

DRAFT



CITY OF FORT PIERCE PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, **FEBRUARY 9, 2021**, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Chairman Creyaufmiller introduced new Board member, Harold Albury, and Mr. Albury gave a brief overview of himself.

Present: Gloria Johnson-Scott; Bob Burdge; Marcia Baker; Nichelle Clemons; Harold Albury; Michael Broderick; Frank Creyaufmiller, Chairman

Staff Present: Jennifer Hofmeister, Planning Director
Tanya Earley, Assistant City Attorney
Shyanne Harnage, Economic Development Manager
Rebeca Guerra, Assistant Planning Director
Vennis Gilmore, Planner
Brandon Creagan, Planner
Alicia Rosenthal, Executive Assistant

Attendees: Marty Sanders, Ex-officio member, St. Lucie County School Board

4. CONSIDERATION OF ABSENCES

All Board members were in attendance.

5. APPROVAL OF MINUTES

- a. Minutes from the December 8, 2020 meeting

Motion was made by Marcia Baker, and seconded by Michael Broderick to approve the minutes from the December 8, 2020 meeting.

AYE: Marcia Baker, Nichelle Clemons, Harold Albury, Michael Broderick, Gloria Johnson-Scott, Bob Burdge, Chairman Frank Creyaufmiller

Passed

6. HEARING OF THE LOCAL PLANNING AGENCY

a. Future Land Use Map Amendment - Walsh Kings Highway - 2564 S. Kings Highway

Item 6a and 7d were presented together.

Mr. Creagan gave an overview of the applications and answered questions from the Board on city sewer and water and the proposed use.

Brad Currie, Applicant Representative, from Engineering, Design and Construction Inc., stated the city sewer and water will be extended and the surrounded uses are compatible with the proposed RV storage and flex space.

Motion was made by Marcia Baker, and seconded by Gloria Johnson-Scott to forward a recommendation of approval to the City Commission.

AYE: Nichelle Clemons, Harold Albury, Michael Broderick, Gloria Johnson-Scott, Bob Burdge, Marcia Baker, Chairman Frank Creyaufmiller

Passed

7. NEW BUSINESS

a. Annexation - Project Hurricane - 2398 Peters Road (2 Parcels)

Mr. Creagan gave an overview of the application and answered questions from the Board regarding any concerns expressed by members of the community.

Brad Currie, Applicant Representative, Engineering, Design and Construction, Inc., introduced himself and entertained any questions.

Motion was made by Michael Broderick, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission.

AYE: Harold Albury, Michael Broderick, Gloria Johnson-Scott, Bob Burdge, Marcia Baker, Nichelle Clemons, Chairman Frank Creyaufmiller

Passed

b. Text Amendment - Chapters 4 and 125: Sale of Alcoholic Beverages

Ms. Guerra provided an in depth review of the distance requirements for alcoholic beverage sales and C-6 zoning district alcohol sales.

Ms. Johnson-Scott expressed concerns with children walking the corridors to and from school, and Mr. Burdge asked why a formal statement was not provided by the police

department.

Ms. Hofmeister explained that the purpose of the text amendment is not to encourage bad types of development but to encourage redevelopment.

Chairman Creyaufmiller noted the City Commission prompted the Planning Department to look at the ordinance because the existing language was not working for the city.

Marty Sanders stated the St. Lucie County School Board looks at the distance to schools and the underlying zoning district. An overlay beyond the minimum distance will not make a fundamental difference on how the neighborhood reacts. Mr. Sanders highlighted that the Police and Code Enforcement departments will deal with the bad elements and the new language is not problematic and is consistent with Port St. Lucie and St. Lucie County.

Mr. Broderick commented that the current code has stymied progress in the commercial districts and prevented development in the Peacock Arts District and the Avenue D corridor. Mr. Broderick said the revised code is a great start.

Ms. Hofmeister stated the addition of C-6 zoning for alcohol sales is basically a clean up to the City Code.

Motion was made by Michael Broderick, and seconded by Marcia Baker to recommend approval to the City Commission.

AYE: Michael Broderick, Marcia Baker, Nichelle Clemons, Harold Albury, Chairman Frank Creyaufmiller

NAY: Gloria Johnson-Scott, Bob Burdge

Passed

c. Text Amendment - Chapter 125: Residential Construction & Nonconforming Lots

Ms. Guerra gave an overview of the text amendment and answered questions from the Board. Ms. Guerra stated the text amendment only effects legal non-conforming lots created by a plat or the lot had dimensions established prior to the zoning codes established by the City of Fort Pierce. She noted that the text amendment will open up the door for duplexes to be built by right and it allows for innovative, quality development in a smart, common sense manner.

Ms. Guerra answered questions from the Board on property owners asking for this change and the text amendment applying to existing buildings.

Mr. Broderick said the text amendment is a good idea because of the antiquated lots on South Beach and Avenue D.

Ms. Hofmeister highlighted that Design Review will be added to address architecture and the way structures sit on the site.

Ms. Johnson-Scott addressed concern with greater density on smaller lots.

Motion was made by Marcia Baker, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission.

AYE: Gloria Johnson-Scott, Bob Burdge, Marcia Baker, Nichelle Clemons, Harold Albury,
Michael Broderick, Chairman Frank Creyaufmiller

Passed

d. Rezoning - Walsh Kings Highway - 2564 S. Kings Highway

This items was moved to 7a and presented with item 6a.

Motion was made by Gloria Johnson-Scott, and seconded by Marcia Baker to forward a recommendation of approval to the City Commission.

