilitation work on behalf of OWNERS as a result of any act of the executive, legislative, or judicial branches of the State or Federal governments that results in the loss of COUNTY's SHIP funding, or in the express loss or prohibition of COUNTY's authorization to use such funds for services, through no fault of COUNTY.



Section 26. Headings. The paragraph headings are inserted into this Agreement for convenience and reference only, and in no way define or limit the scope or intent of any provisions of this Agreement.

Section 27. Counterparts. This Agreement may be executed in one or more counterparts, each of which may be executed by less than all of the parties to this Agreement, but all of which shall be construed together as a single instrument.

Section 28. Assignment. This Agreement may not be assigned by either party without the written consent of the other, which consent shall be at the sole discretion of the party whose consent is required.

Section 29. Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such a determination

shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.


Section 30. Exhibits. Exhibits to this Agreement shall be deemed to be incorporate into this Agreement as if fully set forth verbatim into the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year above written.

WITNESSES:



Signature
JESSICA RODRIGUEZ GARCIA

Print Name


Signature
Michael Storm Tackett

Print Name

RAYMOND JEAN:

By: x Raymond Jean

Date: 5/21/2024



WITNESSES:



Signature
JESSICA RODRIGUEZ GARCIA

Print Name


Signature
Michael Storm Tackett

Print Name

KETTELENE JEAN:

By: K. Jean

Date: 5/21/24

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of County
Commissioners at its _____, 20____,
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

BP/dbd
4/24/24

Attachments:

Exhibit A – Scope of Services
Exhibit B – Project Budget
Exhibit C – Mortgage and Note



BP

5/6/24

T:\Users\Legal Secretary CSB\Community Services\2024 Agreements\Raymond Jean (1315 Shepherd Avenue, Sanford) SHIP Rehab rev May06(24).docx

COMMUNITY SERVICES DEPARTMENT
COMMUNITY DEVELOPMENT DIVISION



TECHNICAL RE-CONSTRUCTION SPECIFICATIONS FOR THE FOLLOWING PROJECT:

HOMEOWNER:	Raymond Jean
ADDRESS:	1315 Shepherd Ave Sanford FL 32771
PARCEL #:	36-19-30-515-0G00-0360
MUNICIPALITY	City of Sanford

Seminole County Community Services is seeking a State Certified General Contractor, State Certified Building Contractor or a State Certified Residential Contractor to demolish and remove an existing sub-standard home, clear and prepare the lot and re-construct a new dwelling. Contractor will be responsible for providing new permit ready (sealed) house plans that will be in the range of 1100 SF plus or minus 100 SF. Plans must be approved by Seminole County Community Services. Any associated variances related to building on this lot (setback, well or septic etc.) will be the responsibility of the Contractor.

ALL RE-CONSTRUCTION PROJECTS SHALL MEET THE MINIMUM STANDARDS SET BY SEMINOLE COUNTY. The County endeavors to provide written specifications that are accurate as shown in the categories below.

TIME FOR COMPLETION:

The home must be completed and have a certificate of occupancy from the Building Official, no later than the final completion date stated in the Notice to Proceed. The following allowances have been incorporated into the total building time. Time starts when the Notice to Proceed is issued by Purchasing and Contracts. Project schedule format as follows:

1. 60 days will be allowed for permits, variances, and mobilization.
2. 120 days will be allowed for construction.
3. 30 days will be allowed for final close out of the project.
4. Total time from NTP to close will be 210 days.

NEW HOME ESTIMATED COST: \$215,000

COMMUNITY SERVICES DEPARTMENT
COMMUNITY DEVELOPMENT DIVISION



Exhibit B – Project Budget

Raymond Jean
1315 Shepherd Avenue
Sanford, FL 32771-2731

Parcel: 36-19-30-515-0G00-0360

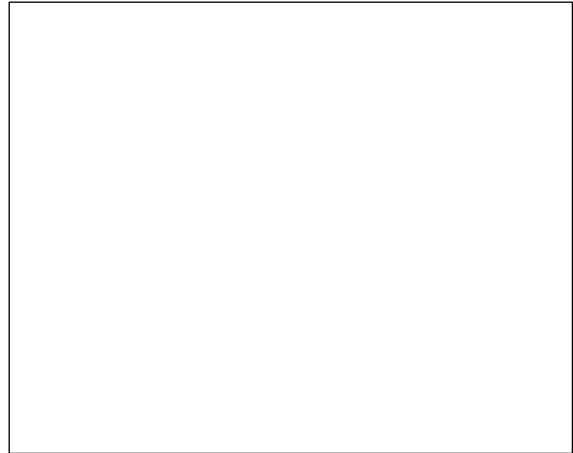
Estimated Construction Costs	\$ 215,000.00
Contingency	\$ 21,500.00
Estimated Soft Costs	\$ 2,295.00
Estimated Relocation Costs	\$ 0,00
TOTAL	\$ 238,795.00

EXHIBIT C

This document was prepared by:
Brijesh Patel, Esq.
Seminole County Attorney's Office
Seminole County Government
1101 E. 1st Street
Sanford, Florida 32771

Please return to:
Community Development Office
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

This Instrument is given to Seminole County, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.



**SEMINOLE COUNTY
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
RECONSTRUCTION ASSISTANCE
MORTGAGE**

THIS MORTGAGE is made and entered into this ____ day of _____, 20____, by **RAYMOND JEAN** and **KETTELENE JEAN**, hereinafter referred to as "MORTGAGORS", who has qualified for State Housing Initiative Partnership (SHIP) home reconstruction assistance and whose current mailing address is 1315 Shepherd Avenue, Sanford, Florida 32771-2731, in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. 1st Street, Sanford, Florida 32771, hereinafter the "MORTGAGEE".

W I T N E S S E T H:

1. For good and valuable consideration and in particular the sum of up to but not exceeding TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) through the issuance of that certain SHIP Program Promissory Note in the same amount and of the same date as this Mortgage, attached to this Mortgage as Exhibit A (the "Note"), MORTGAGORS hereby mortgage unto MORTGAGEE all of MORTGAGORS' interest in that certain parcel of real property located at 1315 Shepherd Avenue, Sanford, Florida 32771-2731, hereinafter the "Property", the legal description and parcel identification number for which are as follows:

LOT 36, BLOCK G, A D CHAPPELLE'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 71, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 36-19-30-515-0G00-0360

2. To have and to hold the Property, together with the tenements, hereditaments, and appurtenances belonging to the Property and the rents, issues, and profits from the Property unto MORTGAGEE in fee simple as security for the Note.

