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2009 SEP 15 AM 10:32

RISCILLA A. THOMPSON  
CITY CLERK  
CITY OF MIAMI, FL

AFFIDAVIT OF CANDIDATE

CITY OF MIAMI, FLORIDA

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )  
CITY OF MIAMI )

David Chiverton (hereinafter "affiant"), being first duly sworn, deposes and says:

1. My name is David Chiverton.
2. For those candidates seeking the office of Mayor, please check the appropriate subsection (a) below. Those candidates seeking the office of Commissioner please check and fill in the blank in subsection (b) below:
  - (a) I am offering myself as a candidate for the office of Mayor of the City of Miami, Florida. If elected, I fully understand that I must maintain an actual and real residence within the City of Miami for the duration of my term of office.
  - (b) I am offering myself as a candidate of the office of Commissioner in District Number 5 of the City of Miami, Florida. If elected, I fully understand that I must maintain an actual and real residence within the district for the duration of my term of office.
3. I have resided in the City of Miami for a minimum of one year before qualifying if applying for Mayor, and one year in the district if applying for the Commission, and I am a registered voter and a duly qualified elector of the City of Miami, Florida, presently registered to vote in precinct No. 522.

I presently reside at the following address (must include zip code):

946 NW 46th ST Miami, FL 33127  
which is my legal address, and I have resided continually at said address from the 15 day of May 1996 to the present.

4. Immediately prior to residing at the above-stated address, I have resided at the hereinbelow listed addresses for the cited periods of time (list hereinbelow all addresses at which you have resided for the past five years, as well as the length of time at each address):

Prior Addresses	For the Period
<u>N/A</u>	

5. In addition to the residence that I have listed as my present address, I also reside at the following listed addresses on a temporary basis as a secondary domicile or domiciles:

N/A

6. Affiant's spouse resides at the following address: (must include city, state and zip code)

946 NW 46th ST Miami, FL 33127

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DISCUSSION  
CITY CLERK  
CITY OF MIAMI  
JOHNSON

7. Affiant's minor children reside at the following address: (must include city, state and zip code)

946 NW 46 STREET Miami FL 33127

8. At the present time, affiant (is) (is not) registered to vote in any city, county or state other than as stipulated in subparagraph 3 above.

9. Name and business address of affiant's employer:

Miami/Miami-Dade Weed & SEED (Dept. of Justice Initiative)  
100 NE 84 STREET Miami FL 33138

10. Affiant's occupation: Chief Executive Officer.

11. Affiant has been employed in the above-cited capacity for the following period of time:

3 YEARS

(Note: In the event the occupation of affiant has been for a period of less than one year, or the employment period with the same employer has been for a period of less than one year, affiant shall give the name(s) and address(es) of his/her employer(s) and occupation(s) for the period of one year prior to the date of this affidavit).

N/A.

12. Affiant represents that he/she (is) (is not) currently holding another elective or appointive office – whether city, county or municipal – the term of which or any part thereof runs concurrently with that of the office he/she seeks, and that he/she has resigned from any office from which he/she is required to resign pursuant to F.S.99.012 and/or the City of Miami Charter.

13. Affiant represents that, as of this date he/she (is) (is not) seeking to qualify for public office which is currently held by an officer who has authority to appoint, employ, promote, or otherwise supervise him/her and who has qualified as a candidate for reelection to that office. (Note: If affiant is an employee of the City of Miami (other than city manager, city attorney, independent auditor general or city clerk) or member of a city board of the City of Miami, Florida (other than a city commissioner or mayor), affiant in the case of an employee shall take a leave of absence, without pay from his/her employment during the period in which affiant is seeking election to public office or in the case of a board member such member shall resign and such leave of absence or resignation to be effective upon whichever occurs first:

- (a) such employee or board member receives contributions or makes expenditures, or gives her or his consent for any other person to receive contributions or make expenditures, with a view to bringing about his or her nomination or election to public office; or
- (b) at the time such employee or board member appoints a campaign treasurer and designates a primary depository; or
- (c) at the time such employee or board member files qualification papers and subscribes to a candidates oath as required by law.

The definition of "city board" is found in Section 2-882 of the Miami City Code.

14. Affiant's campaign headquarters address and telephone number:

PO Box 370036 Miami FL 33137

Affiant's campaign treasurer's name:

Lu Angela Thomas

\*Affiant's campaign treasurer's address:

8730 NW 35<sup>th</sup> CT Miami FL 33147

Telephone numbers: (work) \_\_\_\_\_

(home) 786.879.4866

\*[A Campaign Treasurer or Deputy Treasurer shall be a registered voter in the State of Florida.]