AYE: Bob Burdge, Marcia Baker, Nichelle Clemons, Harold Albury, Michael Broderick,
Gloria Johnson-Scott, Chairman Frank Creyaufmiller

Passed

e. Conditional Use - Gateway Plaza Arcade - 2051 S. US Highway 1

Mr. Creagan provided an overview of the application and said the 2,000 square foot unit is in conjunction with the overall transformation of the Gateway Plaza. Mr. Creagan stated the application was received first in the lineup of arcade applications being presented at the Planning Board meeting.

Tod Mowery, Applicant Representative from Red Tail, provided a brief overview on the changes being made to update the Gateway Plaza.

No one spoke against the application.

Motion was made by Marcia Baker, and seconded by Michael Broderick to forward a recommendation of Approval for the Conditional Use with No New Construction to the City Commission with the following two (2) conditions:

1. Submit a Lighting Plan or Photometric Survey to the Building Department in accordance with City Code 125-325 (2)(h) that demonstrates compliance with the City's Lighting Code 125- 315(j). This shall be completed before the issuance of a Business Tax Receipt in accordance with City Code 125-325 (2)(h).
2. Submit a Landscape Plan in accordance with City Code 125-325 (2)(i) that demonstrates compliance with the City's Landscape Code 123-37. This shall be completed before the issuance of a Business Tax Receipt in accordance with City Code 125-325 (2)(i).

AYE: Marcia Baker, Nichelle Clemons, Harold Albury, Michael Broderick, Gloria
Johnson-Scott, Bob Burdge, Chairman Frank Creyaufmiller

Passed

f. Conditional Use - ACOR Recycling - 1121 Digiorgio Road

Mr. Gilmore gave an overview of the application and answered questions from the Board on noise levels, indoor processing, fumes, airborne debris, residential to industrial transition and buffering.

Ms. Hofmeister stated staff toured the facility and all processing is indoors and there is no noise or odors. She noted that the structure is far back from the neighborhood and the

applicant will be submitting a landscape plan.

Mr. Gilmore stated the applicant is adding large trees to the landscaping and there is a dense landscape buffer at the residential subdivision.

Fred Mussari, ACOR President, stated the operation is a pre-consumer food and beverage destruction facility and once the brand new products are de-packaged the recyclables are banded and shipped out on almost a daily basis. He said the dried food is made into cattle and hog feed pellets and the liquid food goes to either a compost facility, from waste to energy for anaerobic digestion or could be transported to the local municipality wastewater plant to be used as a food source. Mr. Mussari answered questions from the Board about odors, disruption, truck traffic and how the trucks will be accessing the site. He said that the equipment does not make a lot of noise and there are no emissions. He stated there will be 20 truckloads a day and they will not pass through the residential neighborhood.

Motion was made by Gloria Johnson-Scott, and seconded by Marcia Baker to forward a recommendation of approval with the following three (3) conditions:

1. Per City Code Section 123.-6. – Required Bond., Provide a completion certification by the landscape architect, a landscape cost estimate sheet, and a security bond, certified deposit (CD), cashier's check or a certified check upon a solvent local bank conditioned to secure 100 percent of the supply and installation cost of the landscaping improvements required. This must be provided prior to receiving Certificate of Occupancy.
2. All truck traffic must utilize Digiorgio Road and Oleander Avenue.
3. All storage must be under a covered structure.

AYE: Nichelle Clemons, Harold Albury, Michael Broderick, Gloria Johnson-Scott, Bob Burdge, Marcia Baker, Chairman Frank Creyaufmiller

Passed

g. Conditional Use - Palm Beach Career College (Nursing School) - 1905 S. 25th Street, Unit 103

Mr. Gilmore gave an overview of the application.

Dr. James Alouidor, Applicant, stated he is a trained medical doctor, who loves to educate people, especially ones that cannot get into a major college. Mr. Alouidor answered questions from the Board on the curriculum and how the school will be accredited. Mr. Alouidor stated the Licensed Practical Nurse (LPN) and Bachelor of Science in Nursing (BSN) license is new and not accredited yet and the Certified Nursing Assistant (CNA) and Home Health Aide (HHA) license are accredited at the Palm Beach school location.

Motion was made by Bob Burdge, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission.

AYE: Harold Albury, Michael Broderick, Gloria Johnson-Scott, Bob Burdge, Marcia Baker, Nichelle Clemons, Chairman Frank Creyaufmiller

Passed

h. Waiver of Distance - Triple Royal Arcade - 2061 S. US Highway 1

This item was presented with 7j.

Mr. Gilmore provided the Board with a handout from St. Lucie County Public Safety showing the number of events by nature at the shopping center.

Mr. Gilmore gave an overview of the application and answered questions from the Board on communities having two arcades in the same shopping center, impact comments from the police department, and the new right hand turn lane.

Mr. Broderick suggested that an overall landscape plan be looked at because there were landscaping challenges with the Wawa approval in the Gateway Plaza. He noted there was an arrangement with the property owner to add landscaping to other areas in the shopping center.

Mr. Gilmore stated the free standing parcel is a different owner than the shopping center.

Tod Mowery, Red Tail, stated the shopping center right hand turn lane will be 120 feet long by 20 feet wide and will not interfere with the bus shelter.

Reginal Sessions, Attorney, Applicant Representative, stated the arcade will be offering security the bulk of the hours the arcade is open.

Rod Waller, Sunrise City Construction, said that Port St. Lucie has a shopping center with two arcades. Mr. Waller stated the arcade will be moving into the old Payless shoe store, which has lighting and landscaping, and minimal construction is needed to accommodate the machines.