3. MORTGAGORS covenant with MORTGAGEE that MORTGAGORS are indefeasibly seized of the Property in fee simple; that MORTGAGORS have good right and lawful

authority to convey the Property; that MORTGAGORS shall make such further assurances to perfect fee simple title to the Property in MORTGAGEE as may reasonably be required; that MORTGAGORS hereby fully warrant the title to the Property and will defend it against the lawful claims of all persons whomsoever; and that the Property is free and clear of all encumbrances, other than those of record as reflected in the Public Records of Seminole County, Florida as of the date of this Mortgage and the title insurance policy issued in connection with MORTGAGORS' granting of this Mortgage.

4. MORTGAGORS further covenant to use the improved Property as their occupied residence and that the Property will not be sold, leased, conveyed, transferred, or refinanced for the duration of the Affordability Period defined below and in the Note, except as may be otherwise provided in the Note. The Affordability Period will be thirty (30) years from the execution date of the Note.

5. MORTGAGORS covenant and agree to pay promptly when due the principal and interest, if any, under the Note secured by this Mortgage, except that no payments will be due so long as the Property remains occupied by MORTGAGORS as their personal residence and the Property is not refinanced (which includes any new or additional financing without the prior, written consent of MORTGAGEE), leased, subleased, rented, transferred, or conveyed to any other persons during the Affordability Period, unless otherwise expressly approved by MORTGAGEE.

6. If MORTGAGORS fully perform, comply with, and abide by each and every agreement, stipulation, condition, and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate created by it with respect to the Note will cease, be determined to be and be deemed fully satisfied, forgiven, and be canceled according to the following terms and conditions, subject in all respects to paragraph 14 of this Mortgage:

THIRTY (30) YEAR AFFORDABILITY PERIOD:

If MORTGAGORS fully comply with the Affordability Period requirements described in paragraphs 4 and 5 above continuously from the date of the Note, 1/30th of the principal amount of the Note will be forgiven on an annual basis, with the complete amount being forgiven after thirty (30) years from the execution date of the Note.

7. MORTGAGORS covenant and agree to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property. In the event MORTGAGORS fail to pay when due any tax, assessment, insurance premium, or other sum of money payable by virtue of this Mortgage and the Note, MORTGAGEE may pay these amounts, without waiving or affecting the option to foreclose or any other right under this Mortgage and all such payments will, subject to applicable Federal and State laws and regulations, bear interest from the date of such failure at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGORS covenant and agree to keep the Property in good repair and to permit, commit, or suffer no waste, impairment, or deterioration of the Property or any part of it except for reasonable wear and tear.

9. MORTGAGORS covenant and agree to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. This insurance must be made through a company or companies acceptable to MORTGAGEE per the written

authorization of MORTGAGEE. This insurance policy or policies will be held by and payable to MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, then MORTGAGEE will have the right to receive and apply such sum to the indebtedness hereby secured. MORTGAGEE must account to MORTGAGORS for any surplus monies received by MORTGAGEE.

10. MORTGAGORS covenant and agree to pay or reimburse all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by MORTGAGEE because of the failure of MORTGAGORS to promptly and fully comply with this Mortgage, the Note, any other agreements, stipulations, conditions, and covenants regarding the Property. Failure of MORTGAGORS to comply with any of the terms and conditions of any such instruments or covenants constitutes an event of default under this Mortgage.

11. In the event of a foreclosure or voluntary sale, MORTGAGEE will have the right of first refusal to purchase the Property from MORTGAGORS for the amount and on the terms specified in a written, firm contract between MORTGAGORS and the prospective purchaser or an amount sufficient to satisfy or defease the defaulted mortgage loan that is the subject of the foreclosure action, as the case may be. MORTGAGEE will have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase under this provision by sending written notice to MORTGAGORS.

12. Subject to paragraph 6 above, if any sum of money referred to in this Mortgage or in the Note is not promptly paid within thirty (30) days after it becomes due or if each and every agreement, stipulation, condition, and covenant of either or both instruments are not fully performed, complied with, and abided by, then the outstanding and, unforgiven principal balance of the Note will forthwith or thereafter, at the option of MORTGAGEE, become and be due and payable, anything else in these instruments to the contrary notwithstanding. Failure by MORTGAGEE to exercise any of the rights under these instruments provided will not constitute a waiver of any rights under these instruments accrued or thereafter accruing.

13. MORTGAGORS will not execute an assumption or in any way transfer, assign, or convey its obligations under this Mortgage and the Note secured under this Mortgage without the proper written consent of MORTGAGEE.

14. If all or any part of the Property or any interest is abandoned, sold, leased, transferred, or refinanced during the term of this Mortgage without notice to and consent from MORTGAGEE, this Mortgage and the Note, MORTGAGORS will be in default under the terms of this Mortgage and the Note. In such event, MORTGAGEE may require immediate payment in full of all sums due under these instruments less any amount of the Note which may have already been forgiven pursuant to paragraph 6 above. If MORTGAGORS fail to pay the sums then due, MORTGAGEE will have the right to initiate foreclosure proceedings, including obtaining a deficiency judgment against MORTGAGORS.

15. In the event a senior mortgagee or other senior lienholder, its successors, or assigns acquires the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any provisions in this Mortgage or the Note restricting the uses of the Property, as well as any other liens and encumbrances created by such instruments, will no longer be of any force or effect and such persons will take title free and clear of all such restrictive covenants and liens.

16. Whenever used in this Mortgage, the terms MORTGAGORS and MORTGAGEE includes, respectively, all of MORTGAGORS' or MORTGAGEE's heirs, successors, legal representatives, and assigns. References to any note means all notes secured by this Mortgage if more than one exists.

IN WITNESS WHEREOF, MORTGAGORS have executed his hand and seal on the day and year first above written.

WITNESSES:

Signature

RAYMOND JEAN

Print Name

Signature

Print Name

WITNESSES:

Signature



KETTELENE JEAN

Print Name

Signature

Print Name

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by **Raymond Jean** and **Ketteleene Jean** ☐ by physical presence or ☐ online notarization, ☐ who are personally known to me or ☐ who has produced _____ and _____, respectively, as identification.

