



**CODE ENFORCEMENT BOARD MEETING  
TUESDAY, AUGUST 18, 2015  
CITY HALL at 685 WEST MONTROSE STREET  
At 6:00 PM**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF THE MINUTES OF THE CODE ENFORCEMENT BOARD**

Approval of the July 21, 2015 Code Enforcement meeting minutes

**OPENING STATEMENT**

**SWEARING IN WITNESSES**

**AGENDA**

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**OTHER BUSINESS**

**Case No. 2015-000097  
Crain**

Masthead, LLC  
Vacant lot between Masthead Blvd. &  
Grand Highway  
Clermont, FL 34711

**REQUEST:**

Record a lien on property

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**Case No. 2014-010058  
Wallace**

Lindenhurst Realty Group, Inc.  
998 E. Highway 50  
Clermont, FL 34711

**REQUEST:**

Reduction/Waiver of fines

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**NEW BUSINESS**

**Case No. 2014-010053  
Crain**

William H. Stone  
798 W. Montrose St., Apt. B  
Clermont, FL 34711

**VIOLATION:**

Chapter 14, Section 108.1.1 Unsafe  
Structure, 108.1.3 Structure unfit for  
human occupancy; Chapter 31 NFPA 101  
- Existing Apartment Building

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**CODE ENFORCEMENT BOARD MEETING  
TUESDAY, AUGUST 18, 2015  
CITY HALL at 685 WEST MONTROSE STREET  
At 6:00 PM**

**Case No. 2014-010069  
Crain**

Church Street Trust Inc.  
792 W. Montrose St.  
Clermont, FL 34711

**VIOLATION:**

Chapter 14, Section 309.1, 309.2, 309.5  
(Pest elimination), 108.1, 108.1.1, 108.1.3  
(Unsafe structures and equipment), 305.3,  
305.6 (Interior structure), 306.1.1, 306.1.1  
(4.1, 4.3), 306.1.1 (6.2, 6.3) (Component  
serviceability), 304.7, 304.13, 304.13.2  
(Exterior structure), 602.2, 602.3 (Heating  
facilities), 603.1, 605.1 (Mechanical  
equipment), 704.1, 704.2 (Fire protection  
systems), 505.2 (Water system), 102.1  
(Applicability).

\*\*\*\*\*

**Case No. 2015-000188  
Crain**

Patricia L Hobensack Estate  
197 Pitt St.  
Clermont, FL 34711

**REQUEST:**

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**Case No. 2015-000241  
Crain**

Clermont Equestrian Saddlery & Tack,  
Inc.  
750 W. Desoto St.  
Clermont, FL 34711

**VIOLATION:**

Chapter 102, Section 102-3 Enforcement;  
removal of unlawful signs; Chapter 14,  
Section 302.4 Weeds

\*\*\*\*\*

**Discussion of Non-Agenda Items**

**ADJOURN**

Any person wishing to appeal any decision made by the Code Enforcement Board at this meeting will need a record of the proceedings. For that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Development Services Department at 352-241-7302.

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the Recording Clerk for the City's records.

**CODE ENFORCEMENT BOARD MEETING  
TUESDAY, AUGUST 18, 2015  
CITY HALL at 685 WEST MONTROSE STREET  
At 6:00 PM**

**CITY OF CLERMONT  
MINUTES  
CODE ENFORCEMENT BOARD  
JULY 21, 2015**

The regular meeting of the Code Enforcement Board was called to order on Tuesday, July 21, 2015, at 6:00 p.m. Members attending were Chairman Dave Holt, along with Board members Bill Rini, Alfred Mannella, Chandra Myers and Harvey Rosenberg. Also attending were Development Services Director Barbara Hollerand, Evie Wallace, Code Enforcement Supervisor, Lori Crain, Code Enforcement Officer, Valerie Fuchs, Code Enforcement Attorney, Dan Mantzaris, City Attorney, and Rae Chidlow, Planning Specialist.

The Pledge of Allegiance was recited.

The minutes from the Code Enforcement Board meeting of June 16, 2015 were approved as written.

Vice-Chair Myers read the Opening Remarks.

Code Enforcement Supervisor Wallace and Code Enforcement Officer Crain, along with any of the public who may testify, were sworn in.

Chairman Holt gave the floor to Code Enforcement Staff and City Attorney.

City Attorney Dan Mantzaris stated that Case No. 2015-000093 will be continued to the August 18, 2015 Code Enforcement meeting.

*Board member Rosenberg made a motion to continue case no. 2015-000093 to the August 18, 2015 Code Enforcement meeting; seconded by Board member Myers. The vote was unanimous to continue the case.*

**CASE NO. 13-973**

Bank of Camden  
214 Second Street  
Clermont, FL 34711

**LOCATION OF VIOLATION:** 214 Second Street, Clermont, FL 34711

**REQUEST:** Join motion for approval of stipulation.

City Attorney Mantzaris introduced the case. He stated that the Respondent agrees to the following stipulations: Respondent will dismiss the pending appeal of the prior code enforcement board order, they would obtain a demolition permit for the secondary garage structure by July 11, 2015, (which they have already applied for), and will demolish the garage structure within 45 days of this order. He stated that the existing fine would be reduced from \$148,200.00 to \$5000 provided that it's paid within 45 days of the order from this board and if all three requirements are met. He stated that the Respondent has agreed to keep the property boarded up throughout this process.

**CITY OF CLERMONT  
MINUTES  
CODE ENFORCEMENT BOARD  
JULY 21, 2015**

The Respondent who was present, was sworn in.

Ladd Fassett, Fassett, Anthony, and Taylor P.A., Orlando, stated that the Respondent has agreed and signed the joint stipulation.

Board member Mannella made a motion to agree to the joint stipulation and reduction of the fine; seconded by Board member Rosenberg. The vote was unanimous in favor of the joint stipulation and fine reduction.

**CASE NO. 2015-000035**

Ivan Lagares-Gomez & Olga Lagares  
181 W. Minnehaha Ave.  
Clermont, FL 34711

**LOCATION OF VIOLATION:** 181 W. Minnehaha Ave., Clermont, FL 34711

**REQUEST:** Reduction of fines

City Attorney Mantzaris introduced the case.

The Respondent was present.

Olga Lagares, 181 W. Minnehaha Ave., stated that she is asking to dismiss the fines. She stated she feels they met the requirements that were requested of them. She stated that they were waiting for the approval of a variance request.

Jose Lebron, 1050 White Bark Ct., Minneola, stated that it was an expansion of an existing garage. He stated that the shed existed, as well.

City Attorney Mantzaris stated that the work was completed prior to obtaining a permit. He stated that the fine is currently \$2200. He stated the Respondent was being fined while waiting for the variance request process. He stated that compliance was obtained with the approval of the variance. He stated the City would agree to a reduction of fine to \$250.

*Board member Rosenberg made a motion to reduce the fine to \$250 to be paid within 30 days; seconded by Board member Myers. The vote failed 2-3 with Chairman Holt, along with Board members Myers, and Mannella opposing.*

*Board member Rosenberg made a motion to reduce the fine to \$250 to be paid within 10 days. Failed due to lack of a second.*

Board member Rosenberg stated that the Respondents were brought before the Board because they did not do their due diligence prior to doing work on their property.

**CITY OF CLERMONT  
MINUTES  
CODE ENFORCEMENT BOARD  
JULY 21, 2015**

*Chairman Holt passed the gavel and made a motion to reduce the fine to \$0; seconded by Board member Mannella. The vote was 3-2 with Board members Rini and Rosenberg opposing.*

**CASE NO. 2015-000157**

Hurtak Family Partnership, LTD  
Clermont Furniture, Inc.  
604 E. Highway 50  
Clermont, FL 34711

**LOCATION OF VIOLATION:** 604 E. Highway 50, Clermont, FL 34711

**VIOLATION:** Chapter 14, Section 701.2 Responsibility, 702.1 Means of Egress, 704.1 Fire Protection Systems, 704.1.1 Automatic Sprinkler Systems.

