



DIAMOND SQUARE

REDEVELOPMENT AGENCY

65 Stone Street Cocoa,
FL 32922
(321) 433-8577 (phone)

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL PAINTING PROGRAM GUIDELINES AND APPLICATION



APPLICANT INFORMATION

Applicant/Name: Anita Gibson Drivers License # [REDACTED]

Home Address: 451 Stone Str Cocoa, FL 32922
Street City State Zip Code

Telephone: 407.914.1626 E-Mail: j1980nte@yahoo.com

Initial box:

☒ I am the building owner and have attached proof of ownership such as recorded deed or recent property tax bill.

Exterior Paint for Walls and Trim:

1584 square feet of home

Green Color Selection - Walls

white Color Selection - Trim

You must attach color photographs of the existing building showing all exterior sides of the building.

ACKNOWLEDGMENTS AND SIGNATURES

By signing and submitting this application, I attest and certify that and acknowledge that:

1. I/we have been provided a copy of and have read, understand and will comply with the Diamond Square Residential Paint Program Guidelines.
2. I certify that I am both the Applicant and Homeowner.
3. I/we understand the Home must be located in the Diamond Square Redevelopment Area to be eligible.
4. The Home has no existing code violations and the Home Owner is not named in any outstanding code enforcement liens.
5. I/we understand that the exterior of the Home will be pressure-washed by an approved contractor determined by the CRA before receiving the paint and paint supplies.
6. Upon application approval, the Applicant will consult with CRA staff and a representative from a CRA-approved paint supply company to determine what paint and supplies will be sufficient in order to complete an Industry-standard paint job.
7. I/we understand that work must commence on the project within 30 days of receipt of the paint and paint supplies. I/we understand that all work must be complete within 60 days of receipt of the paint and supplies.
8. I/we understand that the CRA will provide pressure washing, paint and paint supplies in an amount not to exceed \$1,000.00 to be used to paint the exterior residential structure listed on the application, and that I/we are responsible for labor and any other costs or overages.
9. I/we further understand that failure to comply with the Guidelines will result in ineligibility to participate in this Program.
10. I/we understand that the CRA's liability under this Program shall be solely limited to pressure washing and the purchase of paint and paint supplies in an amount not to exceed \$1,000.00.
11. I/we further understand that the CRA expressly disclaims any other liability, warranty or guarantee, express or implied, for the work completed by the applicant.
12. Upon completion of the project and final inspection by the CRA, I/we agree to execute an Affidavit of Completion with the CRA.
13. I/we understand that approval under this Program does not constitute a permit or approval of the City and that the Home Owner is responsible for obtaining such permits, if required, by the City or any other governmental entity.
14. I/we understand that the CRA does not discriminate on the basis of race, color, gender, age religion, national origin, marital status, sexual orientation, gender identity, or disability (protected characteristics) and will not tolerate any such discrimination by or against its employees or citizens utilizing CRA programs.
15. I/we understand that the presence of any lead-based paint and the abatement of such is the sole responsibility of the Applicant/Home Owner and the CRA disclaims any liability, warranty or guarantee, related to the presence of lead-based paint on the Building.
16. I/we understand that applications may be considered according to an " application cycle" established by the CRA.
17. I/we certify that all information in the application, and all information furnished in support of this application, is true and complete to the best of my/our knowledge and belief.
18. I/we understand that I/we have a continuing obligation to inform the CRA (in writing) of any changes to the information provided in this application.
19. I/We understand that verifications of this information may be obtained or made by the CRA.
20. If approved by the CRA Manager in Section V below, this application shall constitute a binding agreement between the CRA, the Applicant and the Building Owner.

[Signature]
Signature of Applicant/Home Owner

7/23/21
Date

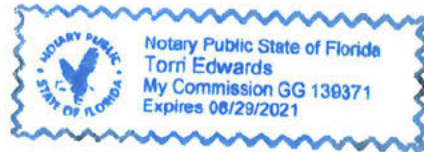
STATE OF Florida, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 23 day of July 2021,

by Florence Anita Gibson, who is personally known to me or who has produced

FL ID as identification.