NOTARY PUBLIC

Print Name _____

Notary Public in and for the County
and State Aforementioned

My commission expires: _____

This document was prepared by:
Brijesh Patel, Esq.
Seminole County Attorney's Office
Seminole County Government
1101 E. 1st Street
Sanford, Florida 32771

Please return it to:
Community Development Office
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

This Instrument is given to Seminole County, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.

EXHIBIT A

**SEMINOLE COUNTY HOME OWNERSHIP ASSISTANCE PROGRAM
SHIP PROGRAM DEFERRED PAYMENT PROMISSORY NOTE**

MAXIMUM PRINCIPAL AMOUNT: TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)

EXECUTION DATE: _____, 20____



MATURITY DATE: _____, 20____

RATE OF INTEREST: ZERO PERCENT (0.00%) PER ANNUM

MAKERS: RAYMOND JEAN and KETTELENE JEAN
1315 SHEPHERD AVENUE
SANFORD, FLORIDA 32771-2731

HOLDER: SEMINOLE COUNTY
1101 E. 1ST STREET
SANFORD, FLORIDA 32771

1. **FOR VALUE RECEIVED**, MAKERS promise to pay to the order of HOLDER the sum of up to but not exceeding TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) on _____, 20____, in lawful money of the United States, at 1101 E. 1st Street, Sanford, Florida 32771, or at such other place as HOLDER may designate in writing.

2. This Promissory Note (the "Note") is secured by that certain Mortgage of the same date as this Note given by MAKER on certain real property, the address of which is 1315 Shepherd Avenue, Sanford, Florida 32771-2731, hereinafter the "Property", the legal description and parcel identification number for which Property are as follows:

LOT 36, BLOCK G, A D CHAPPEL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 71, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 36-19-30-515-0G00-0360

The security interest enjoyed by this Note will be junior and subordinate in all respects to a valid purchase money first mortgage lien on the Property.

3. If MAKERS fail to use the Property in the manner as required by this Note and the attached Mortgage or defaults for any of the reasons set forth below, or defaults under any covenant of the Mortgage, then all outstanding sums due under this Note and subject to the terms of paragraph 6 below will become immediately due and payable in full under the terms set forth in this Note and the Mortgage.

4. MAKERS must use the proceeds of this Note only for the purposes of home reconstruction assistance on the Property in the manner as represented to HOLDER. Failure of MAKERS to use the Note proceeds in this fashion will be an event of default under this Note and the Mortgage.

5. An event of default also includes the following:

(a) Failure to pay the outstanding principal amount of this Note or any other sum due under this Note at the stated maturity or due date at the time the Property is refinanced, rented, leased, subleased, abandoned, sold, transferred, or conveyed, or MAKERS otherwise cease to occupy the Property as their residence prior to the maturity date, or other failure to comply with the terms of the Affordability Period as defined in the Mortgage.

(b) The destruction or abandonment of the improvements on the subject Property by MAKERS or their successors.

(c) Failure to pay applicable property taxes on the Property and improvements.

(d) Failure to maintain adequate hazard insurance on the Property and improvements.

(e) Failure to comply with any one or more of the terms, conditions, and use restrictions of this Note and the accompanying SHIP Mortgage of the same date as this Note, the terms of which are incorporated in this Note by reference.

(f) Failure to comply with the terms of the first mortgage on the Property.

6. If MAKERS fully perform, comply with, and abide by each and every agreement, stipulation, condition, and covenant regarding the Property under the Mortgage and this Note, then this Note and the Mortgage security interest with respect to this Note will cease, be determined to be and be deemed fully satisfied, forgiven, and be canceled according to the following terms and conditions, subject in all respects to paragraph 3 above:

THIRTY (30) YEAR AFFORDABILITY PERIOD:

If MAKERS fully comply with the Affordability Period requirements described in paragraphs 4 and 5 of the Mortgage continuously from the date of the Note, 1/30th

of the principal amount of the Note will be forgiven on an annual basis, with the complete amount being forgiven after thirty (30) years from the execution date of this Note.

7. MAKERS reserve the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that MAKERS will bear the cost of removal of the Mortgage, plus all other fees involved.

8. MAKERS waive demand, protest, and notice of maturity, non-payment, and all other requirements necessary to hold it liable as a maker and endorser.

9. MAKERS agree to pay all costs of collections incurred by HOLDER, including reasonable attorney's fees, in case the principal of this Note or any other payment on this Note is not paid at the respective maturity or due date, or in case it becomes necessary to protect the security for this Note, whether suit be brought or not.

10. This Note is to be construed and enforced according to the laws of the State of Florida. Upon default in payment of the principal when due or any other default under the terms of the Mortgage and this Note, the whole sum of principal and any other remaining unforgiven and unpaid amount under this Note will, at the option of HOLDER, become immediately due and payable.

11. Whenever used in this Note the term "HOLDER" or "MAKERS" are to be construed in the singular or plural as the context may require or admit.



[The balance of this page is left intentionally blank; signatory page follows.]

IN WITNESS WHEREOF, MAKER has executed his hand and seal on the day and year first above written.

WITNESSES:

Signature

RAYMOND JEAN

Print Name

Signature

Print Name

WITNESSES:

Signature

KETTELENE JEAN

Print Name

Signature

Print Name



STATE OF FLORIDA)

)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by **Raymond Jean** and **Kettelene Jean** ☐ by physical presence or ☐ online notarization, ☐ who is personally known to me or ☐ who has produced _____ and _____, respectively, as identification.

NOTARY PUBLIC

Print Name _____

Notary Public in and for the County
and State Aforementioned

My commission expires: _____

BP

4/26/24

T:\Users\Legal Secretary CSB\Community Services\2024 Mortgages\Jean, Raymond (SHIP Recon).docx

01. **General Requirements:**

As stated above, the contractor must be state certified and possess an active CGC, CBC or CRC license. The contractor will be responsible for all of the following:

Plans/Permitting:

- Provide house plans, approved by Seminole County Community Development, which will be used for permitting and construction of the new home. See details below.
- Once project has been awarded proposed plans and plot plan with elevations must be presented to the Community Development Construction Manager for approval **prior** to being submitted to the homeowner and the Building Department having jurisdiction.
- Contractor responsible for all documents required for permitting. Contractor responsible for all applicable fees and charges pertaining to insurance, permits (including septic if required), variances, architect / design, engineering and utility connections. In addition, contractor will be responsible for obtaining pre-demolition assessments, if necessary or demolition permits.
- Surveys, including appropriate spot grades, proposed and final grades.
- Contractor will be responsible to meet or exceed any elevation requirements as put forward by Seminole County, the permitting jurisdiction, Zoning, Public Works or land management.
- Variances (setback, septic or well if required – see Section .02, Site Work - below)

Work:

- Abandonment of old septic tanks, wells or drain fields if required. See Section .02 (Site Work) below for details
- New septic systems and wells (if required), sewer connections, water meter fees and or relocation of water meter.
- Contractor responsible to provide portable sanitary facilities for the duration of the project.
- Provide and maintain a job site dumpster.
- A temporary power pole is required unless circumstances prevent.