15. Affiant represents that, if elected, he/she shall serve in the elective office to which he/she seeks election.

16. Following is the exact way in which affiant would like to have his/her name printed on the official ballot:

David Chiverton

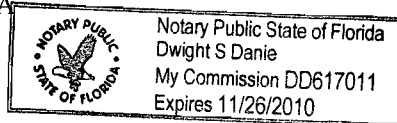
SIGNED THIS 15<sup>th</sup> DAY OF September, 2009

[Signature]  
AFFIANT

BEFORE ME, the undersigned authority, personally appeared David Chiverton who, after first being duly sworn, deposes and states that he executed the foregoing to the best of his knowledge and belief.

[Signature]  
CITY CLERK,  
CITY OF MIAMI, FLORIDA

(SEAL)



\_\_\_\_\_ Did take an oath

Produced identification

Type of identification produced: Diana's License C-163-160-64-217-0

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SCILLA A. THOMPSON  
CITY CLERK  
CITY OF MIAMI, FL

FINANCIAL INTERESTS

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Please print or type your name, mailing address, agency name, and position below:

LAST NAME -- FIRST NAME -- MIDDLE NAME :  
 CHIVERTON, DAVID

MAILING ADDRESS :  
 946 NW 46TH ST

MIAMI 33127 MIAMI DADE

CITY : ZIP : COUNTY :  
 City of Miami 33127 MIAMI DADE

NAME OF AGENCY :  
 Commissioner DISTRICT 5

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

FOR OFFICE USE ONLY  
 2009 SEP 15 AM 10:32

PRISCILLA A THOMPSON  
 CITY CLERK  
 CITY OF MIAMI, FL

ID No.  
 Conf. Code  
 P. Req. Code

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

CHECK ONLY IF  CANDIDATE OR  NEW EMPLOYEE OR APPOINTEE

**\*\*BOTH PARTS OF THIS SECTION MUST BE COMPLETED\*\***

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR THE PRECEDING TAX YEAR, WHETHER BASED ON A CALENDAR YEAR OR ON A FISCAL YEAR. PLEASE STATE BELOW WHETHER THIS STATEMENT IS FOR THE PRECEDING TAX YEAR ENDING EITHER (check one):

DECEMBER 31, 2008 OR  SPECIFY TAX YEAR IF OTHER THAN THE CALENDAR YEAR: \_\_\_\_\_

MANNER OF CALCULATING REPORTABLE INTERESTS:

THE LEGISLATURE ALLOWS FILERS THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). PLEASE STATE BELOW WHETHER THIS STATEMENT REFLECTS EITHER (check one):

COMPARATIVE (PERCENTAGE) THRESHOLDS OR  DOLLAR VALUE THRESHOLDS

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person]

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY
Miami/Miami-Dade <sup>West</sup> Dept. of Justice Initiative	100 NE 84 ST Miami FL 33139	

PART B -- SECONDARY SOURCES OF INCOME [Major customers, clients, and other sources of income to businesses owned by the reporting person]

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
FOCAL	FOCAL	765 NW 36 ST	SAME

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person]

946 NW 46 STREET Miami FL 33127

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.

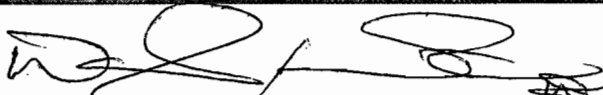
OTHER FORMS you may need to file are described on page 6.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc.]	
TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES
N/A	RECEIVED
	2009 SEP 15 AM 10:32
	PRISCILLA A. THOMPSON CITY CLERK CITY OF MIAMI, FL

PART E — LIABILITIES [Major debts]	
NAME OF CREDITOR	ADDRESS OF CREDITOR
Mortgage	

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses]			
	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2	BUSINESS ENTITY # 3
NAME OF BUSINESS ENTITY	FOCAL		
ADDRESS OF BUSINESS ENTITY	765 NW 36 ST		
PRINCIPAL BUSINESS ACTIVITY	765 NW 36 ST,		
POSITION HELD WITH ENTITY	President / CEO		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS	FOUNDER		
NATURE OF MY OWNERSHIP INTEREST	Foundation		

IF ANY OF PARTS A THROUGH F ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

SIGNATURE (required):		DATE SIGNED (required):	September 15, 2009
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### FILING INSTRUCTIONS:

#### WHAT TO FILE:

After completing all parts of this form, including signing and dating it, send back only the first sheet (pages 1 and 2) for filing.

If you have nothing to report in a particular section, you must write "none" or "n/a" in that section(s).

Facsimiles will not be accepted.

#### NOTE:

##### MULTIPLE FILING UNNECESSARY:

Generally, a person who has filed Form 1 for a calendar or fiscal year is not required to file a second Form 1 for the same year. However, a candidate who previously filed Form 1 because of another public position must at least file a copy of his or her original Form 1 when qualifying.