Ms. Baker suggested adding a charging station and Mr. Broderick said there is no conflict between the two arcades in the same center and it is a great way to re-purpose the facility.

Motion was made by Bob Burdge, and seconded by Marcia Baker to forward a recommendation of approval to the City Commission.

AYE: Michael Broderick, Gloria Johnson-Scott, Bob Burdge, Marcia Baker, Nichelle Clemons, Harold Albury, Chairman Frank Creyaufmiller

Passed

i. Conditional Use - Triple Royal Arcade - 2061 S. US Highway 1

Item 7h and 7i were presented together.

Motion was made by Marcia Baker, and seconded by Bob Burdge to forward a recommendation of approval to the City Commission with the following seven (7) conditions:

1. Per City Code 125-325. – Amusement Arcades and Arcade Amusement Centers.(2)(f): Amusement arcades or arcade amusement centers shall provide bicycle racks within enough stalls to accommodate one bicycle for each five game machines located within the premises. Bicycle racks shall be located as close as practical to the entrance of the facility and shall not be located in a manner that obstructs any entrances, exits, sidewalks, driveways, or parking areas. Install a bicycle rack with a minimum of 6 bicycle stalls.
2. Per City Code Section 125 . 325. – Amusement Arcades and Arcade Amusement

- (1)(f): Alcohol sales or consumption shall be prohibited in amusement arcades and arcade amusement centers.
3. Please adhere to City Code Section 125 – 325. – Amusement Arcades and Arcade Amusement.
 4. Per City Code Section 123.-6. – Required Bond., Provide a completion certification by the landscape architect, a landscape cost estimate sheet, and a security bond, certified deposit (CD), cashier's check or a certified check upon a solvent local bank conditioned to secure 100 percent of the supply and installation cost of the landscaping improvements required. This must be provided prior to receiving Certificate of Occupancy.
 5. Per City Per City Code 125-325. – Amusement Arcades and Arcade Amusement Centers.(2)(i): Landscaping must comply with requirements of the city's landscaping ordinance prior to the issuance of a business tax receipt.
 6. Per City Code 125-325. – Amusement Arcades and Arcade Amusement Centers.(2)(h): Lighting for parking lots must satisfy lighting requirements of section 125-315(g)(1) prior to the issuance of a business tax receipt. Commercial uses require a minimum average of two footcandles for parking areas.
 7. Per City Code 125-325. – Amusement Arcades and Arcade Amusement Centers.(1)(c): No arcade amusement center shall be located within 1,250 feet of another arcade amusement center. Such distance shall be measured from closest property line to closest property line. Approval of a Waiver of Distance Application from the Gateway Plaza Arcade, which is located at 2051 S. US Highway 1, must be approved prior to Conditional Use Approval.

AYE: Gloria Johnson-Scott, Bob Burdge, Marcia Baker, Nichelle Clemons, Harold Albury, Michael Broderick, Chairman Frank Creyaufmiller

Passed

j. **Conditional Use - Baker Dwelling Rental - 1577 Thumb Point Drive**

Ms. Hofmeister gave an overview of the application and answered questions from the Board regarding Code Enforcement citations and limit of two parking spaces.

Susan Baker, Owner, was called via telephone, and she answered questions from the Board on the property manager her primary residence, advertising the vacation rental, and living at the residence, . Ms. Baker stated she lives in Palm Beach.

Ms. Hofmeister stated the property manager must reside in St. Lucie County.

Jerry Walters, resident, spoke against the application and asked how Ms.Baker is going to live in the property and rent it out at the same time.

Tim Bankston, resident, spoke against the application, and said he does not want to live next door to a revolving motel and the application would put his quality of life at risk.

Terry Shafer, resident, spoke on behalf of Glynda Cavalcanti, resident, and provided a handout after she spoke. Ms. Cavalcanti said the rental will destroy the neighborhood, devalue the property and put her life at risk.

Terry Shafer, resident, spoke against the application and stated she made a complaint to Code Enforcement regarding weekend rentals in a single family neighborhood. She asked the Board to deny the application due to the safety hazard and health effects.

James Longstreet, resident, spoke against the application and stated the revolving door of

strangers is a Russian roulette situation in a low density neighborhood. He suggested a district be created for short term rentals.

Irving Shafer, resident, spoke against the application, and stated there were different people staying at the house every night of the week and the revolving door of strangers will increase crime.

Ross Crittenden, resident, spoke against the application, and stated he ask very little of the police and would appreciate not having motels in his neighborhood.

Susan Baker, stated she loves the community and is predominantly a resident in St. Lucie County. She stated she is not bringing in awful people to rent the house and she needs the income.

Board discussion ensued on how one adult and four children are going to live in the house with renters and that the property manager, Susan Baker, does not reside in St. Lucie County.

Board member Baker made a motion to deny the application because it is not compatible with the neighborhood or R-1 zoning and the existing Airbnb ads were from a few days to a week.

Chairman Creyaufmiller asked Ms. Earley to advise the Board on a motion for denial having substantial competent evidence.

Ms. Earley stated the Planning Board is an advisory Board, not a Quasi-Judicial Board, and the Board needs to take in the evidence and make a decision. Ms. Earley stated the City Commission ruling must be made and supported by competent substantial evidence. Ms. Earley articulated the motion for denial being there are significant doubts that the applicant could comply with condition #1 and the application is not compatible with the community. Ms. Earley said the issue to regulate the frequency of the rentals is up to the state legislature. She suggested to the Board that they further develop the record by how the use of the property effects the criteria.