Safety:

- Safety: Contractor will be responsible for recognizing and remediating all safety hazards in and around the home during construction activities. Safety procedures to be in place until a Certificate of Occupancy is issued on the home. These procedures include, but are not limited to the following:
 - The work site shall be maintained in a clean and orderly manner.
 - Debris shall be placed in a proper container daily
 - No materials or construction debris shall be stored in any ill-mannered fashion or location not suitable for its contents.
 - Re-bar caps shall be installed on any exposed steel rod ends.
 - Hard Hats.
 - No damaged power cords, frayed or broken grounds
 - OSHA approved ladders

- Lanyards for fall protection (over 6' above ground)
- Properly installed scaffold

Warranty:

- Contractors who are awarded bids by Seminole County will be required to provide a warranty on all materials used and/or labor performed to install such materials for a period of not less than **one year**. Electric, Plumbing, HVAC systems will be warranted for a period of **two years**. (If there is an extended manufacturer's warranty on the HVAC system, it will be explained to the owner along with supplying the associated manufacturer's documents). Roof installations will be warranted for a period of **5 years**. A structural warranty will be required on the new home for a period of **10 years**.

Closeout:

- Contractor will complete, and forward to the manufacturer, the warranty registration for all appliances, hot water tank, roofing shingles, and HVAC system at completion of project. If an extended warranty is provided by the manufacturer, that exceeds the 2 year standard warranty, the information will be provided and explained to the homeowner. In addition, the contractor is to provide the homeowner with a **folder** containing all the manufacturer's brand, model, warranties and operating instructions for all the items installed in the home: ROOFING, HVAC, APPLIANCES, WATER HEATERS, PLUMBING FIXTURES, FLOORING, FANS, ETC. Contractor will also include a list, with his contact information, and those of the major sub-contractors that provided services to the home so homeowner can call for warranty service.
- Contractor, or representative, will clearly demonstrate the operation of the HVAC system, including changing the filter monthly. **Contractor to provide 12-month supply of appropriately sized single-use filters.**
- Contractor, or representative, will clearly demonstrate and explain all installed features of home and any issues that would be considered normal homeowner maintenance. This would include GFCI and Arc-fault receptacles, electrical panels, caulking and low volt stub out locations, plumbing clean outs and water shut off valves.

Minimum Requirements:

- All materials used must meet or exceed the minimum ANSI "American National Standards Institute" and/or ASTM "American Society for Testing and Materials" guidelines.
- Materials will be in accordance with the Seminole County Reconstruction standards

Substitutions:

- All products and materials listed herein may be substituted with an “equal or greater” quality product and /or material of “equal or lesser cost” or as required by Local, State and Federal codes or regulations. The manufactured brands stated herein for certain products will be considered the basic minimums for quality expectations by Seminole County.
- ***SITE SPECIFIC CONDITIONS: (General Requirements)***
 - This lot is in a flood zone.
 - The property is in Seminole County jurisdiction
 - Water provided by: City of Sanford
 - Sewer provided by: City of Sanford
 - Zoning: MR2
 - Lot size: 55 x 100

New home design and standard features:**Standard Features:**

- Air-conditioned space shall be approximately 1100 square feet, plus or minus 100 square feet. It shall have three (3) bedrooms and two 2 baths.
- New home **will have** an attached one car garage. See Section .02 (Site Work) below.
- Termite Protection: Shall be provided by a registered termiticide and comply with current FBC requirements. A certificate will be provided to the Permitting Jurisdiction at final inspection for issuance of C.O.
- House will be designed with a hip roof.
- Provide pre-manufactured truss system that shall cover (incorporate) the front porch. The trusses over the porch shall be supported by a structural header, wood posts or block columns at the front edge of the porch slab (Section .06).
- **See Supplemental Requirements for Garage/Utility Room specifications.**

Exterior Requirements:

- House to be centered on lot if conditions permit.
- Home to be constructed on a stem wall foundation at a minimum of 4 courses (3 block and 1 chair). See Section .02 (Site Work) below.
ADA Accessibility required: Yes___ No__X_ If yes: The front porch needs to be raised up to within a ¼” of the finished floor for accessibility. The sidewalk from the porch to the driveway cannot exceed an 8% slope for accessibility purposes (see Section .03 below).
- Front entry (porch): Front porch to be approximately 80 square feet (Section .03 below).
- Rear patio slab to be approximately 8’ x 10’ (80 sq. ft.) see Section .03 below.
- Provide a sliding glass door at the rear patio location.
- Sub-fascia will be 6”.
- House to be constructed with block exterior walls (Section .04 below)

Interior Requirements:

- See Section .06 below for framing requirements.
- Provide a new Range, Over the Range Microwave, Refrigerator with ice maker, Dishwasher, Washer, Dryer and garbage disposal. Specifications in Section .11 (Equipment) below.
- A blower door test will be required at substantial completion.
- Home will have either Garage Laundry or Utility Room Laundry. To be specified in section .11
- **Owner color selections:** Provide 4 shingle samples (no white shingles), Interior wall color from 6 samples (ceiling to be white and trim white semi-gloss), Floor tile from 4 samples, Appliances to be stainless steel, black or white (no extra cost to owner), Cabinet and Formica selection from 4 samples. Bath vanity selection to match kitchen selection. Vanity tops white cultured marble or Corian with built in sink.