#### WHERE TO FILE:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location.

**Local officers/employees** file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.)

**State officers or specified state employees** file with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 3600 Maclay Boulevard, South, Suite 201, Tallahassee, FL 32312.

**Candidates** file this form together with their qualifying papers.

To determine what category your position falls under, see the "Who Must File" Instructions on page 3.

#### WHEN TO FILE:

**Initially**, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

**Candidates** for publicly-elected local office must file at the same time they file their qualifying papers.

**Thereafter**, local officers/employees, state officers, and specified state employees are required to file by July 1st following each calendar year in which they hold their positions.

**Finally**, at the end of office or employment, each local officer/employee, state officer, and specified state employee is required to file a final disclosure form (Form 1F) within 60 days of leaving office or employment.

**LOYALTY OATH**  
**CANDIDATES WITH NO PARTY AFFILIATION**  
(Sections 876.05-876.10, Florida Statutes)

**OFFICE USE ONLY**  
2009 SEP 15 AM 10:32  
PRISCILLA J. HARRISON  
CLERK OF CIRCUIT COURT  
MIAMI, FL

STATE OF FLORIDA

MIAMI COUNTY

(PLEASE PRINT)

I,

DAVID

First Name

S.

Middle Name/Initial

CHIVERTON

Last Name

a citizen of the State of Florida and of the United States of America, . . . and a candidate for public office . . . do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.

**OATH OF CANDIDATE**

(Section 99.021, Florida Statutes)

I, DAVID CHIVERTON

(PLEASE PRINT NAME AS YOU WISH IT TO APPEAR ON THE BALLOT -- NAME MAY NOT BE CHANGED AFTER THE END OF QUALIFYING)

am a candidate for the office of COMMISSIONER, 5, /,  
(office) (district) (circuit)

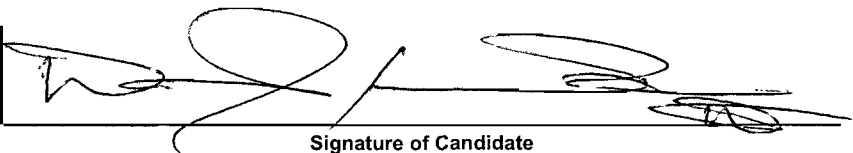
/. I am a qualified elector of MIAMI County, Florida. I am qualified  
(group)

under the Constitution and the Laws of Florida to hold the office to which I desire to be nominated or elected. I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING LOYALTY OATH AND OATH OF CANDIDATE AND THAT THE FACTS STATED IN EACH ARE TRUE.

**SIGN HERE**

X



Signature of Candidate

946 NW 46TH ST  
Mailing Address

305-343-5666  
Day Phone

Fax Number

MIAMI  
City

FLORIDA  
State

33127  
Zip Code

9/15/09  
Date Signed

LOYALTY OATH

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)
CITY OF MIAMI)

(Please Print)

I, David S, Chiverton
First Name Middle Initial Last Name

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PRISCILLA A THOMPSON
CITY CLERK
CITY OF MIAMI

a citizen of the State of Florida and of the United States of America, ... and a candidate for public office... do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.

Signature of Candidate

OATH OF CANDIDATE
OFFICE OF CITY OF MIAMI COMMISSIONER

Before me, an officer authorized to administer oaths, personally appeared David Chiverton
(Please print name as you wish it to appear on ballot)

who being sworn, says, he/she is a candidate for the office of City of Miami Commissioner, District 5; that he/she is a qualified elector of the City of Miami, Florida; that he/she is qualified under the Constitution, the Laws of Florida, and City of Miami Charter to hold the office to which he/she desires to be elected; that he/she has taken the oath required by ss. 876.05 - 876.10, Florida Statutes; that he/she has qualified for no other public office in the State, the term of which office or any part thereof runs concurrent with that of the office he/she seeks; and that he/she has resigned or taken a leave of absence from any office from which he/she is required to resign or take a leave of absence, pursuant to Section 99.012, Florida Statutes.

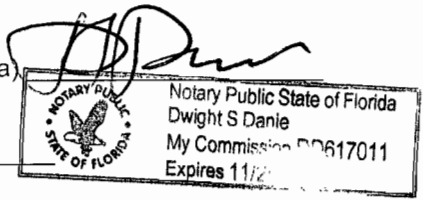
Signature of Candidate
Address: 9460 NW 46th ST
City State ZIP Code: Miami FL 33127

The Loyalty Oath and the above Oath of Candidate are sworn to

and subscribe before me this 15 day of September, 2009.