Ms. Baker amended her motion.

Motion was made by Marcia Baker, and seconded by Michael Broderick to deny the application based on the record of the applicant not being able to meet condition #1: (The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce) and the owner refused to stop renting after being cited by Code Enforcement, and the use of a short term rental is a health, safety and economic hazard to the neighborhood.

AYE: Bob Burdge, Marcia Baker, Michael Broderick

NAY: Nichelle Clemons, Harold Albury, Gloria Johnson-Scott, Chairman Frank
Creyaufmiller

Failed

Ms. Baker's motion failed and Board discussion ensued on not being able to prove the items in the motion.

Chairman Creyaufmiller read a direct quote from Pete Sweeney regarding having competent substantial evidence for a recommendation of denial.

Motion was made by Michael Broderick, and seconded by Marcia Baker to deny the application with the testimony from the applicant that she does not reside in St. Lucie County so the property manager is not in compliance.

AYE: Bob Burdge, Marcia Baker, Nichelle Clemons, Harold Albury, Michael Broderick, Gloria Johnson-Scott, Chairman Frank Creyaufmiller

Passed

k. Conditional Use - Readler Dwelling Rental -1182 Binney Drive, Unit B

Ms. Hofmeister gave an overview of the application and answered questions from the Board on the parcel being a single family dwelling, and only one unit being rented.

Jane Land, Property Manager, stated the owner visits twice a year for 4-6 weeks. She clarified that this will be a seasonal rental never less than 30 days. Ms Land asked if a boat with a trailer counts toward the two vehicle restriction.

Motion was made by Marcia Baker, and seconded by Michael Broderick to forward a recommendation of approval to the City Commission with the following five (5) conditions:

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than two (2) vehicles per unit.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.

AYE: Marcia Baker, Nichelle Clemons, Harold Albury, Michael Broderick, Gloria Johnson-Scott, Bob Burdge, Chairman Frank Creyaufmiller

Passed

l. Site Plan - Crossroads Industrial - Parcel ID 2325-122-0002-000-3

This item was moved to 7h.

Mr. Creagan stated the subject site is approximately 129.52 acres of vacant land and the applicant is proposing to build a 1,133,000 square foot warehouse that can be designed as either one (1) building for a single user or two (2) separate buildings for two (2) separate users. Mr. Creagan answered questions from the Board on up lighting, proposed tenants, traffic mitigation, signage, number of jobs and the location of the second building.

Ms. Hofmeister stated that an outside consultant reviews large development projects and the traffic mitigation will be handled at the building permit stage, so it will not delay development.

Mr. Creagan clarified that if there were two buildings, the large building would be split in two and additional parking would be added.

Josh Nichols, from Schmidt Nichols, representing the Silverman Group, showed a PowerPoint presentation and highlighted how the Silverman Group is a good partner for the city and the site is perfect because of the access to the Turnpike and I-95. Mr. Nichols said the proposed warehouse will look like an office building in an industrial sector. Mr. Nichols added that approximately 150 - 200 employees will be hired, depending on the ultimate tenant. Mr. Nichols stated each building would be 550,505 square feet with parking in the middle for both buildings or one building with 1 million square feet with 47 acres capped for preservation.

Peter Tesch, President of St. Lucie County EDC, stated this is a significant project for the City of Fort Pierce that will create sustainable jobs for St. Lucie County. Mr. Tesch showed the Economic Impact Analysis of new construction and new jobs.

Motion was made by Bob Burdge, and seconded by Marcia Baker to forward a recommendation of approval to the City Commission subject to three (3) conditions:

1. The applicant shall provide architectural up lighting along the facades of the building(s) facing I-95 and Florida's Turnpike. The same architectural lighting shall be provided along the north facade of the building(s) in the areas not utilized for bay doors/loading. The applicant shall provide details of the lighting program at the time of building permit review.
2. After a minimum of six (6) months of full operation of this project site, the applicant should update the trip generation, trip distribution and level of service to verify the assumptions provided as part of this traffic study at the time of approval. If discrepancies are detected, the updated study should provide mitigation measures if needed. The updated study should be submitted to St Lucie County for review.
3. The Airborne Mountain Bike Club shall be able to maintain their club and trails within the South Florida Water Management (SFWMD) District Conservation Easement per their existing agreements with either SFWMD and or the property owner.

AYE: Nichelle Clemons, Harold Albury, Michael Broderick, Gloria Johnson-Scott, Bob Burdge, Marcia Baker, Chairman Frank Creyaufmiller

Passed

m. Disposal of Surplus Property - 1207 Avenue L - 2404-801-0055-000-5

Ms. Harnage explained the purpose of disposal of surplus property is to get the property back on the tax roll for redevelopment since there is no municipal purpose for the property. Ms. Harnage stated the respondent scores are obtained by determining what is being done, how soon, economic impact and the value of improvements.

Ms. Harnage stated that the appraisal for 1207 Avenue L came in at \$45,000 and the property is currently in fair/uninhabitable condition.

Motion was made by Michael Broderick, and seconded by Gloria Johnson-Scott to forward a recommendation of approval to the City Commission.

AYE: Harold Albury, Michael Broderick, Gloria Johnson-Scott, Bob Burdge, Marcia Baker, Nichelle Clemons, Chairman Frank Creyaufmiller

Passed

n. **Disposal of Surplus Property - Cortez Boulevard - 2421-500-0060-000-2**

Ms. Harnage said this is a beautiful lot with lots of Oak trees and the city only received one response from the neighboring property owner, who has been maintaining the property for 25 years and would use the property for family use and possibly build a home for his grandchildren.