City Attorney Mantzaris introduced the case.

The Respondent was present.

Code Enforcement Officer Crain, who was sworn in, exhibited pictures that are a true and accurate depiction of the condition of the property on the date taken and read the violation, dates, and staff recommendation for the record.

Jenifer Pierce, City of Clermont Fire Department, stated that this has been an ongoing issue with this business for the past twelve months. She stated that the store has been closed numerous times until compliance was met. She stated that the code violations are impacted by the height of the product that is stacked in the halls. She stated that anything over 12 feet high requires additional sprinkler coverage. She stated that they are required to provide written notice from the fire sprinkler company stating the system installed in the building can handle the contents within that building.

Chairman Holt asked if they have jurisdiction to enforce the fire codes.

City Attorney Mantzaris stated that the city adopts the National Fire Protection Association fire regulations, so the Code Board has jurisdiction to enforce those codes.

Ms. Pierce stated that the immediate concern is the path of egress so people can get out safely. She stated that it's a matter of life safety, adjoining tenants, and the sprinkler system can handle the amount of content within the building.

Board member Rini asked if there is a required amount of water pressure for sprinkler system.

Ms. Pierce stated that a fire protection engineer designs the system based on the city water pressure, hydrant flow, and they choose what the residual pressure has to be at all times. She stated that it is tested during the annual inspection.

**CITY OF CLERMONT  
MINUTES  
CODE ENFORCEMENT BOARD  
JULY 21, 2015**

Ronald Shore, 604 E. Highway 50, stated that he can make improvements to meet the height and width requirements to meet the fire codes.

James Hurtak, 1585 Lake Ave., stated that the building use is what it was approved for when it was built. He stated that the sprinkler system was built for storage in the back because that is what it was permitted for.

Board member Rosenberg made a motion to find the Respondent in violation with a fine of \$250 per day for every day past August 21, 2015; seconded by Board member Myers. The vote was unanimous in favor of finding violation and amount of fine.

**CASE NO. 2015-000177**

Fulvan at Clermont, LLC  
741 SR 50  
Clermont, FL 34711

**LOCATION OF VIOLATION:** 741 SR 50, Clermont, FL 34711

**VIOLATION:** Chapter 14, Section 702.2 Means of Egress, Chapter 34, Section 34-62 Creation or Maintenance of Nuisance by Property Owner Declared Unlawful.

City Attorney Mantzaris introduced the case.

The Respondent was present.

Code Enforcement Supervisor Wallace, who was sworn in, exhibited pictures that are a true and accurate depiction of the condition of the property on the date taken and read the violation, dates, and staff recommendation for the record.

Jenifer Pierce, City of Clermont Fire Department, stated that they have been in the business at different times of the day and the merchandise is left in the aisles because they have nowhere else to put the merchandise. She stated that the back room is overstocked as well which is where the second egress is located in case of an emergency.

Jeff Brown, 8025 Grovemont Estates Rd., Groveland, stated that he spoke to the store manager today and she stated that they were closed down back in May. He stated that they get about three trucks a week.

Jim Purvis, 4206 Hammersmith, stated he is the one who reported Dollar General because there was only one way in and out of the store. He stated that is one of his favorite stores however it is a hazard to be in the store.

Board member Myers made a motion to find the Respondent in violation with a fine of \$250 per day for every day past August 18, 2015; seconded by Board member Rini. The vote was unanimous in favor of finding violation.

**CITY OF CLERMONT  
MINUTES  
CODE ENFORCEMENT BOARD  
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**CASE NO. 2015-000212**

Joel & Rachel Rivera  
272 Linden St.  
Clermont, FL 34711

**LOCATION OF VIOLATION:** 272 Linden St., Clermont, FL 34711

**VIOLATION:** Chapter 14, Section 302.7 Accessory Structure

City Attorney Mantzaris introduced the case.

The Respondent was present.

Code Enforcement Supervisor Wallace, who was sworn in, exhibited pictures that are a true and accurate depiction of the condition of the property on the date taken and read the violation, dates, and staff recommendation for the record.

Rachel Rivera, 15837 Hidden Lake Circle, stated that the tenants with the dog have moved out. She stated that the kids at the park were kicking in the fence. She stated that they are getting estimates to replace the fence. She stated that they put up a piece of a chain link fence and a piece of plywood board so the dog wouldn't go through. She stated that they will have the fence fixed within the next month. She is in agreement with the compliance date.

Board member Rosenberg asked if one side of the fence belongs to the City.

Joel Rivera, 15837 Hidden Lake Circle, stated that they have a panel on their side and there is a panel on the City side. He stated that they have photos that show both fences. He stated that there is a chain link fence that starts where the park is then it starts a wood panel fence. He stated that there are two sections of the City panels missing, which is also where they have panels missing from their fence. He stated that they were here to fix the problem.

Board member Rosenberg stated that it appears the City has as much damage to their fence as the Respondent has on their fence.

Chairman Holt asked Mr. Mantzaris how this will work being there are two fences.

Mr. Mantzaris stated that he City does not believe that any of the fencing is theirs.

Board member Rosenberg stated that if the fence does belong to the City the financial burden should not be put onto the Respondent.

Chairman Holt asked if compliance will occur when the fence comes down.

**CITY OF CLERMONT  
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CODE ENFORCEMENT BOARD  
JULY 21, 2015**

Mr. Mantzaris stated that more than likely it will be complied when the fence comes down.

Board member Myers asked if staff would agree to continue this at September meeting.

Mr. Mantzaris stated that staff did not have an issue with continuing the case to allow further research of the ownership of the fence.

Board member Myers made a motion to continue this case to the August 18, 2015 Code Enforcement meeting; seconded by Board member Rosenberg. The vote was unanimous in favor to continue.

**CASE NO. 2015-000161**

Craig & Melissa Post  
Safeguard Properties  
Green Tree Outsourcing  
278 East Ave.  
Clermont, FL 34711

**LOCATION OF VIOLATION:** 278 East Ave., Clermont, FL 34711

**VIOLATION:** Chapter 14, Section 302 Exterior Property Maintenance, 304.1 Exterior Structure, 308.1 Rubbish and Garbage, 301.3 Vacant Structures and Lands, Chapter 34, Section 34-95 Prohibition Storage of Certain Items, 34-61 Enumeration of Prohibited Items, Conditions, or Actions Constituting Nuisances.

City Attorney Mantzaris introduced the case.

The Respondent was not present.

Code Enforcement Officer Crain, who was sworn in, exhibited pictures that are a true and accurate depiction of the condition of the property on the date taken and read the violation, dates, and staff recommendation for the record.

Board member Mannella made a motion to find the Respondent in violation with a fine of \$250 per day for every day past August 1, 2015 and to further find the property a threat to the public health, safety and welfare of the public; seconded by Board member Rini. The vote was unanimous in favor of finding violation and fine.

City Attorney Mantzaris stated that service was not received for case no. 2015-000188 and will not be heard. He stated that case no. 2015-000210 is in compliance and will not be heard.

**CASE NO. 2015-000256**

**CITY OF CLERMONT  
MINUTES  
CODE ENFORCEMENT BOARD  
JULY 21, 2015**

Martin Wright Estate  
775 E. Juniata St.  
Clermont, FL 34711

**LOCATION OF VIOLATION:** 775 E. Juniata St., Clermont, FL 34711

**REPEAT VIOLATION:** Chapter 14, Section 302.4 Weeds

City Attorney Mantzaris introduced the case.

The Respondent was not present.

Code Enforcement Officer Crain, who was sworn in, exhibited pictures that are a true and accurate depiction of the condition of the property on the date taken and read the violation, dates, and staff recommendation for the record.