(Signature of Officer Administering the Oath, or of designated Notary Public - State of Florida)

Print, Type, or Stamp Commissioned Name of designated Notary Public)



Personally Known OR Produced Identification Type of Identification Produced Driver's License C163-160-64-217-0



Voter ID Card  
Miami-Dade County, FL

Tarjeta de identificación del elector  
Condado de Miami-Dade, FL

01144370

CHIVERTON, DAVID S  
946 NW 46TH ST  
MIAMI FL 33127

Kat Idantifikasyon Votè  
Konte Miami-Dade, FL

ISSUED

ENPRIME  
12/20/05

Signature of Voter | Firma del elector | Siyati Votè

Registration No.  
Nim. Enskripsyon  
01144370

Identification Data  
Ente. Idantifikasyon  
M B 06/17/64

Precinct No.  
Nim. Liwe Vo.  
522

Registration Date  
Dat Enskripsyon  
05/24/82

Party Affiliation  
Parti Politik  
DEM

Polling Place | Centre de votacion | Lokal Biwo Vot  
MOORE PARK  
765 NW 36 ST

Lester Sola  
Supervisor of Elections | Supervisor de Elecciones | Sipèvizè Eleksyon

You are eligible to vote for the representatives from the districts listed below  
W elijib pou w vote pou reprezantan ki nan distri ki ekri anba la vot

Congress  
Kongrè  
017

State Senate  
Senado Estatal  
039

State House  
Kamara Estatal  
109

County Commission  
Komisyon Konte  
03

School Board  
Junta Escolar  
02

Community Council  
Konsejo Komunitari  
Konsej Kominote

Municipal | Municipai | Minisipal  
M105



2009 SEP 15 AM 10:33  
RISOR  
CITY CLERK  
CITY OF MIAMI, FL



Residential Sale and Purchase Contract: Comprehensive Addendum

FLORIDA ASSOCIATION OF REALTORS®

The clauses below will be incorporated into the Contract between O' June Matthews (Seller) and DAVID & GERALDINE CHIVERTON (Buyer) concerning the Property described as 946 NW 46 STREET only if initialed by all parties

ASSOCIATION DISCLOSURES

( ) ( ) - ( ) ( ) A. Condominium Association: The Property is a condominium which is subject to the rules and regulations of a condominium association ("Association") Seller's warranty under Paragraph 8 of the Contract extends only to the unit and not to any common elements, limited common elements or any other property

- (1) Documents: Seller will, at Seller's expense, deliver to Buyer the condominium documents referenced in subparagraph (7) below no later than 3 days from Effective Date. If this Contract does not close, Buyer will immediately return the documents to Seller or reimburse Seller \$ from the deposit for the cost of the documents.
(2) Association Approval: If the condominium declaration or bylaws give the Association the right to approve Buyer as a purchaser, this Contract is contingent on such approval by the Association. Buyer will apply for approval within days from Effective Date and use diligent effort to obtain approval, including making personal appearances if required. Buyer and Seller will sign and deliver any documents required by the Association to complete the transfer. If Buyer is not approved, this Contract will terminate and Seller will return Buyer's deposit unless this Contract provides otherwise.
(3) Right of First Refusal: If the Association has a right of first refusal to buy the Property, this Contract is contingent on the Association deciding not to exercise such right. Seller will, within 3 days from receipt of the Association's decision, give Buyer written notice of the decision. If the Association exercises its right of first refusal, this Contract will terminate, Buyer's deposit will be refunded unless this Contract provides otherwise and Seller will pay Broker's full commission at closing in recognition that Broker procured the sale.
(4) Application/Transfer Fees: Buyer will pay any application and/or transfer fees charged by the Association.
(5) Parking: Seller will assign to Buyer at closing parking space(s).
(6) Assessments and Recreational Area Rent: Assessments levied by the Association and rent on any recreational areas will be current or made current at closing, and Buyer will reimburse Seller for any prepayment of same. Any assessment which has been duly approved and assessed by the Board of Administration as of Closing Date will be Seller's obligation. Any assessment which is pending as of Closing Date will be Buyer's obligation. Seller represents that he/she is not aware of any pending assessment except as follows

Seller represents that he/she is not aware of pending or anticipated litigation except as follows

Seller represents that the current maintenance fee is \$ per to \$ per to \$ per to

and that there is not a Recreation or Land Lease with the Property. If there is a Recreation or land lease, the current payment is \$ per month

- (7) Buyer Acknowledgement / Seller Disclosure: (Check whichever applies)
THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS, RULES OF THE ASSOCIATION AND THE QUESTION AND ANSWER SHEET MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.
THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND QUESTION AND ANSWER SHEET IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS WILL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, RULES AND QUESTION AND ANSWER SHEET IF REQUESTED IN WRITING. Buyer's RIGHT TO VOID THIS AGREEMENT WILL TERMINATE AT CLOSING.