Chairman Creyaufmiller highlighted the bidder fit the City Commission description outline for disposing of surplus property. The chairman noted the bid was for more than the property value of \$35,000.

Ms. Harnage explained that they are unable to negotiate the price and Ms. Baker suggested the city refund the respondent the difference.

Motion was made by Marcia Baker, and seconded by Michael Broderick to forward a recommendation of approval to the City Commission.

AYE: Michael Broderick, Gloria Johnson-Scott, Bob Burdge, Marcia Baker, Nichelle Clemons, Harold Albury, Chairman Frank Creyaufmiller

Passed

o. **Disposal of Surplus Property - S. 11th Street - 2409-826-0005-000-2**

Ms. Harnage stated the property abuts Goodwin Park and the respondent will build either a single family home or duplex rental in 1 1/2 years.

Motion was made by Bob Burdge, and seconded by Marcia Baker to forward a recommendation of approval to the City Commission.

AYE: Gloria Johnson-Scott, Bob Burdge, Marcia Baker, Nichelle Clemons, Harold Albury, Michael Broderick, Chairman Frank Creyaufmiller

Passed

8. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

9. **DIRECTOR'S REPORT**

Ms. Hofmeister gave an update on the Vacation Rental Committee. She said Rebeca Guerra and Mr. Broderick will be chairing the committee and the property manager spot is still open. Ms. Hofmeister provided a tentative schedule with a presentation to the Planning Board over the summer.

a. **Proposed Meeting Date Change - 2nd Monday of the Month - 2:00 PM**

Mr. Burdge stated he a conflict with another meeting on the 2nd Monday of the month and may have to leave early.

Motion was made by Gloria Johnson-Scott, and seconded by Nichelle Clemons to move the Planning Board meeting time to 2 PM on the 2nd Monday of each month.

AYE: Bob Burdge, Marcia Baker, Nichelle Clemons, Harold Albury, Michael Broderick,
Gloria Johnson-Scott, Chairman Frank Creyaufmiller

Passed

10. BOARD COMMENTS

Chairman Creyaufmiller stated the drafted proposals for home rule are being voted on Wednesday, February 10, 2021 and he would like to get updates on the vote from Ms. Earley. Ms. Earley stated she would provide updates on the vote to Ms. Hofmeister.

Ms. Earley said she will not be a member of the Vacation Rental committee. Mr. Broderick stated that the legal department will be drafting the Short Term Rental ordinance that will go to Conference Agenda, Planning Board and then City Commission for approval.

Chairman Creyaufmiller asked Ms. Earley how City Code Chapter 22 turned into Chapter 125. Ms. Earley stated a complete overhaul of the code was done in the summer of 2020.

Mr. Broderick commented that the no on-street parking short term rental Conditional Use discussion at the January 19, 2021 City Commission meeting was convoluted and the City Commission did not grasp the Planning Board's added condition. Mr. Broderick explained that you can't have 12 people staying at a two bedroom rental with four parking spots and the other people parking on the street. This purpose of the condition was to prevent multiple renters at a two bedroom unit.

Ms. Baker said legal on street parking helps the community, visitors and the residents.

11. ADJOURNMENT

COMMUNICATIONS

Number of Events by Nature

Nature	# Events
<<No Nature Entered>>	48
ALTERED CONCIIOUSNESS L3	1
ALTERED CONSCIOUSNESS L2	1
ANIMAL COMPLAINT	1
ARMED ROBBERY	1
ASSAULT L3	3
ASSAULT L4	3
ASSIST OTHER AGENCY	9
ASSIST TO MOTORIST	33
ATTEMPT TO CONTACT	2
BEHAVIORAL L3	2
BEHAVIORAL L4	1
BRUSH FIRE L3	2
BURGLARY ATTEMPT	1
CAR FIRE L1	4
CARDIAC PROBLEM L2	2
CARDIAC PROBLEM L3	1
CHILD ABUSE	1
CIVIL MATTER	1
CIVIL PAPERS	1
CLOSE PATROL	42
CONDUCT INVESTIGATION	24
COVID-19 RELATED CALL	1
DIABETIC L3	2
DISTURBANCE	9
DISTURBANCE IN PROGRESS	13
DOMESTIC TROUBLE	5
DRUNK OR IMPAIRED DRIVER	1
DRUNK PEDESTRIAN	1

*Certified under penalty of perjury that
 the attached documents are true and
 accurate copies of records for the
 St. Lucie County Public Safety/911*

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 the attached documents are true and
 accurate copies of records for the
 St. Lucie County Public Safety/911.*

Nature	# Events
ENVIRONMENTAL ILLNESS L3	4
FALL L2	2
FALL L3	4
FIGHT	3
FLAGDOWN	10
FOOT PATROL OR PARK AND WALK	30
FORT PIERCE CITY ORDINANCE	1
FRAUD OR EMBEZZLEMENT	5
HANG UP OR NO VOICE CALL	9
HIT AND RUN	10
IDENTITY THEFT	1
INFORMATION	2
LARCENY	13
MISC TRAFFIC COMPLAINT	21
MISSING PERSON RUNAWAY	1
MOTOR VEHICLE CRASH L1	49
MOTOR VEHICLE CRASH L2	1
MOTOR VEHICLE CRASH L3	2
MOTOR VEHICLE CRASH L4	2
MVC FLIGHT CRITERIA	6
NARCOTICS CASE	3
OBSCENE OR HARRASSING CALLS	2
OBSTRUCTION IN ROAD	10
OD OR POISONING L2	2
OPEN DOOR OR WINDOW	1
PHONE MESSAGE	7
PREMISE ALARM	14
RADAR DETAIL	2
RECKLESS DRIVER	55
RECOVERED PROPERTY	3
RESPIRATORY L2	2
SEIZURE L1	1