02. Site Work:

Lot Condition / Demolition / Clearing:

- Site Specific Conditions will address any lot specific issues: trees, fences, septic, wells, or outbuildings.
- Water, sewer, septic and well information, along with locations are written in Mechanical, Section .12 below.
- Contractor to supply dumpsters.
- Site Prep. This includes fill for the house pad, fill inside form or stem wall and proper grading of the lot. It also includes all fill associated with a mound septic if required.
- Lot will be elevated with the proper amount of fill for proper drainage. Slopes around slab perimeter will be graded with a minimum 4:1 slope
- Contractor to obtain any pre-demolition site assessments as required by the permitting jurisdiction as well as obtaining and paying for all the proper demolition permits.
- Contractor responsible for all variances, and associated fees.
- Contractor to supply portable sanitary facilities.
- Contractor shall entirely demolish the existing residential structure and any auxiliary structures pertaining to the property, including but not limited to; any flat concrete slab(s), broken city sidewalk(s), existing septic tank and / or drain field, and / or supporting concrete piers or remnants of old foundation(s) as well as fence(s) or remnants of fence(s). Any trees interfering with the placement of the new home shall be properly removed. Existing trees that remain will be trimmed for safety and appearance.
- Haul away and properly dispose of all debris.
- Contractor responsible for proper finish floor elevation as specified by the permitting jurisdiction.
- ***SITE SPECIFIC CONDITIONS: (Site Work)***
- **Remove the old, dilapidated shed in the rear of the house**

Landscaping:

- At final grade, prior to sod and landscaping, lot will be graded to comply with approved engineering and proper drainage.
- Lot will be fully covered with Bahia grass to cover final lot grading and disturbed areas. Sod must be weed free and in a healthy growing condition when installed. It should be installed with tight non-overlapped joints. Sod showing discoloration or wilting will be rejected.
- Sod containing nut grass, lippie, water sedge and dollar weed is not acceptable and will be rejected.
- Contractor will keep new sod properly maintained, watered, and mowed (as needed) until project Close Out
- Contractor will protect new sod areas from damage by vehicle traffic or construction activities.
- Completed sod will reflect the final grade, be firmly placed (no soft spots) and be flush with adjoining walks, drives or borders of any kind.
- Sod will be alive and healthy when house is complete, and project closed out. These items will *not* be warranted after close out.

Trees and Shrubs:

- **Contractor to confirm that the permitting jurisdiction will not require additional trees.**
- Install 20 perennial plants along the front exposure of the house. Plants to be a minimum 3-gallon size, drought tolerant and resistant to full sun.
- Include a minimum of 3" of mulch in the beds surrounding the plants.
- Include two (2) canopy trees (no palms). Trees to be Florida Fancy or a Florida #1 grade. Plant one in the city / county right of way (if possible) and one in the front yard. Trees shall be 10' high with a 2" caliper at DBH (diameter at breast height). Tree to be guyed in an upright position immediately after planting.
- Trees and landscaping will be alive and healthy when house is complete, and project closed out. These items will *not* be warranted after close out.
- ***SITE SPECIFIC CONDITIONS: (Site Work)***

03. Concrete:

Stem Wall Concrete Slab:

- In order to minimize or prevent the potential negative impact of water drain-off into adjacent properties the new house shall be a 4 course (3 block and 1 chair) stem-wall construction. Stem-wall can be reduced to a 3-course wall if lot conditions allow. Contractor will contact the Construction Manager for approval to reduce a course before stem-wall is constructed. A stem-wall may necessitate the addition of concrete steps at the front and rear of house to access the higher front porch and rear sliding glass door. Handrails and stairs, if required, shall comply with current FBC regulations.

- **If ADA Accessibility required:** front porch shall be raised to ¼” to ½” below the finish floor for accessibility. The sidewalk leading from the front porch edge to the new driveway needs to have a maximum slope of 8% (1’ in 12’) for accessibility.
- Control joints need to be cut across the house floor to prevent cracking. Control joints shall be cut across the front and back porches (cut front to back).
- Front and rear porch to have a light broom finish.
- Sliding glass door to be recessed per door installation specifications.

Driveway and Sidewalk:

- Concrete minimum 2500 PSI
- Minimum width is 12’ (not including the apron) unless the Site-Specific Conditions describes an overriding condition.
- Pre-formed or saw cut expansion joints must be provided. Maximum spacing 10’ on driveway, 4’ on sidewalk to home.
- Minimum thickness is 4”. Increase to 6” on the County side.
- Sidewalk from new drive to front porch max slope 8% (1’ in 12’).
- ***Contractor responsible for relocating any utility poles or water meters in proposed driveway location.***
- ***SITE SPECIFIC CONDITIONS: (Concrete)***
- ***Install new driveway apron***

04. Masonry:

Exterior block wall:

- Exterior walls to be reinforced concrete masonry units as detailed by the engineer of record or design professional.
- Block work to be laid in a workman like manor with the walls plumb, level and square with a maximum joint size of ½”.

Stucco:

- Exterior block walls will be stucco finish. A three coat process will be required: A base scratch coat, smooth coat and a light skip trowel or broom added topcoat. Stucco will comply with current FBC requirements.
- Front porch ceiling detail articulated in Section .09 below
- All windows and exterior doors will receive a 6” cut band around the opening. This will apply to all 4 sides of house.
- ***SITE SPECIFIC CONDITIONS: (Masonry)***

05. Metals:

Metal framing, Stairs or ramps:

- Not applicable unless noted in Site Specific Conditions below:
- ***SITE SPECIFIC CONDITIONS: (Metals)***

06. Wood and Plastics:

Framing and rough carpentry:

- Interior walls to be wood frame 16" OC.
- Interior hallways to be a minimum of 36" wide.
- Install a centrally located scuttle hole for attic access that complies with current FBC requirements.
- Frame opening for medicine cabinet in each bathroom (14" x 18"). Up 54" from floor to bottom of opening.
- Exterior block walls to receive PT furring: Install a 1 x 4 PT furring strip around the base perimeter of the block. Install 1 x 2 furring 16" OC vertically above the base strip. Top perimeter of block to receive a 1 x 2 PT furring. Install 1 x 6" furring over top of window and door openings and extend 8" each way beyond opening. Install 1 x 4" PT furring on the sides of windows and doors. Install a 1 x 2 PT furring below window parallel with the sill.
- Sheathing to be OSB 7/16"
- Sub-fascia will be 6". It will NOT require a 1x2 to be installed at the top to offset the drip edge.
- Overhang to be standard 16". If elevation has any gables included, the overhang (rake) will be 12".
- Framers to install openings with blocking for off ridge vents that will be installed on the roof deck. Openings need to comply with ventilation requirements of current FBC requirements.