( ) ( ) - ( ) ( ) B. Mandatory Homeowners' Association: Seller's warranty under Paragraph 8 of the Contract is limited to the Property and does not extend to common areas or facilities described below. Disclosure Summary for (name of community)

- (1) As a purchaser of property in this community, Buyer will be obligated to be a member of a homeowners' association.
(2) There have been or will be recorded restrictive covenants governing the use and occupancy of properties in this community.
(3) Buyer will be obligated to pay assessments to the association, which assessments are subject to periodic changes.
(4) Buyer's failure to pay these assessments could result in a lien on the Property.
(5) There is not an obligation to pay rent or land use fees for recreational or other commonly used facilities as an obligation of membership in the homeowners' association. If there is such an obligation, the amount of the current obligation is \$ per to \$ per to \$ per to.
(6) The restrictive covenants can cannot be amended without the approval of the association membership.
(7) The statements contained in this disclosure form are only summary in nature, and, as a prospective purchaser, Buyer should refer to the covenants and the association governing documents.

2008 SEP 15 11:33 AM
RISQ/A
PROPERTY
OF HIA
SON

Buyer acknowledges receipt of this summary before signing this Contract

Buyer Date Buyer Date

Handwritten signatures and initials at the bottom left of the page.





The clauses below will be incorporated into the Contract between O' JUNE MATTHEWS (Seller) and DAVID & GERALDINE CHIVERTON (Buyer) concerning the Property described as 946 NW 46 STREET. only if initialed by all parties:

**FINANCING**

~~(S)~~ ~~(B)~~ - ( ) ( ) C. **Seller Financing:** Pursuant to Paragraph 3(b)(2) of the Contract, Buyer will execute a purchase money note and mortgage to Seller that is subordinate to any new third party financing in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as follows: \_\_\_\_\_

The mortgage, note, and any security agreement will be in a form acceptable to Seller and following forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; and will require Buyer to keep Property insured, with Seller as additional named insured, against loss by fire (and flood, if Property is in a flood zone) with extended coverage in an amount not less than the greater of the amount of the purchase money mortgage and note or full replacement value for the real property. Buyer will provide Seller by March 1 each year with written evidence that the real property taxes have been paid in full for the previous year. Buyer authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.

~~(S)~~ ~~(B)~~ - ( ) ( ) D. **Mortgage Assumption:** Pursuant to Paragraph 3(b)(2) of the Contract, Buyer will take subject to and assume and pay existing first mortgage to \_\_\_\_\_

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month including principal, interest,  taxes and insurance and having a  fixed  other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will pay assumption/transfer fee and purchase Seller's escrow account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds \_\_\_\_\_% or the assumption/transfer fee exceeds \$ \_\_\_\_\_, this agreement will terminate and Buyer's deposit(s) will be returned unless either party elects to pay the excess.

~~(S)~~ ~~(B)~~ - ( ) ( ) E. **FHA Financing:** (Buyer will be referred to as "purchaser" in the following statement)

"It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser will not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ 75,000.00. The purchaser will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable." If Buyer elects to proceed with the Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days from Buyer's receipt of the appraisal.

(1) **Fees, Prepayments:** Seller will pay tax service, underwriting and document preparation fees required by the lender and recording fees for assigning Buyer's mortgage up to a maximum cost of \$ 500.00. Buyer will pay all prepayments and escrows for taxes, hazard insurance, FHA insurance, and flood insurance, when applicable.

(2) **Repairs:** In the event a lender, as a result of the FHA appraisal, requires repairs to items not covered by Seller's warranty in Paragraph 8 of the Contract, Seller will make required repairs up to a maximum cost to Seller of 4% INSPECTION. Required repairs to warranted items are subject to the Repair Limit defined in the Contract. If the cost of repairs to warranted or unwarranted items exceeds the respective limit, Seller will, within 3 days after receiving notice of the excess cost, deliver to Buyer written notice of Seller's intent to pay some, all, or none of the excess amount. If Seller pays less than the full amount of the excess cost, Buyer may pay the balance or cancel the Contract. Buyer's election must be in writing and provided to Seller within 3 days after receipt of Seller's notice.

(3) **FHA Certification:** Buyer and Seller are signatories to the Contract. The selling real estate agent or broker involved in this transaction states: I certify that the terms of this Contract for Sale and Purchase are true and correct to the best of my knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, the Contract. **SELLER AGREES TO PAY 2% DISCOUNT POINTS AND/OR CLOSING COST**

[Signature]  
Selling Real Estate Agent or Broker

2/9/96  
Date

\_\_\_\_\_  
Listing Real Estate Agent or Broker

\_\_\_\_\_  
Date

~~(S)~~ ~~(B)~~ - ( ) ( ) F. **VA Financing:** "It is expressly agreed that, notwithstanding any other provision of this Contract, the Buyer will not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the Contract purchase price or cost exceeds the reasonable value of the property as established by the U.S. Department of Veterans Affairs. The Buyer will, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of reasonable value established by the U.S. Department of Veterans Affairs." If Buyer elects to proceed with the Contract without regard to the amount of reasonable value established by the U.S. Department of Veterans Affairs, such election must be made within 3 days from Buyer's receipt of the appraisal.