*Certified under penalty of perjury that
the attached documents are true and
accurate copies of records for the
St. Lucie County Public Safety/911*

Nature	# Events
SEIZURE L2	2
SEIZURE L3	2
SHOOTING ACTIVITY	2
SICK L3	1
SICK L4	6
STOLEN AUTO	1
STRONGARM ROBBERY	2
SUICIDE THREATS WITHOUT INJ	1
SUSPICIOUS INCIDENT	5
SUSPICIOUS PERSON	89
SUSPICIOUS VEHICLE	8
TRANSPORT OR ESCORT	2
TRAUMA L4	3
TRESPASSING COMPLAINT	5
UNCONSCIOUS L1	2
UNKNOWN L2	15
UNKNOWN L3	4
UNWELCOME PERSON	18
VEHICLE ACCIDENT NO INJ	54
VEHICLE OR TRAFFIC STOP	286
Total	1002

*Certified under penalty of perjury that
the attached documents are true and
accurate copies of records for the
St. Lucie County Public Safety/911*

Dear board members of the Fort Pierce Planning Board,

As a resident of Thumb point since the 80's I beg you to not allow the Issue of a conditional use permit for 1577 Thumb Point Drive.

We have tried to introduce ourselves to Mrs. Baker, but she is never there. We have only encountered renters when going to her home. Mrs. Baker listed her home on vacation rental sites shortly after buying. She did not make herself aware of local law or she ignored them until contacted by code enforcement. It appears that this home was purchased to be rented. Renters were still there after we contacted code enforcement.

The neighborhood of Thumb Point was established in the mid 50's. It was and has remained a single family neighborhood. We bought in this neighborhood knowing that the density would be low and we would get to know our neighbors and our neighborhood. We watch out for each other in Thumb Point. This is not A!A with many multi family dwellings and rentals nor Seaway Drive. Our neighborhood is one horsehoe.

If our neighborhood turns into commercial property with unregulated mini motels we will loose our safety net of "who should be where!" We will loose the quiet that our neighborhood has afforded us. We will constantly be stressed out as to "who will be here this weekend" will there be loud noise, garbage everywhere...cars parked in the streets... will I have to call the police again when they should have better things to do!

Allowing this type of rental in our neighborhood threatens the safety and well being of our very well loved Thumb Point. Please do not approve this application or those to follow. Please help us stand up for "local Rule" not letting Tallahassee take that from us. You, this planning board are our voice to the commissioners.

Dear board members of the Fort Pierce Planning Board,

As a resident of Thumb point since the 80's I beg you to not allow the Issue of a conditional use permit for 1577 Thumb Point Drive.

We have tried to introduce ourselves to Mrs. Baker, but she is never there. We have only encountered renters when going to her home. Mrs. Baker listed her home on vacation rental sites shortly after buying. She did not make herself aware of local law or she ignored them until contacted by code enforcement. It appears that this home was purchased to be rented. Renters were still there after we contacted code enforcement.

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From: terry travelandfishing.com
terry@travelandfishing.com

Subject: House Listed as
Vacation rental

Date: Nov 12, 2020 at 11:37:08 PM

To: Peggy Arraiz parraiz@city-
ftpierce.com

Hello Peggy,

**Peggy on Airbnb there is a house at 1577
Thumbpoint Dr that is listed as a rental
for short term.**

**When I realize this house was listed it
was the day after I had attended the
planning board meeting concerning
1507 Thumb Point Dr.**

**I called planning and ask if there's been a
permit issued for this home and they
said no. I am attaching the photographs**

from the Airbnb page I even tried to book it which I took a picture of and it would let me book it for two days up to 10 or more.

I know that you were out until Monday and I will talk to you at that time I just wanted to go ahead and send this email to you.

At the planning board meeting many of us showed up from Thumb Poin and most all of us showed up from Faber Avenue and Faber Court.

We obviously do not want this to start in our neighborhood as we feel like it will affect the quality of our lives and our safety. I have read the rules written by the state and I don't know that we're going to be able to stop this but I'm willing to do everything that I can to try. I know as in all things once you have one it's much easier to have others.

In speaking with the planning department this house has not complied and I would like for you to check it out

please. Thank you Peggy.

Regards,

**Terry W. Shafer
All About Travel
200 South Indian River Dr.
Suite 307
Ft Pierce, Fl. 34950
772 979 0986**

Entire house hosted by Susan
6 guests · 3 bedrooms · 4 beds · 2 baths

Susan's bed?

Entire home
You'll have the house to yourself.

Enhanced Clean
This host committed to Airbnb's 5-step enhanced cleaning process. [Learn more](#)

Cancellation policy
Add your trip dates to get the cancellation details for this stay.