Notary Public, State of Florida Affix Stamp



Torri Edwards

Return complete application by mail or in person to:
Diamond Square Community Redevelopment Agency
ATTN: DS Residential Paint Program
65 Stone Street
Cocoa, FL 32922

Prepared by:
Tom Stallard

State Title
300 West Fee Avenue Suite A
Melbourne, Florida 32901

File Number: A-43327

Special Warranty Deed

THIS SPECIAL WARRANTY DEED, made this May 2, 2014 A.D. By **HABITAT FOR HUMANITY OF BREVARD COUNTY, INC.**, a Florida nonprofit corporation, hereinafter called the grantor, to Anita Gibson and Coletia Gibson, as joint tenants with rights of survivorship, whose post office address is: 451 Stone Street, Cocoa, Florida 32922, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz:

Lot 1, Block 12, Amended Map of College Park, a subdivision according to the plat thereof recorded at Plat Book 5, Page 72, in the Public Records of Brevard County, Florida.

"Subject to the Habitat for Humanity of South Brevard, Inc. Repurchase Policy recorded herewith."

Subject to taxes and assessments for the current year and all subsequent years.
Subject to restrictions, easements, and covenants of record.
Subject to all applicable zoning rules and regulations.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

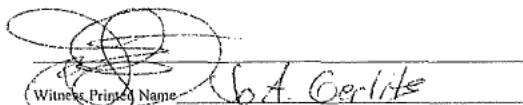
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31 of the current year.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

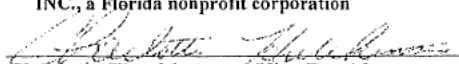
Signed, sealed and delivered in our presence:


Witness Printed Name: Sharon L. Greenleaf


Witness Printed Name: Coletia Gibson

State of Florida
County of Brevard

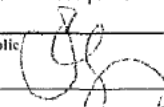
HABITAT FOR HUMANITY OF BREVARD COUNTY, INC., a Florida nonprofit corporation

 (Seal)
Charlotte Hutchinson as Vice President
Address: 4515 Babcock Street, Palm Bay, FL 32905

(Seal)
Address:

The foregoing instrument was acknowledged before me this May 2, 2014, by Charlotte Hutchinson as Vice President of Habitat for Humanity of Brevard County, Inc., who is/are personally known to me or who has produced driver's license as identification.



Notary Public
Print Name: 
My Commission Expires: _____

HABITAT FOR HUMANITY OF BREVARD COUNTY, INC.
REPURCHASE POLICY

WHEREAS, Owner has purchased the following described property (the "Property") from Habitat:

Lot 1, Block 12, Amended Map of College Park, a subdivision according to the plat thereof recorded at Plat Book 5, Page 72, in the Public Records of Brevard County, Florida.

AND WHEREAS, as a condition of said sale, Owner has agreed to grant to Habitat a first right of repurchase in the Property in the event that Owner desires to sell or otherwise dispose of the Property within twenty-five (25) years from the date hereof;

NOW THEREFORE, Seller and Owner agree as follows:

1. Owner hereby agrees that in the event owner desires to sell or otherwise dispose of the Property at any time prior to twenty-five years from the date hereof, the Owner must first offer to sell the Property to Habitat pursuant to the terms and conditions of this agreement.

2. Should Habitat elect to exercise its right of repurchase, the purchase price shall be determined as follows:

a. From the date of closing through the conclusion of the fifth (5th) year the purchase price to be paid by Habitat to the Owner shall equal the purchase price, plus the depreciated value of any improvements made by the Owner, less the outstanding loan balance of any loan to Owner by Habitat, less any costs of repairs (beyond those of normal wear and tear), less any other subordinate liens or encumbrances.

b. Beginning in the sixth (6th) year and ending at the conclusion of the tenth (10th) year, the purchase price to be paid to Owner by Habitat shall be the purchase price plus the depreciated value of any improvements made by the Owner plus one fourth (1/4) of any appreciated value (appreciated value shall be the purchase price subtracted from the appraised value of the Property as determined by an independent appraiser chosen by Habitat). This appreciated value is then added to the total amount paid toward the first mortgage.