(1) **Fees, Prepayments:** Seller will pay for the termite inspection and tax service, underwriting and document preparation fees required by the lender and for recording fees for assigning Buyer's mortgage up to a maximum cost of \$ \_\_\_\_\_. Buyer will pay all prepayments and escrows for taxes, hazard insurance and flood insurance, when applicable. Buyer will pay the VA funding fee on a new loan or on the assumption of an existing loan which originally closed on or after March 1, 1988.

(2) **Repairs:** In the event a lender, as a result of the VA appraisal, requires repairs to items not covered by Seller's warranty in Paragraph 8 of the Contract, Seller will make required repairs up to a maximum cost to Seller of \_\_\_\_\_. Required repairs to warranted items are subject to the Repair Limit defined in the Contract. If the cost of repairs to warranted or unwarranted items exceeds the respective repair limit, Seller will, within 3 days from receipt of notice of the excess cost, deliver to Buyer written notice of Seller's intent to pay the excess cost or cancel the Contract.

~~(S)~~ ~~(B)~~ - ( ) ( ) G. **New Mortgage Rates:** Pursuant to Paragraph 3(b)(1) of the Contract, Buyer will not be obligated to complete the purchase unless Buyer is able to obtain the financing at a fixed interest rate not exceeding \_\_\_\_\_% or a variable/adjustable interest rate not exceeding \_\_\_\_\_% at origination, with no more than \_\_\_\_\_ discount points charged. Buyer  will  will not accept a balloon mortgage.

The clauses below will be incorporated into the Contract between O' JUNE MATTHEWS (Seller) and DAVID & GERALDINE CHIVERTON (Buyer) concerning the Property described as 946 NW 46 ST. only if initialed by all parties:

**PROPERTY**

~~(S)~~ ~~(B)~~ - ( ) ( ) **H. As Is With Right to Inspect:** This clause replaces Paragraphs 6 and 8 of the Contract. Seller makes no warranties other than marketability of title. Seller will keep the Property in the same condition from Effective Date until closing, except for normal wear and tear ("maintenance requirement"), and will convey the Property in its "as is" condition with no obligation to make any repairs. Buyer may, at Buyer's expense, conduct professional and walk-through inspections as described below. If Buyer fails to timely conduct any inspection which Buyer is entitled to make under this paragraph, Buyer waives the right to the inspection and accepts the Property "as is." Seller will provide access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and return the Property to its pre-inspection condition.

(1) **Professional Inspections:** Buyer may, by 3/15, 1996 ("Inspection Period"), make any and all inspections of the Property. The inspection(s) will be by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected. Buyer may cancel this Contract by written notice to Seller within 5 days from the end of the Inspection Period if the estimated cost of repairs determined to be necessary by Buyer is greater than 4%. For the cancellation to be effective, Buyer must include in the written notice a copy of the inspector's written report, if any, and repair estimates from person(s) holding an appropriate Florida license to repair the items inspected. Any conditions not reported in a timely manner will be deemed acceptable to Buyer.

(2) **Walk-Through Inspection:** Buyer may, on the day before Closing Date or any other time agreeable to the parties, walk through the Property solely to verify that Seller has fulfilled the maintenance requirement. No other issues may be raised as a result of the walk-through inspection.

~~(S)~~ ~~(B)~~ - ( ) ( ) **I. Self-Inspection:** Buyer and Seller agree that unlicensed persons, including the parties themselves, may conduct the inspections (except for Buyer's wood-destroying organism inspection) permitted in Paragraph 8 of the Contract or Paragraph H of this Addendum. However, if the inspection findings differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and will equally split the cost of, a professional inspector as defined in Paragraph 8 of the Contract whose report will be binding on the parties.

~~(S)~~ ~~(B)~~ - ( ) ( ) **J. Insulation Disclosure (New Homes Only):** Insulation has been or will be installed in the new residence as follows:

Location	Type	Thickness	Manufacturer	R-Value
Interior Walls				
Flat Ceiling Area				
Sloped Ceiling Area				
Common Walls Between House & Garage				
Exterior Walls				
Other _____				

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 APR 15 AM 10:33  
 A. THOMPSON  
 CLERK  
 OF MIAMI, FL

~~(S)~~ ~~(B)~~ - ( ) ( ) **K. Real Property Disclosure Statement:** A Seller's property disclosure statement is a written disclosure of facts that materially affect the Property value and are not readily observable. The purpose of a written disclosure statement is to assist Seller in complying with disclosure requirements and to assist Buyer in evaluating the Property.