House rules
The host doesn't allow parties or smoking. [Get details](#)

\$153 / night

CHECK-IN	CHECKOUT
Add date	Add date
GUESTS 1 guest	

Check availability

[Report this listing](#)

[Photos](#) | [Amenities](#) | [Reviews](#) | [Location](#)

View all 07 amenities

6 nights in Fort Pierce

Nov 15, 2020 - Nov 21, 2020

November 2020							December 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6	7	8	9	10	11	12	13
14	15	16	17	18	19	20	21	22	23	24	25	26	27

[PASLC-15284-202....pdf](#) | [PASLC-15284-202....pdf](#)

Type here to search

\$156 / night

CHECK-IN	CHECKOUT
11/15/2020	11/21/2020
GUESTS	
1 guest	

Reserve

You won't be charged yet

- \$156 x 6 nights \$933
- Cleaning fee \$125
- Service fee \$149
- Occupancy/taxes and fees \$74

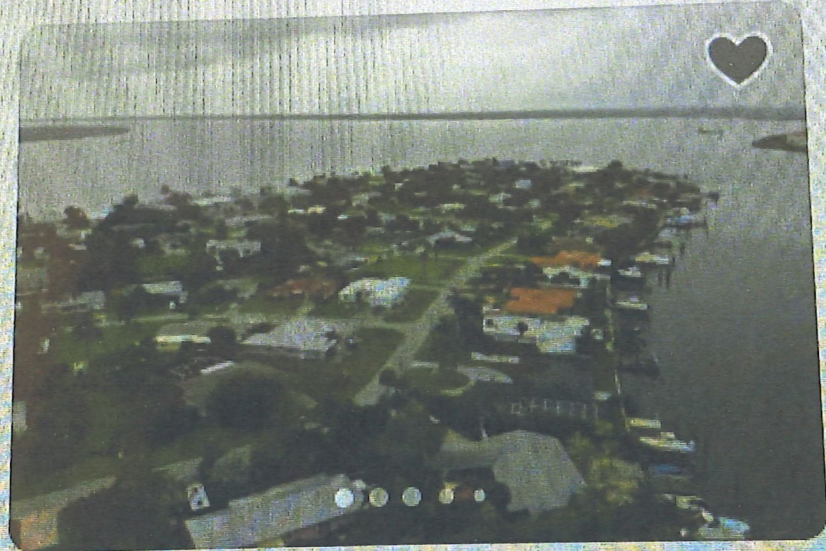
Selected map area | Add dates | Add guests

stay nearby

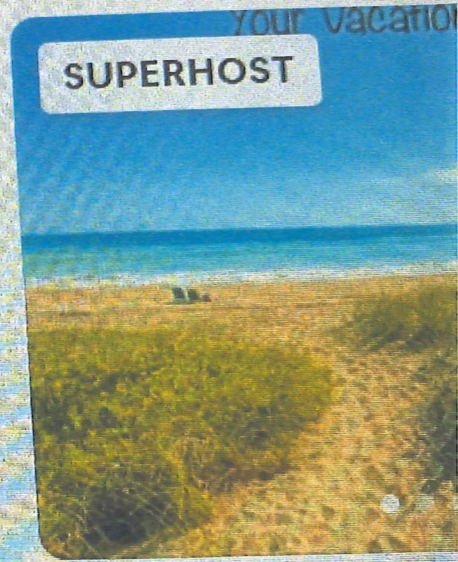
are just outside the current map area



Fort Pierce
at Kept Secr...



★ New
Entire house · Fort Pierce
Cozy Luxury Beach House
\$153 / night



★ 5.0 (15)
Entire condominium
Your Vacation Aw
\$100 / night

[Photos](#) | [Amenities](#) | [Reviews](#) | [Location](#)

View all 37 amenities

6 nights in Fort Pierce

Nov 15, 2020 - Nov 21, 2020

November 2020							December 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26

[PASLC-15284-202....pdf](#) | [PASLC-15284-202....pdf](#)

Type here to search

\$156 / night

CHECK-IN	CHECKOUT
11/15/2020	11/21/2020
GUESTS	
1 guest	

Reserve

You won't be charged yet

- \$156 x 6 nights** \$933
- Cleaning fee \$125
- Service fee \$149
- Occupancy taxes and fees \$74

Dear Board Members of the Ft Pierce Planning Department:

I ask you to vote no on the conditional use for the home at 1577 Thumb Point Dr. The house has already been advertised since it was bought in September, 2020 on VRBO and has had overnight renters in it on numerous occasions. This was reported to Code Enforcement. In addition, the applicant affirmed that the house would be used as Principal Residence pursuant to the loan covenants on page 5 of 10 in the mortgage documents (see attached).

Ms. Baker, the owner of the house, resides at 13575 Callington Dr Wellington, FL for which home she has homestead exemption. Therefore, she is in violation of her loan covenants.

Finally Thumb Point is a NEIGHBORHOOD. It is not Seaway Dr where there are a lot of commercial facilities. People bought into the NEIGHBORHOOD so they could have a NEIGHBORHOOD community, not a commercial enterprise.

The question is do you want all the NEIGHBORHOODS of S Beach to become nothing more than mini motels? You will destroy the neighborhoods, particularly Thumb Point in this case, to give a mini motel license to someone who has already broken City ordinances by not having conditional use, and affirmed something on her loan documents that is clearly not true.

You will have devalued our properties, put us at risk with unknown individuals moving in and out on a daily basis and taken away our NEIGHBORHOOD.

Please let us know if this is what you want for Ft Pierce.