Board member Mannella made a motion to find the Respondent in repeat violation with a fine of \$500 per day for every day starting June 22, 2015 for 21 days equaling \$10,500; seconded by Board member Myers. The vote was unanimous in favor of finding violation.

There being no further business, the meeting was adjourned at 8:00 p.m.

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**Dave Holt, Chairman**

**Attest:**

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**Rae Chidlow, Code Enforcement Clerk**

**CODE ENFORCEMENT BOARD OF THE  
CITY OF CLERMONT, FLORIDA**

**CITY OF CLERMONT**

**Petitioner,**

**vs.**

**LINDENHURST REALTY GROUP, INC.**

**Respondent,**

**Case No: CEB 14-010058  
998 East Hwy 50  
Clermont, Florida 34711**

**FINDINGS OF FACT, CONCLUSION OF LAW and ORDER**

THIS MATTER came before the Code Enforcement Board of the City of Clermont for hearing on **January 20, 2015** and the Board having heard sworn testimony and received evidence from **Evie Wallace, Code Enforcement Officer**, for the City, and having noted that respondent was not present or represented thereupon issues the following Findings of Fact, Conclusion of Law, and Order:

**I. FINDINGS OF FACT**

- 1) Notice as required by Section 162.12, F.S. was provided to Respondent.
- 2) The Respondent is in custody and control of the property described in the Violation Notice dated October 29, 2014 and located in Clermont, Florida.
- 3) The property has not been maintained in accordance with the approved Cure Plan for the subject property.

**II. CONCLUSION OF LAW**

The Code Enforcement Board finds the Respondent Lindenhurst Realty Group, Inc., is in violation of Clermont City Code Section 86, Section 86-285 (b)(f) "Hardship relief due to eminent domain actions".

**III. ORDER**

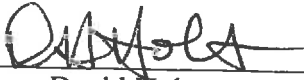
Based on the above-stated findings and conclusion of law, it is hereby Ordered that:

- 1) Respondent shall correct the above-stated violations on or before February 17, 2015, by taking the remedial action as set forth in the Violation Notice dated October 29, 2014. If the Respondent fails to timely correct the violations a fine of TWO HUNDRED FIFTY DOLLARS (\$250) will accrue for each day the violation continues past February 17, 2015.

- 2) Respondent bears the burden of, and shall contact the City of Clermont Code Enforcement Department to arrange for a re-inspection of the Property and to verify that the violation has been corrected, and the property has been brought into compliance with the City Code Sections as cited above. Respondent shall call (352) 241-7304 to request an inspection.
- 3) Any fine imposed shall accrue from the date it is imposed until the date that the violation is corrected as verified by the City of Clermont Code Enforcement Department.

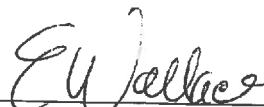
Done and Ordered this 28<sup>th</sup> day of January 2015.

CODE ENFORCEMENT BOARD OF THE  
CITY OF CLERMONT, FLORIDA

  
Chairman David Holt

**An aggrieved party, including the City Council of the City of Clermont, may appeal a final administrative order of the Code Enforcement Board to the Circuit Court. Any such appeal shall be filed within thirty (30) days of the rendition of this Order as set forth in Section 162.11, Florida Statutes.**

**I HEREBY CERTIFY** that on this 28<sup>th</sup> day of January 2015, a true and correct copy of this Order has been furnished by certified and regular mail to the Respondent, Lindenhurst Realty Group, Inc. c/o Zaya Givargidze, 8506 Quito Place, Wellington, FL 33414.

  
Code Enforcement Officer

IN THE CIRCUIT COURT OF THE FIFTH  
JUDICIAL CIRCUIT, IN AND FOR LAKE  
COUNTY, FLORIDA  
CASE NO: 14-CA-1865

LINDENHURST REALTY GROUP INC., a  
Florida corporation,  
Plaintiff,

v.

MOUNT DORA GAS INC., a Florida  
corporation and JALLO OIL  
DISTRIBUTORS INC., a Florida  
corporation,

Defendants.

\_\_\_\_\_ /

**AGREED ORDER ON JOINT STIPULATION REGARDING**  
**TITLE AND POSSESSION OF PROPERTY**

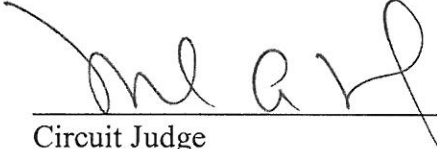
THIS CAUSE came before the Court on the Joint Stipulation of the parties and upon review of the Joint Stipulation of the parties, the Court accepts the agreement of the parties and it is therefore,

ORDERED AND ADJUDGED as follows:

1. The terms of the Joint Stipulation are ratified and incorporated into this Order by reference.
2. The Installment Land Contract attached to the Complaint ("Land Contract") is hereby terminated, all rights of MDG under the Land Contract are merged and extinguished in the reversion to Plaintiff and MDG shall surrender the Property demised by the Land Contract on the terms set forth in the Joint Stipulation.

3. The Court hereby retains jurisdiction to enforce the terms of the Joint Stipulation.

DONE AND ORDERED in Chambers at Lake County, Sanford, Florida, this 3<sup>rd</sup> day of  
Feb.  
January, 2015.

  
\_\_\_\_\_  
Circuit Judge

9171 9690 0935 0075 2980 71

**CODE ENFORCEMENT BOARD OF THE  
CITY OF CLERMONT, FLORIDA**

**CITY OF CLERMONT**

**Petitioner,**

**vs.**

**LINDENHURST REALTY GROUP, INC.**

**Respondent,**

**Case No: CEB 14-010058  
998 East Hwy 50  
Clermont, Florida 34711**

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**I. FINDINGS OF FACT**

- 1) Notice as required by Section 162.12, F.S. was provided to Respondent.
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- 3) The property has not been maintained in accordance with the approved Cure Plan for the subject property.

**II. CONCLUSION OF LAW**

The Code Enforcement Board finds the Respondent Lindenhurst Realty Group, Inc., is in violation of Clermont City Code Section 86, Section 86-285 (b)(f) "Hardship relief due to eminent domain actions".

**III. ORDER**

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- 1) Respondent shall correct the above-stated violations on or before February 17, 2015, by taking the remedial action as set forth in the Violation Notice dated October 29, 2014. If the Respondent fails to timely correct the violations a fine of TWO HUNDRED FIFTY DOLLARS (\$250) will accrue for each day the violation continues past February 17, 2015.

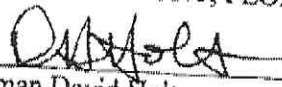
Case No: CEB 14-010058

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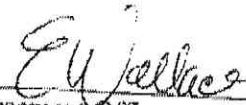
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CODE ENFORCEMENT BOARD OF THE  
CITY OF CLERMONT, FLORIDA

  
Chairman David Holt

An aggrieved party, including the City Council of the City of Clermont, may appeal a final administrative order of the Code Enforcement Board to the Circuit Court. Any such appeal shall be filed within thirty (30) days of the rendition of this Order as set forth in Section 162.11, Florida Statutes.

I HEREBY CERTIFY that on this 28<sup>th</sup> day of January 2015, a true and correct copy of this Order has been furnished by certified and regular mail to the Respondent, Lindenhurst Realty Group, Inc. c/o Zaya Givargidze, 8506 Quito Place, Wellington, FL 33414.