- Pre-Offer Disclosure Statement: Buyer received Seller's signed disclosure statement before signing this Contract.
- Post-Offer Disclosure Statement: This offer is contingent on Seller completing, signing and delivering to Buyer a written real property disclosure statement within 3 days from Effective Date. If the statement discloses any material information about the Property that is unacceptable to Buyer, Buyer may cancel this Contract by written notice to Seller within 3 days from receipt of Seller's written statement.


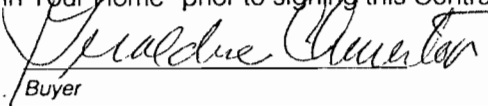
~~(S)~~ ~~(B)~~ - ( ) ( ) **L. Flood Insurance Required:** Buyer is notified that the Property is located in an area that was declared a flood disaster area after September 23, 1994 and received federal disaster relief assistance on the condition that flood insurance be obtained in accordance with applicable federal law. Buyer is required to obtain such flood insurance if the Property is not so insured as of the date of transfer and will be required to maintain flood insurance in accordance with applicable federal law with respect to the Property.

~~(S)~~ ~~(B)~~ - ( ) ( ) **M. Housing for Older Persons:** Buyer acknowledges that the owners' association, developer or other housing provider intends the Property to provide housing for older persons as defined by federal law. While Seller makes no representation that the Property actually qualifies as housing for older persons:

- the housing provider has stated that all persons who live in the Property are 62 years of age and over.
- Buyer has received a copy of the housing provider's self-certification that the housing is for older persons.

~~(S)~~ ~~(B)~~ - ( ) ( ) **N. Pre-1978 Housing Lead-based Paint Warning Statement:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase." Buyer may, within the Inspection Period, conduct a risk assessment or inspection for the presence of lead-based paint on the Property. If the results are unsatisfactory to Buyer, Buyer may cancel this Contract by written notice delivered to Seller within 5 days from the end of the Inspection Period. Seller knows of the presence of the following lead-based paint or lead-based paint hazards in the housing: \_\_\_\_\_

and has provided Buyer with any lead hazard evaluation report in Seller's possession. Buyer has read and understands the above Lead Warning Statement and acknowledges receiving an Environmental Protection Agency lead hazard information pamphlet entitled "Protect Your Family From Lead in Your Home" prior to signing this Contract.



  
 Buyer \_\_\_\_\_ Date 2/19/96 Buyer \_\_\_\_\_ Date \_\_\_\_\_



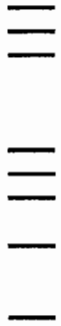
Florida Power & Light Company  
 PO Box 025576  
 Miami, FL 33102

/ 27



Please request changes on the back.  
 Notes on the front will not be detected.

The amount enclosed includes the following donation:  
 FPL Care To Share \$ \_\_\_\_\_



B 2,6,7,8 8506 6



AUTO \*\*CO 2701  
 059583

DAVID S CHIVERTON  
 946 NW 46TH ST  
 MIAMI FL 33127-2348

Make check payable to FPL in U.S. funds  
 and mail along with this coupon to:

FPL  
 GENERAL MAIL FACILITY  
 MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
[REDACTED]	\$918.75	Sep 29 2009	\$

**Your electric statement**

Account number: [REDACTED]

For: Aug 07 2009 to Sep 08 2009 (32 days)  
 Customer name: DAVID S CHIVERTON  
 Service address: 946 NW 46TH ST

Statement date: Sep 08 2009  
 Next meter reading: Oct 07 2009

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
805.87	515.00 CR	0.00	290.87	627.88	\$918.75	Sep 29 2009

**Meter reading - Meter 5C51926**

Current reading 29311  
 Previous reading - 24658  
 kWh used 4653

Amount of your last bill 805.87  
 Payment received - Thank you 515.00 CR  
 Balance before new charges \$290.87\*

**Energy usage**

	Last Year	This Year
kWh this month	4464	4653
Service days	30	32
kWh per day	149	145

**\*This \$290.87 is PAST DUE -- PLEASE PAY IMMEDIATELY**

**\*\*The electric service amount includes the following charges:**

Customer charge: \$5.52  
 Fuel: \$285.51  
 (First 1000 kWh at \$0.053510)  
 (Over 1000 kWh at \$0.063510)  
 Non-fuel: \$254.59  
 (First 1000 kWh at \$0.046330)  
 (Over 1000 kWh at \$0.057010)

**New charges (Rate: RS-1 RESIDENTIAL SERVICE)**

Electric service amount	545.62**
Storm charge	1.95
Gross receipts tax	14.04
Franchise charge	28.64
Utility tax	33.27
Late payment charge	4.36
<b>Total new charges</b>	<b>\$627.88</b>

**Total amount you owe \$918.75**

- Payment received after **September 29, 2009** is considered **LATE**; a late payment charge of **1.50%** will apply and your account may be subject to an adjusted deposit billing.
- The total amount you owe includes an amount covered by a short-term payment arrangement. Please pay by the agreed upon date.