Thank you,



Glynda Cavalcanti
1503 Faber Ct
Ft Pierce, FL 34949

Property Detail

Location Address 13575 CALLINGTON DR
 Municipality WELLINGTON
 Parcel Control Number 73-41-44-09-01-003-0120
 Subdivision GREENVIEW SHORES NO 1 OF WELLINGTON
 Official Records Book 29453 Page 892
 Sale Date NOV-2017
 Legal Description GREENVIEW SHORES NO 1 OF WELLINGTON LOT 12 BLK 3

Owner Information

Owners
 BAKER SUSAN

Mailing address
 13575 CALLINGTON DR
 WELLINGTON FL 33414 8578

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
NOV-2017	\$10	29453 / 00892	QUIT CLAIM	BAKER SUSAN
JUL-2017	\$376,000	29221 / 00986	WARRANTY DEED	BAKER SUSAN L &
OCT-2016	\$240,000	28664 / 01211	WARRANTY DEED	CAPITAL DREAM TEAM MORTGAGE INVESTMENTS
NOV-2005	\$515,000	19577 / 00051	WARRANTY DEED	NAZON DOMINQUE Y &
APR-1999	\$26,500	11094 / 00741	WARRANTY DEED	
JUL-1988	\$14,000	05740 / 00013	WARRANTY DEED	
DEC-1985	\$7,115,100	04741 / 01646	WARRANTY DEED	

Exemption Information

Applicant/Owner	Year	Detail
BAKER SUSAN	2021	HOMESTEAD
BAKER SUSAN	2021	DISABLED VETERAN
BAKER SUSAN	2021	QUALIFIED EXEMPTION

Property Information

Number of Units 1
 *Total Square Feet 3678
 Acres 0.2657
 Use Code 0100 - SINGLE FAMILY
 Zoning PUD/AR - PUD/AGRICULTURAL RESIDENTIAL (73-WELLINGTON)

Appraisals

Tax Year	2020	2019	2018
Improvement Value	\$306,967	\$318,886	\$300,807
Land Value	\$80,000	\$80,000	\$82,344
Total Market Value	\$386,967	\$398,886	\$383,151

All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2020	2019	2018
Assessed Value	\$310,611	\$303,628	\$297,967
Exemption Amount	\$140,654	\$140,654	\$140,654
Taxable Value	\$169,957	\$162,974	\$157,313

Taxes

Tax Year	2020	2019	2018
Ad Valorem	\$3,401	\$3,296	\$3,098
Non Ad Valorem	\$538	\$540	\$540
Total tax	\$3,939	\$3,836	\$3,638

When recorded, return to:
Homebridge Financial Services, Inc.
Attn: Final Document Department
433 Hackensack Avenue, 5th Floor
Hackensack, NJ 07601

This document was prepared by:
Homebridge Financial Services, Inc.
433 Hackensack Avenue, 5th Floor
Hackensack, NJ 07601
201-498-9300

Escrow No.: FL20183151
LOAN #: 83298521

[Space Above This Line for Recording Data]

CASE #: 17-17-6-2148871

St. Lucie Title Services, Inc.
800 Virginia Ave., Ste 47
Fort Pierce, FL 34982

MORTGAGE

MIN 1002882-0200439374-3

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated September 21, 2020, together with all Riders to this document.

(B) "Borrower" is SUSAN L BAKER, SINGLE WOMAN.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Homebridge Financial Services, Inc., dba FinanceMyHome.com.

Lender is a Corporation, organized and existing under the laws of New Jersey. Lender's address is 194 Wood Ave., South, 9th Floor, Iselin, NJ 08830

(E) "Note" means the promissory note signed by Borrower and dated September 21, 2020. The Note states that Borrower owes Lender THREE HUNDRED TWENTY SIX THOUSAND AND NO/100* ***** Dollars (U.S. \$326,000.00) plus Interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2050.



LOAN #: 83298521

- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> V.A. Rider
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	
<input type="checkbox"/> Other(s) [specify]		

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County of St. Lucie

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 2401-605-0105-000-0

which currently has the address of 1577 Thumb Point Drive, Fort Pierce,

[Street] [City]

Florida 34949 ("Property Address")
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security



LOAN #: 83298521

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay



LOAN #: 83298521

to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an Institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an Institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds,



whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance



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coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either



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to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entitles or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.



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As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's Interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).



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Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

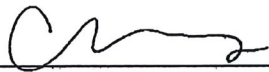
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

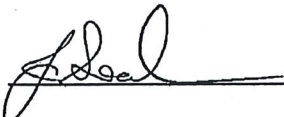
24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.


25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:


Charlotte M. Walters
~~Susan L. Baker~~
Printed Name


Judy Seaborn
Printed Name


SUSAN L. BAKER
13575 Callington Drive
Wellington, FL 33414

9/21/2020 (Seal)
DATE



LOAN #: 83298521

State of FLORIDA

County of ST LUCIE

The foregoing Instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of September, 2020 by SUSAN L. BAKER, who is/are personally known to me or who has/have produced driver license as Identification.

Signature

[Handwritten Signature]
Charlotte M. Walters

Printed Name

Notary

Title or Rank

GG 921080

Serial Number (if any)



Lender: Homebridge Financial Services, Inc., dba FinanceMyHome.com
NMLS ID: 6521
Loan Originator: Monir Mamoun
NMLS ID: 1854262



Exhibit "A"

Lot 1, Block 7, Thumb Point, according to the Plat thereof as recorded in Plat Book 10, page(s) 79, of the Public Records of St. Lucie County, Florida.

LOAN #: 83298521
CASE #: 17-17-6-2148871
MIN: 1002882-0200439374-3

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 21st day of September, 2020, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Homebridge Financial Services, Inc., dba FinanceMyHome.com

(herein "Lender")

and covering the Property described in the Security Instrument and located at
1577 Thumb Point Drive
Fort Pierce, FL 34949

VAGUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

LATE CHARGE: At Lender's option, and as allowed by applicable state law, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans



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Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.



SUSAN L. BAKER

9/21/2020 (Seal)

DATE