  
Code Enforcement Officer

# HENNEN WOODS

REAL ESTATE & BUSINESS LAW

August 7, 2015

**VIA E-MAIL**

City of Clermont Coe Enforcement Office  
Attn: Evie Wallace, Code Enforcement Supervisor  
685 W. Montrose St.  
Clermont, Florida 34711

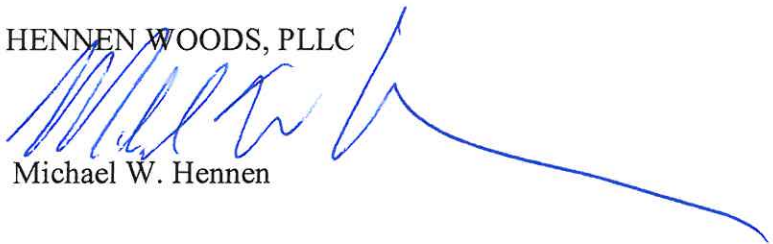
**RE: 998 East Hwy 50 Clermont, Florida 34711 ("Property"); Case No. CEB 14-010058 ("CEB CASE")**

Please be advised that we represent Colonial Real Estate Group, LLC, owner of the above-referenced Property. While my client was the technical legal owner of the Property, on or around April 2, 2014, the Property was conveyed to a third party under an installment land contract. The third party was required to maintain the Property and comply with all laws and regulations, including the Cure Plan at issue in the above-referenced CEB Case. Unfortunately, the purchaser failed to perform under the installment land contract and failed to perform its duties under the Cure Plan. Since equitable title passes in an installment land contract, the prior owner must foreclose in order to retake possession, which my client did in September of 2014 at Case No.2014-CA-001865. Unfortunately, it was not until March 2015 that my client was able to obtain a final judgment terminating the installment land contract and placing full legal and equitable title back with my client and affording him the right to access the Property.

Even before my client obtained title back to the Property, he contacted Evie Wallace and requested an extension of the February 17, 2015 cure date, prior to fines accruing. Immediately upon taking back possession of the Property my client diligently obtained a Cure Plan and completed it as expeditiously as possible. A few delays were caused by a miscommunication regarding the Property having 2 water meters and inclement weather. Colonial Real Estate Group, LLC respectfully requests a waiver of all accrued fines in connection with the above CEB case, given that it had no ability to comply with the Cure Notice until the foreclosure litigation was final and it diligently pursued remedying the violation as soon as the foreclosure proceedings were favorably resolved. I have attached a copy of the Amended Complaint and Final Judgment of Foreclosure herein. Please contact me with any questions.

Respectfully,

HENNEN WOODS, PLLC

  
Michael W. Hennen

IN THE CIRCUIT COURT OF THE  
FIFTH JUDICIAL CIRCUIT, IN AND  
FOR LAKE COUNTY, FLORIDA

LINDENHURST REALTY GROUP,  
INC. a Florida corporation,

CASE NO. 2014CA001865

Plaintiff,

v.

MOUNT DORA GAS, INC.,  
a Florida corporation and JALLO OIL  
DISTRIBUTORS, INC., a Florida  
corporation

Defendants.

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**AMENDED**  
**COMPLAINT TO FORECLOSE**  
**AND QUIET TITLE TO REAL PROPERTY**

Plaintiff sues Defendants and states:

1. This is an action to foreclose a contract for deed on real property located in Lake County, Florida, which real property is legally described as follows (the "Subject Property"):

See Exhibit "A".

2. Plaintiff, Lindenhurst Realty Group ("Lindenhurst") is a Florida corporation doing business in Lake County, Florida.

3. Defendant, Mount Dora Gas Inc. ("MDG") is a Florida corporation that regularly conducts business in Lake County, Florida.

4. Defendant, Jallo Oil Distributors, Inc. ("Jallo Oil" and together with MDG, "Defendants") is a Florida corporation that regularly conducts business in Lake County, Florida.

5. Venue is proper in Lake County and this Court has jurisdiction over the parties hereto and the subject matter hereof since the Defendants regularly do business in Lake County and the real property at issue is located in Lake County.

6. On or about April 2, 2014, Lindenhurst and MDG entered into an Installment Land Contract ("Land Contract"), whereby MDG promised to purchase the Subject Property in installments totaling One Million One Hundred Twenty Nine Thousand Seventy Hundred Three and 06/100 Dollars (\$1,129,703.06). The Land Contract was not recorded. A copy of the Land Contract is attached as Exhibit "B".

7. Under the Land Contract, MDG was to begin making installment payments on November 1, 2014.

8. MDG was provided possession of the Subject Property and installed gas station pumps, ancillary equipment and fixtures associated with a gas station ("Pumps and Equipment").

9. Thereafter, MDG opened for business operating a gas station on the Subject Property.

10. MDG failed to pay the mechanic that installed some or all of the Pumps and Equipment and the mechanic has threatened to place a lien on the Subject Property. A copy of the invoice for such work is attached as Exhibit "C".

11. Paragraph 9 of the Land Contract, required MDG to obtain the following items of insurance related to the Subject Property: All Risk, CGL Insurance, Underground Tank Insurance and PLL Policy, naming Lindenhurst and its mortgagee as additional insureds. MDG failed to obtain any of the required insurance coverages and failed to name Lindenhurst or its mortgagee as additional insured. This constitutes an event of default under the Land Contract.

12. Paragraph 24 of the Land Contract requires that any improvements on the Subject Property shall be "free of all liens" and that "no financing statements or other security interests shall be filed against the [Subject] Property or the contents thereof." Despite this, MDG allowed a UCC-1 financing statement to be filed against the Pumps and Equipment, which constitutes an

event of default under the Land Contract. A copy of the financing statement is attached as Exhibit “D”.

13. The Financing Statement indicates that Jallo Oil is the owner of the Pumps and Equipment, in direct contravention to the terms of the Land Contract.

14. Jallo Oil is owned by the same sole shareholder as MDG and title to the Pumps and Equipment was placed in Jallo Oil’s name in direct contravention of the Land Contract and as a sham to try and insulate liability from MDG.

15. In or around July 2014, Defendant informed Lindenhurst that it would not be able to make the installment payments scheduled to begin on November 1, 2014

16. Lindenhurst attempted to accommodate Defendant by negotiating a termination and surrender of the Land Contract, however, Defendant refused to negotiate in good faith and demanded unreasonable concessions from Seller, even though Defendant itself requested the termination.

17. On September 10, 2014, Lindenhurst sent a written demand for adequate assurance of performance (“Demand For Adequate Assurance”) , given Defendants express statements that it did not intend to begin making the installment payments in November 2014, its statements that it could not afford to operate under the Land Contract, its failure to maintain the required insurance and its failure to pay for the installation of the Pumps and Equipment, thereby risking the imminent threat of having a lien placed on the Subject Property. A copy of the Demand For Adequate Assurance is attached as Exhibit “E”.

18. Defendant failed to respond to the Demand For Adequate Assurance or to provide the requested information and Lindenhurst sent a default and acceleration letter on September 15, 2014 (“Acceleration Letter”), accelerating the balance due under the Land Contract in the

amount of One Million One Hundred Twenty Nine Thousand Seventy Hundred Three and 06/100 Dollars (\$1,129,703.06). A copy of the Acceleration Letter is attached as Exhibit "F".

19. Paragraph 11 of the Land Contract provides that the Pumps and Equipment "shall at all time remain on the [Subject] Property and shall be owned by Seller should Buyer default hereunder."

20. Jallo Oil is named as a defendant to quiet title of any sham interest it may have in the Pumps and Equipment.

21. The Land Contract provides that Lindenhurst is entitled to all of its costs, fees and attorney's fees in bringing this action for Defendant's default.

22. Defendant has defaulted under the terms of the Land Contract for the reasons set forth herein.

23. Lindenhurst is entitled to entry of judgment foreclosing and/or quieting title to Defendant's interests under the Land Contract with respect to the Subject Property and holding all rights and interest to the Pumps and Equipment are vested in Seller alone.