Trusses:

- House will incorporate a pre-built and engineered truss system. The roof style will be "hip".
- The truss system will extend over the front porch and shall be supported by a header and 4 x 4 posts or a block column.
- The front porch ceiling will not require OSB to be installed (see Section .09 Finishes).

Finish Carpentry and Millwork:

- Interior door style to be 6 panel pre-hung. Hardware (including hinges) will be brushed nickel throughout. Doorknob (passage and privacy) to be lever style.
- Casing to be 2 1/4" finger joint colonial. Baseboard to be 3 1/4" finger joint colonial.
- Windowsills can be PVC "faux wood" with apron (Marble and Corian are also acceptable).
- Closet doors shall be 6-panel bypass type. 6-panel bi-fold doors may be used in specific locations that bypass will not work. Hinge doors at bedroom, bath and utility room (if applicable).
- **Master bath door** should be "clear accessible" 2-8. If the clear opening will not be 2-8, a 3-0 (36") door will be installed.
- Baseboards shall be installed on top of new floor tile.

Cabinets (Kitchen):

- Kitchen cabinets will have solid wood face frame and solid wood door and drawers. Cabinet doors and drawers shall open without clearance issues from adjacent appliances and be easily accessible.
- Wall cabinets shall be 30”.
- Cabinets will have fully finished interiors including full back coverings. Any electrical or plumbing penetrations through back of cabinet will be caulked or covered with an installed escutcheon.
- All door and drawers will have brushed nickel pulls and handles.
- Hinges to be concealed European type.
- Installation to include all necessary caulking, trim and adjustment of doors and drawers required to provide a professional finished product.
- See Section .15 for Kitchen plumbing specifications
- See Section .11 for appliance specifications

Cabinets (bathroom):

- Vanity cabinets shall be same style and color as Kitchen selection.
- Master vanity shall be “comfort height” and a minimum of 32” wide.
- Hall Bath shall be minimum 36” wide.
- Doors or drawers shall have brushed nickel pulls or handles.
- Installation shall be tight fit to adjacent wall with no visible gaps.

Counter Tops (Kitchen):

- Counter tops to be mica clad with a standard 4” backsplash installed over 45# industrial grade (dense) particle board. **Counter Tops (Master and Hall Bath Vanities):**
- Vanity tops to be white, cultured marble or Corian with integrated sink and overflow protection. The top must have a 4” back and side splash.
- ***SITE SPECIFIC CONDITIONS:***

07. Thermal & Moisture Protection:**Insulation:**

- Ceiling insulation is to be R38, blown or batts.
- Exterior wall insulation will conform to current FBC requirements. Minimum insulation is Fi-Foil R4.1 installed over ¾” furring strips attached to the exterior block wall.
- Penetrations in top plate of interior frame walls or penetrations through the exterior wall will be sealed with expanding foam.

Roofing:

- Roof will consist of thirty-year architectural mildew / algae resistant asphalt shingles and will comply with all current FBC requirements. Color selected from a minimum of 4 sample selections supplied by Contractor. White is not an option.
- Shingle underlayment will comply with current FBC requirements.

- All drip edges to be installed with ring shank galvanized nails
- Shingles will be properly flashed at valley locations and where the roof terminates at a wall. Install “kick out” flashing at the bottom of the roof slope to prevent water intrusion where it terminates at a plumb high wall or beam.
- Contractor responsible for proper roof ventilation. Off ridge vents must comply with attic ventilation requirements of current FBC. Proper attic ventilation will require vented soffit to be installed at the eaves. Contractor will also be responsible for installing goose neck exhaust vent caps, flashing on the weather head, and plumbing vent stack boots.
- **Soffit and Fascia:** Provide and install white aluminum fascia and vented soffit on all overhangs. Fascia will be 6”. A 1 x 2 off set strip will **not** be installed at the top of the sub-fascia so the new aluminum fascia installs flush behind the drip edge.

Caulking:

- Exterior:
 - Caulk all windows and doors to stucco or siding to prevent intrusion.
 - Caulk all exterior receptacles and AC disconnect boxes to prevent intrusion.
 - Caulk low volt stub outs on exterior
 - Caulk around meter can and / or disconnect box to prevent intrusion.
- Interior:
 - Caulk all windowsills
 - Caulk casing and baseboards. Baseboards to be caulked to floor tile to eliminate gap.
 - Caulk all penetrations: Whip to hot water tank, plumbing stub outs in cabinets or through drywall.
 - Kitchen countertop back splash will be caulked to drywall. Joint between countertop and backsplash will also be caulked.
 - Vanity tops will be caulked at backsplash and drywall. The joint between top and backsplash will also be caulked.
 - Caulk around all shower valve trim kits
 - Caulk around all acrylic tubs and showers (caulk to drywall)
- ***SITE SPECIFIC CONDITIONS:***

08. Doors and Windows:

Exterior Doors:

- Exterior hinge door (front door) will be a six panel, fiberglass clad, pre-hung, inswing door. Door will NOT have a glass insert. The door will have a handle set and deadbolt. Handle set, dead bolt and hinges shall be brushed nickel.
- Front entry door will have a “wide angle” peephole installed.

- Sliding glass door panels will be energy efficient, insulated, Low-E. If sliding glass door is not available in vinyl clad material, aluminum will be acceptable (Sliding door only).
- ***SITE SPECIFIC CONDITIONS: (Doors)***

Windows:

- Windows will be white vinyl clad single hung windows. All windows will be one over one (no muntins). Glass will be Low-E insulated. The windows will be required to meet all current code regarding egress and hurricane design pressure. Locks should be easily accessible.
- Windows and sliding door to be installed using manufacturers installation specifications and Florida Product Approval detail.
- Each bedroom shall have a minimum of one window that meets egress requirements.
- Bathroom window shall be obscure/tempered glass.
- Each window will have a sill installed. PVC “faux wood” with apron is preferred. (Marble or Corian are also acceptable.)
- ***SITE SPECIFIC CONDITIONS: (Windows)***

09. Finishes:

Drywall:

- Drywall (1/2”) hung on walls and ceilings and finished. Knockdown ceilings with light orange peel texture on the walls.
- Front porch ceiling hung with 1/2” anti-sag exterior soffit board drywall, finished with knocked down texture.