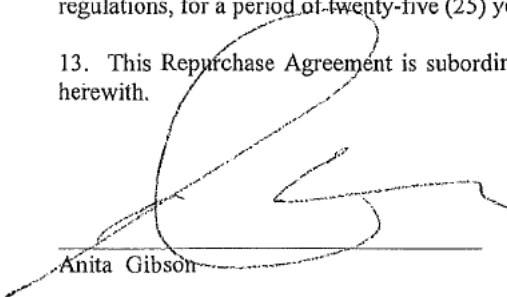
c. Beginning the eleventh (11th) year and ending at the conclusion of the fifteenth (15th) year, the purchase price is to be paid to Owner by Habitat shall be the purchase price plus the depreciated value of any improvements made by the Owner plus one half (1/2) of any appreciated value. This appreciated value is then added to the total amount paid toward the first (1st) mortgage.

d. Beginning the sixteenth (16th) year and ending at the conclusion of the twentieth (20th) year, the purchase price to be paid to Owner by Habitat shall be the purchase price plus the depreciated value of any improvements made by the owner plus three-fourths (3/4) of any appreciated value. This amount is then added to the total amount paid toward the first (1st) mortgage.

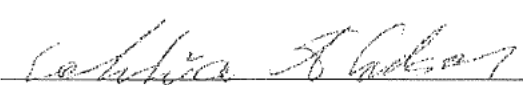
e. Beginning in the twenty-first (21st) and ending at the conclusion of the twenty-fifth (25th) year, the purchase price to be paid to Owner by Habitat shall be the purchase price plus the depreciated value of any improvements made by the Owner plus all the appreciated value. This amount is then added to the total amount paid toward the first (1st) mortgage.

3. For purposes hereof, "improvements" made by Owner shall be limited to permanent additions or equipment evidenced by paid receipts or other satisfactory evidence, all as determined by the sole discretion of Habitat, and shall not include maintenance or decorative or repair items.

4. Habitat shall have forty-five (45) days from receipt of written notice from Owner to exercise this option. The notice shall be sent by United States registered or certified mail, postage prepaid to the Habitat for Humanity of South Brevard office. This right of first refusal shall not be construed to impair the rights of foreclosure (if any) of Habitat on the Property. This right of first refusal shall automatically terminate twenty-five (25) years from the date hereof.
5. During the term of this agreement, Owner will not without the prior written consent of Habitat (which consent may be withheld for any reason or for no reason) create, assume or suffer to exist in respect of the Property, or any part thereof, any mortgage, lien, encumbrance or other instrument which secures the repayment of debt or performance of any obligation.
6. In the event that Habitat accepts the Offer under this agreement, the transaction shall close on or before sixty (60) days from the date of acceptance of the Offer.
7. All taxes and insurance escrows shall be prorated as of the day of closing.
8. It is the responsibility of the Owner to deliver clear title to the Property at the time of closing.
9. Habitat shall pay all closing costs (excepting liens and other encumbrances).
10. Any conveyance of the Property contrary to this Agreement shall be null and void. In the event of such a conveyance, Habitat shall have the option, at anytime within three (3) years of actual notice of such a conveyance, to purchase the property from the titleholder of record pursuant to the terms and conditions of this Agreement.
11. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, beneficiaries, personal representatives and assigns.
12. Habitat covenants that the Property will remain in the affordable housing stock, as outlined in applicable HUD regulations, for a period of twenty-five (25) years.
13. This Repurchase Agreement is subordinate to the Purchase Money Mortgage between the parties of the date herewith.



Anita Gibson



Coletia Gibson