24. All conditions precedent to the acceleration of the Land Contract, as well as all conditions precedent to this foreclosure action with respect to said Land Contract, have been fulfilled, have occurred or have been waived.

25. Lindenhurst seeks to foreclose and/or quite title the Land Contract in order to clear any cloud on title to the Subject Property arising therefrom.

**WHEREFORE**, Plaintiff, Lindenhurst Realty Group, demands judgment: (a) foreclosing Mount Dora Gas Inc.'s rights and interest in the Land Contract; (b) quieting title of Mount Dora Gas Inc.'s rights and interest with respect to the Subject Property in favor of Plaintiff; (c) granting Defendant's a reasonable time period to exercise its right of redemption with respect to

the Subject Property in the amount of \$1,129,703.06, without the necessity of a resale of the Subject Property pursuant to Florida Statutes 45.031 and foreclosing Defendant's interest in the Subject Property in the event that they fails to timely exercise such right; (d) ordering that title in and to the Pumps and Equipment is vested solely in Plaintiff and quieting title of Defendants' interest therein; (e) awarding Plaintiff costs, fees and attorney's fees in brining this action; (f) entering a restraining order prohibiting Defendants from removing or encumbering the Pumps and Equipment during the pendency of this action; and (g) awarding such other and further relief as this Court deems just and proper.

/s/ Michael Hennen  
MICHAEL W. HENNEN, ESQUIRE  
Florida Bar No. 0011565  
Hennen Woods, PLLC  
425 W. Colonial Dr. Ste. 204  
Orlando, FL 32804  
Phone (407) 970-2396  
Email mhennenlaw@gmail.com  
Attorney for Plaintiff

EXHIBIT "A"

A PARCEL OF LAND LYING NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 50 AND WEST OF THE WEST RIGHT-OF-WAY LINE OF GRAND HIGHWAY IN SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGIN AT A POINT 5.00 FEET EAST OF THE SOUTHWEST CORNER OF LOT 36 AS SHOWN ON THE PLAT OF LAKEVIEW HEIGHTS SUBDIVISION, SECTION ONE, AS RECORDED IN PLAT BOOK 12 PAGE 83, OF THE PUBLIC RECORDS OF LAKE COUNTY, SAID POINT BEING ON THE SOUTH LINE OF SAID LOT 36; THENCE NORTH  $88^{\circ}32'17''$  EAST ALONG SAID SOUTH LINE A DISTANCE OF 126.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 36; THENCE SOUTH  $1^{\circ}27'43''$  EAST ALONG THE WEST LINE OF LOT 1 OF SAID LAKEVIEW HEIGHTS SUBDIVISION, A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH  $88^{\circ}32'17''$  EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 131.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH  $1^{\circ}27'43''$  EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF GRAND HIGHWAY, A DISTANCE OF 149.04 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50, SAID POINT OF INTERSECTION BEING ON THE ARC OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 8519.37 FEET AND A CHORD BEARING OF NORTH  $83^{\circ}04'52''$  WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF  $0^{\circ}56'47''$ , AN ARC DISTANCE OF 140.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE CONTINUE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH  $75^{\circ}02'20''$  WEST, A DISTANCE OF 122.79 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN PARALLEL WITH AND 5.00 FEET EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF AFORESAID LOT 36 A DISTANCE OF 159.81 FEET TO THE POINT OF BEGINNING. LESS THE EASTERLY 10.00 FEET THEREOF.

AND

LOT 36 OF AFORESAID LAKEVIEW HEIGHTS SUBDIVISION, SECTION ONE, LESS THE WESTERLY 5.00 FEET THEREOF.

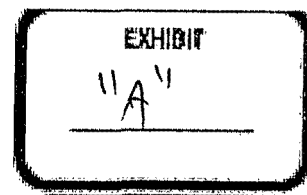
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AND

LOT 36 OF AFORESAID LAKEVIEW HEIGHTS SUBDIVISION, SECTION ONE, LESS THE WESTERLY 5.00 FEET THEREOF.



### Real Estate Installment Contract

1. *Parties and Date.* This Contract is entered into on April <sup>2nd</sup>, 2014, between LINDENHURST REALTY GROUP, INC. a Florida corporation, as "Seller" and MOUNT DORA GAS, INC., a Florida corporation, as "Buyer".

2. *Sale and Legal Description.* Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that real estate located in Lake County, State of Florida having a street address of 998 East Highway 50, Clermont, Florida 34711, as more particularly described in Exhibit "A" attached hereto ("Property").

3. *Purchase Price-Payment Terms.* Buyer agrees to pay One Million One Hundred Twenty Nine Thousand Seventy Hundred Three and 06/100 Dollars (\$1,129,703.06), which shall be calculated and paid as set forth herein. It is the intent of the parties that the Purchase Price shall equal the amount necessary to pay off that certain Amended Promissory Note ("Existing Note") in the principal amount of \$1,189,612.58, dated Effective March 1, 2013, between Seller and Interest National Bank ("Lender"), as such balance exists on November 1, 2014. A copy of the amortization schedule of the Note is attached as Exhibit "B". Seller shall make the required monthly payments under the Note (as set forth in the amortization schedule) for the first seven (7) months after the date of this Contract. Buyer shall be responsible for and make all remaining payments under the Note beginning with the payment due November 1, 2014 and shall continue to timely make all remaining payments through the remainder of the term of the Note. Buyer shall, at Seller's option, pay the amounts directly to Lender or shall make such payments to Seller in such time as to allow Seller to forward the payment along to Lender prior to any late payment penalty being assessed. Buyer acknowledges and agrees that the Note will balloon on March 1, 2018 ("Maturity Date"), with such balloon payment anticipated to be Nine Hundred Ninety One Thousand Nine Hundred Seventy Eight and 93/100 Dollars (\$991,978.93) ("Balloon Amount"). Buyer shall pay Seller the Balloon Amount on the Maturity Date. Buyer shall, at Seller's option, pay the Balloon Amount directly to Lender on the Maturity Date or shall make such payment to Seller in such time as to allow Seller to forward the Balloon Amount along to Lender prior to any late payment penalty being assessed. Six months prior to the Maturity Date ("Financing Date"), Buyer shall provide Seller with proof of Buyer's ability to pay the Balloon Amount on the Maturity Date by either showing proof of funds or showing a commitment for financing. Failure to do so shall be deemed an Event of Default herein. Buyer shall use good faith efforts to obtain financing by the Financing Date. Should Buyer not be able to get financing despite its best efforts, which Buyer shall provide evidence of the same to Seller, then in such event Seller shall endeavor to obtain financing to pay off the Balloon Amount on the Maturity Date on Buyer's behalf. Buyer shall be obligated to pay all amounts in connection with such Seller obtained alternative financing and Buyer shall pay any and all amounts when due thereafter.

The Note is secured by that certain Mortgage between Seller and Lender, recorded in O.R. Book 3586, Page 115, , as amended by that certain Mortgage Modification and Extension Agreement, recorded in O.R. Book 4346, Page 1771, all in the Public Records of Lake County, Florida ("Existing Mortgage"). Buyer shall perform and comply with all of the terms, covenants, and conditions of the Existing Mortgage, including obtaining any required insurance and the payment of interest and principal due and owing under the Existing Note. A default of the Existing Note or Existing Mortgage shall automatically be a default of Purchaser's obligations herein. To the extent required by the Existing Mortgage Buyer shall make deposits with Seller for the payment of real estate taxes and insurance premiums, or make such deposits, or cause such deposits to be made with the holder of the Existing Note. Buyer shall defend, indemnify

and hold Seller harmless from any damages suffered by Seller from Lender as a result of Buyer failing to comply with the terms herein.

Buyer acknowledges and agrees that Lender currently holds escrowed funds for taxes, insurance and other escrowed matters ("Escrow Amount"). Seller shall provide Buyer evidence of such Escrow Amount and Buyer shall pay such Escrow Amount on the next immediately scheduled payment.