Tile:

- All floor surfaces under air, including bathrooms and closets, shall have porcelain or ceramic floor tile, size shall be minimum 18” x 18”. Contractor to prepare floor to insure a level professional finish.
- Contractor to install anti-crack membrane or liquid crack isolation membrane before installation of floor tile.
- Homeowner to select floor tile from a minimum of 4 samples.
- On layout, center floor tile field in both directions. Adjust layout to avoid pieces less than half the size of the tile supplied. Provide straight cuts which run parallel with adjacent walls or cabinets; no diagonal lay. Grout joints will be uniform in width (1/4” maximum). Extend tile under cabinets, dishwasher location, range and hot water tank to form a complete covering without interruption. Upon completion of work, clean tile and remove all grout residue and debris. Protect tile after cleaning with paper or cardboard to prevent damage.

Carpet:

- Carpet will not be installed unless specified in “Site Specific Conditions” below.

Paint (exterior):

- Paint shall not be applied without a through preparation of all surfaces (caulking)
- Stucco walls must be properly cured (pH below 10) before paint will be applied.
- Stucco to be primed with Loxon Masonry Primer (Sherwin Williams) or equal before final paint is applied.
- Stucco to receive two coats of final paint by airless spray and a wet back roll.
- Exterior paint to be Sherwin Williams A-100 or equal
- Front Porch will receive an acrylic knock down texture
- Front porch ceiling same color as exterior body.
- New wood and / or siding will be primed with two applications of topcoat.
- All final paint to be free of runs, sags or other defects such as brush and roller marks.
- Owner to select final body, trim, and door colors from a minimum of 4 samples (each).

Paint (interior):

- Paint shall not be applied until all surface prep is complete (caulking)
- Interior wall paint to be Sherwin Williams ProMar 200 or equal. Apply 2 coats of wall paint. Spray and back roll is an acceptable method.
- Interior trim to be semi-gloss white. Sherwin Williams ProMar 200 or equal. Trim to have two applications. Primer with topcoat is acceptable.
- Ceilings to receive two coats of white flat paint.
- Closet interiors same as wall color.
- Kitchen and bath walls to be eggshell or semi-gloss.
- Homeowner to select interior wall color from a minimum of 6 samples.
- ***SITE SPECIFIC CONDITIONS: (Finishes)***

10. Specialties:**Shelving:**

- Bedroom closets to have 12” wire shelving with free slide for hangers. Shelving to be installed with one run on each exposed wall in each closet.
- Linen closets to have 4 – 16” tight mesh shelves.
- Utility room (if applicable) to have one 12” tight mesh shelf installed over washer and dryer. Approximate length is 64”.

Medicine Cabinets:

- Install one medicine cabinet at the side wall adjacent to the vanity in each bathroom. Opening size is 14" x 18". Bottom of rough opening is 54" up from finish floor. Medicine cabinet door to be beveled glass.

Mirrors:

- Install a mirror over each vanity. Width 2" shorter than vanity top width. Height to be 42"

Towel bars and TP holders:

- Install one towel bar and one toilet paper holder in each bathroom. Color to be brushed nickel.

Window blinds:

- All windows to receive horizontal blinds, minimum 1" slats, and be white.
- Sliding glass door to receive vertical blinds. Color white.
- Installation method shall be "inside" mount.

Accessibility Ramps:

- If a specialty accessibility ramp is required, it will be described in "Site Specific" below.
- ***SITE SPECIFIC CONDITIONS: (Specialties)***

11. Equipment:**Kitchen:**

- Provide the following: Energy Efficient 30" freestanding electric range with a minimum of 4 burners, Over the Range Microwave with recirculating vent, Dishwasher, minimum 18 CF refrigerator with ice maker (hinge on the correct side to allow proper access from prep area). Ice maker supply tube will be installed to the wall valve. Supply 1/3 horsepower Insinkerator (or equal) disposal. Appliances to be from the same manufacturer. Approved appliances to be GE or Whirlpool, or like quality.

Garage:

- Attached one car garage, approximately 250 sq ft with an 8 ft. garage door and entry door leading to the interior of the house.
- Interior finish of the garage will be struck block, knocked down painted ceiling and orange peel texture on the frame / drywall walls. Painted.
- Garage to have a garage door with opener.
- Garage to have a garage door pre-wired. This will include one receptacle in the ceiling, for the motor with low volt wires run to each side of the

door opening for sensors and one wire at the entrance door for the door button that terminate at the future motor location at the ceiling.

- Install a 48-inch double bulb LED ceiling light fixture for the garage area.
- Install a 48-inch wrap around ceiling LED light fixture over the laundry location.
- One extra wall receptacle for general use in garage area.
- Install one 1 ¾" exterior solid core hinge door from the garage to the living area. Must have weather strip and 20-minute fire rating. Include lever handle lock set.
- Provide Energy Efficient washer (minimum 7 CF) and dryer (minimum 4.2 CF) shall be same manufacturer (GE or Whirlpool), white. Supply Gas 40-gallon water heater. New water heater to have a five (5) year minimum limited warranty from the manufacturer. Approved appliances to be GE or Whirlpool, or like quality.
- **Laundry location (check one): Garage___ OR Utility Room___**
 - **If Garage Laundry option is checked:** Garage is to include the washer, dryer (dryer is always on the right), hot water heater and HVAC air handler. *(Located to the rear of Garage). HVAC can also be placed in a dedicated closet inside the home.*
 - Install a 64" wire shelf (12" depth) over washer / dryer location.
 - **If Utility Room Laundry is checked:** Utility Room shall include the washer, dryer (dryer is always on the right), hot water heater and HVAC air handler *(HVAC can also be placed in a dedicated closet inside the home).*
 - ***SITE SPECIFIC CONDITIONS: (Equipment)***

12. **MECHANICAL:**

Water Service, Sewer, Septic:

- Water service is supplied by **City of Sanford.** _Connect water service (meter) to new residence. Include ¾" PVC line and shut off valve where line enters home at the side of building. All plumbing trenches for supply and drain lines to be properly filled and compacted to grade before sod is installed.
- Shut-off valve to be ball type lever handle, gate valve will not be accepted.
- Sewer service is supplied by **City of Sanford.** Connect drain line to sewer tap.
- Sewer, water, septic or well locations, if known, will be indicated in "Site Specific Conditions" below.
- Contractor to be responsible for relocation of meter and piping if a move is necessary.

Plumbing:

- The following components shall be provided: Domestic hot and cold water lines, water heater (see requirements below), drainpipes and vents,

AC chase pipe between air handler and condenser location, washer supply valves with valve box, and an ice maker line with recess box and valve located in kitchen.