2009 SEP 15 11:15 AM  
 00 0114 5145 007  
 0000 0000 0000 0000



Florida Power & Light Company  
 PO Box 025576  
 Miami, FL 33102

Please have your account number ready when contacting FPL.  
 Customer service: (305) 442-8770  
 Outside Florida: 1-800-226-3545  
 To report power outages: 1-800-4OUTAGE (468-8243)  
 Hearing/speech impaired: 711 (Relay Service)  
 Online at: www.fpl.com

STREET ID: 076400 IN USE: YES

--HOUSE RANGE-- QUAD NAME TYPE --SIDE--  
0800 - 0998 NW 46 ST 0 EVEN

FACE:	N	PRIMARY ZONE:	EMPOWERMENT ZONE:	N
ZIP CODE:	331272300	SD1 ZONE:	LATIN QUATERS:	N
CENSUS TRACT:	2300	SD2 ZONE:	VOTING DISTRICT:	05
CENSUS BLOCK:	2004	DDRI ZONE:		
FIRE 901 ZONE:	1034	SEOPWDRI ZONE:		
FIRE SFBC ZONE:	3A	HIST PRESVN DIST:		
NBHD CODE:	03	SCENIC CORRIDOR:		
SUB NBHD CODE:	01	PEDESTRIAN PATHWAY:		
SOLID WASTE ROUTE:	106	OMNI TAX DISTRICT:		
TRASH ROUTE:	00	DDA DISTRICT:		
STREET CLEAN ROUTE:	000	CD TARGET AREA:		02

NEXT STREET:

HOUSE NO:	QUAD:	NAME:	TYPE:	
ACTION: 1-CONTINUE				ACTION: 01 XMIT:

2009 SEP 15 AM 10:33  
 RISON  
 CITY OF MIAMI FL

DRIVER LICENSE CLASS E  
Florida



*David Chiverton*

The Sunshine State

LICENSE NUMBER  
**C163-160-64-217-0**

**DAVID CHIVERTON**  
**PO BOX 370036**  
**MIAMI, FL 33137-0036**

BIRTH DATE	SEX	HGT	REST	ENDORSE
06-17-64	M	6-06		
ISSUED	EXPIRES	DUPLICATE		
06-17-04	06-17-10	00-00-00		



SAFE DRIVER

5010406170127

Operation of a motor vehicle constitutes consent to any sobriety test required by law

2009 SEP 15 AM 10:33  
CHIVERTON, DAVID

2009 SEP 15 AM 10:33

2009 SEP 15 AM 10:33

DAVID CHIVERTON FOR COMMISSIONER

P.O. BOX 370036  
MIAMI, FL 33137-0036

DATE 15 Sept. 09

PAY TO THE ORDER OF

City of Miami

\$ 100.00

One Hundred

DOLLARS



Washington Mutual Bank  
Miami/Edison Financial Center 1721  
5800 NW 7 Avenue  
Miami, FL 33127  
800-788-7000  
24 hour Customer Service

FOR

Qualifying Fee

Sheela Thomas

⑈00000120⑈ ⑆267084131⑆ 9423627798⑈

DAVID CHIVERTON FOR COMMISSIONER

P.O. BOX 370036  
MIAMI, FL 33137-0036

DATE 15 Sept. 09

PAY TO THE ORDER OF

City of Miami

\$ 582.00

Five Hundred Eighty Two

DOLLARS



Washington Mutual Bank  
Miami/Edison Financial Center 1721  
5800 NW 7 Avenue  
Miami, FL 33127  
800-788-7000  
24 hour Customer Service

FOR

State Assessment Fee

Sheela Thomas

⑈00000121⑈ ⑆267084131⑆ 9423627798⑈

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01715011  
SON  
FL





City of Miami  
OFFICIAL RECEIPT

No. 338931

\$ <sup>100</sup>586 Sales Tax \$ Total \$ 682

Date: 9/15/2009

Received from: Six Hundred Eighty Two & 00/100 /100 Dollars

Address: David Chavira Campaign

Address: P.O. Box 370036 Miami FL 33137

For: Qualify Reference No: Check 120 + 121

This Receipt not VALID unless dated, filled in and signed by authorized employee of department or division designated hereon and until the City has collected the proceeds of any checks tendered as payment herein.

By: [Signature]  
Department: City Clerk  
Division: Election

C FN/TM 402 Rev 03/03

Distribution: White - Customer, Canary - Finance, Pink - Issuing Department

2009 SEP 15 11:19:33  
CITY OF MIAMI  
CLERK OF COURTS