4. *Other Encumbrances Against the Property.* The property is subject to encumbrances including the Existing Mortgage. Buyer has performed a search of the records and is satisfied with the existing matters of title. Seller shall not place any additional matters of record after the effective date of this Contract without the prior approval of Buyer.

5. *Fulfillment Deed.* Upon payment of all amounts due Seller, Seller agrees to deliver to Buyers a Special Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein.

6. *Late Charges.* If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyers agree to pay a late charge equal to 5% of the amount of such payment, together with paying all late fees and penalties under the Existing Note and/or Existing Mortgage that Seller is required to pay as a result of such delay. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Buyers after such late charges are due shall be applied to the late charges.

7. *Possession.* Buyer is entitled to possession of the Property from and after the date of this Contract.

8. *Taxes, Assessments and Utility Liens.* Buyers agree to pay by the date due all taxes and assessments becoming a lien against the Property after the date of this Contract. Buyers may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the Property is threatened as the result of such contest and so long as such defense or contest does not trigger a default under the Existing Note or Existing Mortgage. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract or Lender's interest under the Existing Mortgage.

9. *Insurance.* Buyer agrees to maintain all required insurance in such amounts and terms required under the Existing Mortgage. Notwithstanding the foregoing, Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the replacement value or the balance owed on the Existing Note plus the balance due Seller, whichever is higher. In the event of forfeiture, all rights of Buyers in insurance policies then in force shall pass to Seller. In addition to any insurance required in the Existing Mortgage, Buyer shall obtain and maintain in full force and effect an insurance policy in the amount of US \$1,000,000 per occurrence with US \$10,000,000 aggregate policy limit under a blanket policy which will insure Buyer, the Property Seller and Lender against any and all claims, actions, damages, liability and expense; including but not limited to reasonable attorneys' fees and costs, arising from or associated in any matter whatsoever with the Release of hazardous materials present at, on, under or from the Property during from any underground storage tank system located or later installed at the Property ("Tank Insurance"). Buyer shall also obtain and maintain in full force and effect an insurance policy commonly referenced as a "PLL Policy" with a minimum coverage of US \$1,000,000 per occurrence with US \$10,000,000 aggregate policy limit under a blanket policy. Such coverage

shall include a contractual obligation endorsement covering Buyer's duties and obligations set forth herein. The PLL Policy shall insure not only Buyer, but also Seller, Lender and the Property at a minimum against any and all claims, actions, damages, liability and expense, including but not limited to reasonable attorneys' fees and costs, arising from or associated in any matter whatsoever with the release of hazardous materials at or from the Property. Buyer may combine such PLL Policy with the Tank Insurance policy referred to above.

Buyer shall, at Seller's option, obtain such insurance directly and name Lender and Seller as additional insured or pay Seller such amounts in advance and permit Seller to obtain such insurance on behalf of Buyer.

10. *Nonpayment of Taxes, Insurance and Utilities Constituting Liens.* If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyers shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

11. *Condition of Property.* The Property is and shall be accepted by Buyer in its "as is" condition as of the date hereof, and Seller is not making any representations as to the condition of the Property, buildings, underground tanks, equipment or appurtenances. Notwithstanding the foregoing, within thirty (30) days after the full execution of this Lease ("Title and Environmental Deadline"), Buyer shall have the right to have a Phase I and/or Phase II Environmental Assessment performed on the Property ("Environmental Assessment") and obtain a title search on the Property ("Title Search"). Should the Environmental Report evidence any uncured recognized environmental conditions or the Title Search reveal any matter of record that would make title unmarketable, any other mortgage or recorded lien other than the Existing Mortgage or any matter that prohibits Buyer's permitted use of the Property, Buyer shall be entitled to terminate this Contract prior to the end of the Title and Environmental Deadline. Failure of Buyer to obtain an Environmental Report or Title Search within the Title and Environmental Deadline and provide Seller with a copy of the same, shall be deemed an election that Buyer is satisfied with the Property and its condition of title and no environmental contamination exists on the Property. Seller shall not take any additional future advances under the Existing Mortgage and shall pay off any other mortgages or liens affecting the Property after the effective date of this Contract; however, Buyer shall be responsible for the Existing Mortgage as set forth herein. Seller shall cooperate with Buyer in connection with such inspections and due diligence; provided, however, Seller shall not be responsible or required to make any improvements, alterations or repairs therein or to spend any money to prepare the Property for Buyer. Buyer agrees to maintain the Property in such condition as complies with all applicable laws. Buyer shall install above ground fuel pumps, fuel dispensers, fuel lines and systems used to dispense petroleum products for the Property, per the plans previously approved by Seller ("Buyer Work"). Buyer acknowledges that, all such pumps, equipment and fixtures shall at all times be and remain on the Property and shall be owned by Seller should Buyer default hereunder. Buyer hereby grants Seller a security interest in the Buyer Work and consents to Seller filing a UCC thereon.

12. *Risk of Loss.* Buyer shall bear the risk of loss for destruction or condemnation of the Property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.

13. *Waste.* Buyers shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the Property.

14. *Use of Property.* The Property is to be used solely for the operation of a convenience store and the sale of petroleum products as gasoline station. Any other use constitutes a breach of this Contract unless agreed to in advance writing by Seller, which shall not be unreasonably withheld and may cause a forfeiture of this Contract at Seller's election. Buyer's use in violation of this use provision shall not relieve Buyer of the obligations created herein. Buyer shall be responsible for obtaining all approvals and permits and for all site improvements or construction of the same.

15. *Condemnation.* Seller and Buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the Property to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the Property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

16. *Default.* If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:

(a). *Suit for Installments.* Sue for any delinquent periodic payment; or

(b). *Specific Performance.* Sue for specific performance of any Buyer's obligations pursuant to this contract; or

(c). *Acceleration of Balance Due.* Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyers or personally delivered to the Buyers, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorneys fees and costs; or

(d). *Judicial Foreclosure.* Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.

17. *Receiver.* If Seller has instituted any proceedings specified in Paragraph 16 and Buyer is receiving rental or other income from the property, Buyers agree that the appointment of a receiver for the property is necessary to protect Seller's interest.

18. *Buyer's Remedy for Seller's Default.* If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyers may, after 30 days written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

19. *Non-Waiver.* Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

20. *Attorneys' Fees and Costs.* In the event of any breach of this Contract the party responsible for the breach agrees to pay reasonable attorneys' fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit

instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.

21. *Notices.* Notices shall be either personally served or shall be sent certified mail, return receipt requested certified mail or sent by overnight courier to Buyer at 16055 State Road 52, Suite 201, Land O' Lakes, FL 34638, and to Seller at 8506 Quito Place, Wellington, FL 33140 or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed.

22. *Time for Performance.* Time is of the essence in performance of any obligations pursuant to this Contract.

23. *Successors and Assigns.* Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer.

24. *Liens.* Buyer shall indemnify and hold Seller harmless from and against any and all bills for labor performed or equipment, fixtures and materials furnished to or for Buyer, and from and against any and all mechanic's liens or claims therefor or against the Property or any building of which it forms a part, and from and against any and all liability, claim, loss, damage or expense, including reasonable attorneys' fees, in connection with any work performed by or for Buyer. The Property and any improvements shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to or on behalf of Buyer, and no financing statements or other security instruments shall be filed against the Property or the contents thereof. If a notice of mechanic's lien be filed against the Property, or against premises of which the Property is a part, for, or purporting to be for, labor or material alleged to have been furnished, or to be furnished to or for the Buyer at the Property, or if any such lien or charge shall be filed or made against Seller as owner, and if the Buyer at Buyer's sole cost and expense shall fail to take such action as shall cause such lien to be discharged within thirty (30) days after the filing of such notice or Buyer shall not have bonded the mechanic's lien, the Seller may pay the amount of such lien or discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, the Seller may require the lienor to prosecute an appropriate action to enforce the lienor's claim. In such case, the Seller may pay any judgment recovered on such claims. Any amount paid or expense incurred by the Seller, including reasonable attorneys' fees, as in this subdivision of this Contract provided, and any expense incurred or sum of money paid by the Seller by reason of the failure for the Buyer to comply with any provision hereof, or in defending any such action, shall be added to the Purchase Price and shall be due and payable by the Buyer to the Seller on the first day of the next following month, or at the option of the Seller, on the first day of any succeeding month.