- Provide two exterior hose bibs with vacuum breakers. One at front side and one at rear on opposite side.
- PEX or CPVC is the approved pipe for supply lines. PVC for drain lines.
- Kitchen sink is Stainless Steel 50/50 minimum of 8" depth.
- Disposal will be 1/3 HP Insinkerator (or equal).
- Energy Efficient water heater (Section .11).
- Faucets and valves will be "low flow" single lever Moen, Delta (or equal) and meet accessibility requirements. Kitchen sink will have a spray nozzle.
- All faucets and valves will be brushed nickel.
- All plumbing trim will be brushed nickel finish.
- All bath shower / tub units will be white.
- Anti-scald valves at showers and tubs.
- Hall bathroom to have a sixty-inch (60") bathtub.
- Master bathroom to have a finished (30" x 60") shower stall.
- Shower and bathtub stall walls to be covered with 1/2" cementitious board, taped and finished to receive tile. Remaining walls and ceilings to be covered with half inch (1/2") green-board, taped and finished to receive paint.
- Tile to be installed from floor to ceiling in shower stall area and from top of bathtub to ceiling in bathtub stall. All outside termination points to be finished with Schluter style metal trim.
- Both showers to be supplied with standard tension rod and white curtain.
- ADA toilet in both baths with 1.28 GPF, elongated, white.
- Install escutcheon plates on all pipe protruding from cabinet back or from the wall (at hot water tank)
- ***SITE SPECIFIC CONDITIONS: Install grab bars in Master bathroom in toilet and shower locations.***

HVAC:

- Provide and install new split system HVAC. New components to have a minimum **15.0 SEER** rating. Rheem, Carrier or Trane are the approved manufacturers. Unit must contain a properly sized heat strip.
- Unit must filter at one location; multiple filter locations will not be accepted unless specified by permitting jurisdiction. Provide one filter back grill. **Contractor to provide 12-month supply of appropriately sized single-use filters at completion of project.**
- Provide drops in the following: one in each bedroom, one in each bathroom, one in living room, one in dining room, one in kitchen and one in the utility room (if applicable).
- Provide passive returns in the ceiling. Ceiling jumpers are the approved method (stamped grills installed in walls above the doors will NOT be accepted).

- Provide a new formed and poured in place (concrete) or approved pre-cast (concrete) base for the condenser. Location will be in the rear of home unless mitigating circumstances prevent.
- Provide condensate drain line.
- Provide and install a prefab security steel cage for the condensing unit to prevent theft. Cage should cover all sides of the unit. Include locks and keys for the cage. Cage must be secured to the concrete pad.
- Provide and install ceiling mounted exhaust fans in both bathrooms with a minimum 50 CFM that exhaust through the roof. Provide vent caps with bug / bird screens.
- Provide and install a dryer vent in utility room (if applicable). Dryer vent is always on the right side. Roof cap should not have a bird or bug screen to prevent lint back up.
- *HVAC can also be placed in a dedicated closet inside the home.*
- ***HVAC CANNOT BE INSTALLED IN ATTIC SPACE***
- ***SITE SPECIFIC CONDITIONS: (Mechanical)***
- ***This house will be on a sewer system.***

13. **Electrical:**

Low Voltage:

- Install two TV pre-wires: One in living room and one in master bedroom.
- Install one phone jack (pre-wire) in the Kitchen.
- Stub-out for low voltage near the power meter can.

High Voltage:

EXTERIOR:

- Install a temporary power pole for use during construction.
- Provide a complete electric system for a new residence that will comply with all requirements and codes in the State of Florida.
- Provide and install a 150-amp service with disconnect and meter can on the exterior.
- Provide one weatherproof receptacle on front porch, one on the back patio and one adjacent to the HVAC condenser
- Provide one exterior, wall mount, energy efficient light fixture adjacent to front and rear doors. Lights will be on separate switches. Bulbs will be LED.
- Provide and install two, white, double LED security lights. They will be permanently mounted on the underside of the soffit at a front “outside” corner location and an opposite rear “outside” corner location so lights can be directed to all four sides of home. Security fixtures need to be on a motion detector AND a switch to be installed, on the interior, next to front and rear door
- Provide intersystem terminal block on the system ground.
- Install properly sized home run to condenser with disconnect box.

- If necessary, Install circuit to septic alarm location. See “Site Specific Conditions” below.

INTERIOR:

- Provide and install breaker panel in the Utility Room (if applicable). Panel should have a minimum of 4 spare breaker locations for future expansion. Provide a written breaker directory and attach to the back of the panel door for reference.
- Receptacles per code. Arc-fault and GFI where required. All to be tamper resistant (child proof).
- Install whips and switches for bath exhaust fans.
- Smoke / carbon monoxide detectors per code requirements.
- Include the following interior Energy Efficient light fixtures:
 - Hallway and / or Foyer: One flush mount ½ dome glass fixture with two LED bulbs
 - Utility Room (if applicable): One ceiling mount, 4’ “wrap around”, LED or Energy Efficient florescent fixture.
 - Kitchen: One ceiling mount, 4’ “wrap around”, LED or Energy Efficient florescent fixture.
 - Dining Room: One chandelier fixture. LED bulbs. Energy efficient.
 - Bathrooms: One wall mounted vanity fixture centered over sink and mirror. LED bulbs for energy efficiency.
 - Bathroom shower / tub locations: Install one recessed ceiling shower light over Master Bath shower and Hall Bathtub. Bulbs shall be LED. Each recess can light on a separate switch.
- Include ceiling fan / light combos for the following rooms: Living Room, All bedrooms. Include two switches for each fan: one for fan, one for light kit. Fans and light kits must be energy efficient with LED bulbs.
- Provide dedicated circuits for dishwasher, Microwave, Range, Air Handler and Condenser. Provide circuit and back splash located switch for disposal. Provide circuits for refrigerator, dryer, and washer. Circuit to water heater.
- Provide power to bath ventilation fans with separate switch.
- ***SITE SPECIFIC CONDITIONS: (Electric)***
 - ***Electrical service provided by FPL***

Prices shall be inclusive of all labor, materials, equipment and profit.

Contractor acknowledges addenda # _____ through # _____

Company Name and Signature: _____

Print name of person signing this scope: _____

Title of person signing this scope: _____