25. *Due on Sale.* If Buyers, without written consent of Seller, (a) conveys, (b) sells, (c) assigns, (d) contracts to convey, sell or assign, or (e) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Buyer's interest in the property or this Contract, Seller may at any time declare the entire balance of the purchase price due and payable. Moreover, in the event the Existing Lender accelerates or declares the entire balance of the Existing Note due and payable, then the Purchase Price hereunder shall be correspondingly accelerated hereunder and immediately due and payable.

26. *Periodic Payments on Taxes and Insurance.* In addition to the periodic payments on the purchase price, Buyer agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

27. *Lease of Property by Buyer.* Buyer may lease all or any portion of the Property and/or the operations at the Property to third parties.

28. *Indemnification.* Each party (the "Indemnifying Party") agrees to forever defend, indemnify and save harmless the other party (the "Indemnified Party") from and against any and all liability, penalties, damages, expenses and judgments arising from injury during said term to person or property of any nature, occasioned wholly or in part by any act or acts, omission or omissions of the Indemnifying Party, or of the employees, guests, agents, assigns or undertenants of the Indemnifying Party and, as to Buyer, also for any matter or thing growing out of the occupation of the Property.

29. *Costs.* Buyer shall be responsible for the payment of documentary stamps associated with this Contract. Buyer shall pay all costs associated with recording the Special Warranty Deed, and shall pay the costs associated with the conveyance including any title insurance policy.

30. *Memorandum.* The parties may record a memorandum of this Contract in the Public Records in which the Property is located.

31. *Entire Agreement.* This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyers.

32. *RADON GAS.* Radon is a naturally occurring radioactive gas, that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS, the parties have signed and sealed this Contract the day and year first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print Witness #1 Name

\_\_\_\_\_  
Print Witness #2 Name

Mike AbuJuma  
Print Witness #1 Name

**SELLER:**

LINDENHURST REALTY GROUP, INC. a  
Florida corporation

By: [Signature]  
Name: ZAYIA G. VARGAS  
Title: MANAGER

**BUYER:**

MOUNT DORA GAS, INC., a Florida  
corporation

By: [Signature] President  
Name: Paul Jullia  
Title: President

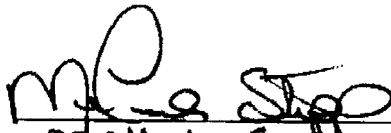
  
\_\_\_\_\_  
Melinda Stepp  
\_\_\_\_\_  
Print Witness #2 Name

EXHIBIT "A"

A PARCEL OF LAND LYING NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 50 AND WEST OF THE WEST RIGHT-OF-WAY LINE OF GRAND HIGHWAY IN SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGIN AT A POINT 5.00 FEET EAST OF THE SOUTHWEST CORNER OF LOT 36 AS SHOWN ON THE PLAT OF LAKEVIEW HEIGHTS SUBDIVISION, SECTION ONE, AS RECORDED IN PLAT BOOK 12 PAGE 83, OF THE PUBLIC RECORDS OF LAKE COUNTY, SAID POINT BEING ON THE SOUTH LINE OF SAID LOT 36; THENCE NORTH 88°32'17" EAST ALONG SAID SOUTH LINE A DISTANCE OF 126.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 36; THENCE SOUTH 1°27'43" EAST ALONG THE WEST LINE OF LOT 1 OF SAID LAKEVIEW HEIGHTS SUBDIVISION, A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°32'17" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 131.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 1°27'43" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF GRAND HIGHWAY, A DISTANCE OF 149.04 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50, SAID POINT OF INTERSECTION BEING ON THE ARC OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 8519.37 FEET AND A CHORD BEARING OF NORTH 83°04'52" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 0°56'47", AN ARC DISTANCE OF 140.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE CONTINUE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 75°02'20" WEST, A DISTANCE OF 122.79 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN PARALLEL WITH AND 5.00 FEET EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF AFORESAID LOT 36 A DISTANCE OF 159.81 FEET TO THE POINT OF BEGINNING. LESS THE EASTERLY 10.00 FEET THEREOF.

AND

LOT 36 OF AFORESAID LAKEVIEW HEIGHTS SUBDIVISION, SECTION ONE, LESS THE WESTERLY 5.00 FEET THEREOF.

## Mortgage Calculator

## Mortgage Payment Calculator

Mortgage amount: \$   
 Mortgage term:  years or  months  
 Interest rate:  % per year  
 Mortgage start date:     
 Monthly payments: \$

Calculate

### Extra payments

Adding: \$  to your monthly mortgage payment  
 Adding: \$  as an extra yearly mortgage payment every   
 Adding: \$  as a one-time payment in

Changes paid off date to:

Show/Recalculate Amortization Table

### Amortization table for \$1,189,613.00 borrowed on May 01, 2013

| Month / Year | Payment    | Principal Paid | Interest Paid | Total Interest | Balance        |
|--------------|------------|----------------|---------------|----------------|----------------|
| June 2013    | \$7,250.00 | \$3,284.62     | \$3,965.38    | \$3,965.38     | \$1,186,328.38 |
| July 2013    | \$7,250.00 | \$3,295.57     | \$3,954.43    | \$7,919.80     | \$1,183,032.80 |
| Aug. 2013    | \$7,250.00 | \$3,306.56     | \$3,943.44    | \$11,863.25    | \$1,179,726.24 |
| Sept. 2013   | \$7,250.00 | \$3,317.58     | \$3,932.42    | \$15,795.67    | \$1,176,408.66 |
| Oct. 2013    | \$7,250.00 | \$3,328.64     | \$3,921.36    | \$19,717.03    | \$1,173,080.03 |
| Nov. 2013    | \$7,250.00 | \$3,339.73     | \$3,910.27    | \$23,627.30    | \$1,169,740.29 |
| Dec. 2013    | \$7,250.00 | \$3,350.87     | \$3,899.13    | \$27,526.43    | \$1,166,389.43 |
| Jan. 2014    | \$7,250.00 | \$3,362.04     | \$3,887.96    | \$31,414.40    | \$1,163,027.39 |
| Feb. 2014    | \$7,250.00 | \$3,373.24     | \$3,876.76    | \$35,291.15    | \$1,159,654.15 |
| Mar. 2014    | \$7,250.00 | \$3,384.49     | \$3,865.51    | \$39,156.67    | \$1,156,269.66 |
| Month / Year | Payment    | Principal Paid | Interest Paid | Total Interest | Balance        |
| April 2014   | \$7,375.00 | \$3,279.88     | \$4,095.12    | \$4,095.12     | \$1,152,989.78 |
| May 2014     | \$7,375.00 | \$3,291.49     | \$4,083.51    | \$8,178.63     | \$1,149,698.29 |
| June 2014    | \$7,375.00 | \$3,303.15     | \$4,071.85    | \$12,250.48    | \$1,146,395.13 |
| July 2014    | \$7,375.00 | \$3,314.85     | \$4,060.15    | \$16,310.62    | \$1,143,080.28 |
| Aug. 2014    | \$7,375.00 | \$3,326.59     | \$4,048.41    | \$20,359.03    | \$1,139,753.69 |
| Sept. 2014   | \$7,375.00 | \$3,338.37     | \$4,036.63    | \$24,395.66    | \$1,136,415.32 |
| Oct. 2014    | \$7,375.00 | \$3,350.20     | \$4,024.80    | \$28,420.47    | \$1,133,065.12 |
| Nov. 2014    | \$7,375.00 | \$3,362.06     | \$4,012.94    | \$32,433.40    | \$1,129,703.06 |
| Dec. 2014    | \$7,375.00 | \$3,373.97     | \$4,001.03    | \$36,434.44    | \$1,126,329.09 |
| Jan. 2015    | \$7,375.00 | \$3,385.92     | \$3,989.08    | \$40,423.52    | \$1,122,943.18 |
| Feb. 2015    | \$7,375.00 | \$3,397.91     | \$3,977.09    | \$44,400.61    | \$1,119,545.27 |
| Mar 2015     | \$7,375.00 | \$3,409.94     | \$3,965.06    | \$48,365.67    | \$1,116,135.32 |

| Month / Year | Payment    | Principal Paid | Interest Paid | Total Interest | Balance        |
|--------------|------------|----------------|---------------|----------------|----------------|
| April 2015   | \$7,500.00 | \$3,314.49     | \$4,185.51    | \$4,185.51     | \$1,112,820.83 |
| May 2015     | \$7,500.00 | \$3,326.92     | \$4,173.08    | \$8,358.59     | \$1,109,493.92 |
| June 2015    | \$7,500.00 | \$3,339.39     | \$4,160.60    | \$12,519.19    | \$1,106,154.52 |
| July 2015    | \$7,500.00 | \$3,351.92     | \$4,148.08    | \$16,667.27    | \$1,102,802.61 |
| Aug. 2015    | \$7,500.00 | \$3,364.49     | \$4,135.51    | \$20,802.78    | \$1,099,438.12 |
| Sept. 2015   | \$7,500.00 | \$3,377.10     | \$4,122.89    | \$24,925.67    | \$1,096,061.02 |
| Oct. 2015    | \$7,500.00 | \$3,389.77     | \$4,110.23    | \$29,035.90    | \$1,092,671.25 |
| Nov. 2015    | \$7,500.00 | \$3,402.48     | \$4,097.52    | \$33,133.42    | \$1,089,268.77 |
| Dec. 2015    | \$7,500.00 | \$3,415.24     | \$4,084.76    | \$37,218.17    | \$1,085,853.54 |
| Jan. 2016    | \$7,500.00 | \$3,428.04     | \$4,071.95    | \$41,290.12    | \$1,082,425.49 |
| Feb. 2016    | \$7,500.00 | \$3,440.90     | \$4,059.10    | \$45,349.22    | \$1,078,984.59 |
| Mar. 2016    | \$7,500.00 | \$3,453.80     | \$4,046.19    | \$49,395.41    | \$1,075,530.79 |
| Month / Year | Payment    | Principal Paid | Interest Paid | Total Interest | Balance        |
| April 2016   | \$7,625.00 | \$3,387.69     | \$4,237.31    | \$4,237.31     | \$1,072,163.10 |
| May 2016     | \$7,625.00 | \$3,381.02     | \$4,243.98    | \$8,501.29     | \$1,068,782.09 |
| June 2016    | \$7,625.00 | \$3,394.40     | \$4,230.60    | \$12,731.88    | \$1,065,387.69 |
| July 2016    | \$7,625.00 | \$3,407.84     | \$4,217.16    | \$16,949.04    | \$1,061,979.85 |
| Aug. 2016    | \$7,625.00 | \$3,421.33     | \$4,203.67    | \$21,152.71    | \$1,058,558.53 |
| Sept. 2016   | \$7,625.00 | \$3,434.87     | \$4,190.13    | \$25,342.84    | \$1,055,123.66 |
| Oct. 2016    | \$7,625.00 | \$3,448.46     | \$4,176.53    | \$29,519.37    | \$1,051,675.19 |
| Nov. 2016    | \$7,625.00 | \$3,462.11     | \$4,162.88    | \$33,682.25    | \$1,048,213.08 |
| Dec. 2016    | \$7,625.00 | \$3,475.82     | \$4,149.18    | \$37,831.43    | \$1,044,737.26 |
| Jan. 2017    | \$7,625.00 | \$3,489.58     | \$4,135.42    | \$41,966.85    | \$1,041,247.68 |
| Feb. 2017    | \$7,625.00 | \$3,503.39     | \$4,121.61    | \$46,088.45    | \$1,037,744.29 |
| Mar. 2017    | \$7,625.00 | \$3,517.26     | \$4,107.74    | \$50,196.19    | \$1,034,227.04 |
| Month / Year | Payment    | Principal Paid | Interest Paid | Total Interest | Balance        |
| April 2017   | \$7,750.00 | \$3,440.72     | \$4,309.28    | \$4,309.28     | \$1,030,788.32 |
| May 2017     | \$7,750.00 | \$3,455.06     | \$4,294.94    | \$8,604.22     | \$1,027,331.26 |
| June 2017    | \$7,750.00 | \$3,469.45     | \$4,280.55    | \$12,884.77    | \$1,023,861.81 |
| July 2017    | \$7,750.00 | \$3,483.91     | \$4,266.09    | \$17,150.86    | \$1,020,377.90 |
| Aug. 2017    | \$7,750.00 | \$3,498.43     | \$4,251.57    | \$21,402.43    | \$1,016,879.48 |
| Sept. 2017   | \$7,750.00 | \$3,513.00     | \$4,237.00    | \$25,639.43    | \$1,013,366.47 |
| Oct. 2017    | \$7,750.00 | \$3,527.64     | \$4,222.36    | \$29,861.79    | \$1,009,838.83 |
| Nov. 2017    | \$7,750.00 | \$3,542.34     | \$4,207.66    | \$34,069.45    | \$1,006,296.50 |
| Dec. 2017    | \$7,750.00 | \$3,557.10     | \$4,192.90    | \$38,262.36    | \$1,002,739.40 |
| Jan. 2018    | \$7,750.00 | \$3,571.92     | \$4,178.08    | \$42,440.44    | \$999,167.48   |
| Feb. 2018    | \$7,750.00 | \$3,586.80     | \$4,163.20    | \$46,603.64    | \$995,580.68   |
| Mar. 2018    | \$7,750.00 | \$3,601.75     | \$4,148.25    | \$50,751.89    | \$991,978.93   |



Andrew Bell, Inc.

P.O. Box 809  
Ocoee, FL 34761-0809

Invoice

| Date     | Invoice # |
|----------|-----------|
| 8/1/2014 | 2430      |

Bill To  
Jallo Oil Distributors, Inc.  
16055 State Road 52, Suite 201  
Land O' Lakes, FL 34638

| P.O. No. | Terms | Project |
|----------|-------|---------|
|----------|-------|---------|

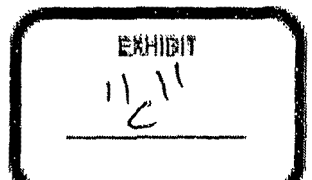
Due on receipt

| Quantity | Description                                               | Rate     | Amount   |
|----------|-----------------------------------------------------------|----------|----------|
|          | Mobil Express Food Mart: 998 E. Hwy 50 Clermont, FL 34711 | 5,000.00 | 5,000.00 |
|          | Install dispensers                                        |          |          |
| 22       | 1-1/2" Unions H.D. @ \$41.21                              | 41.21    | 906.62   |
| 22       | 1-1/2" x 11" Nipples @ \$12.95                            | 12.95    | 284.90   |
| 8        | Address dispensers 8 @ \$210.00                           | 210.00   | 1,680.00 |
| 16       | Firm Ware 16 @ \$165.00                                   | 165.00   | 2,640.00 |
|          | Hanging hardware and (2) high hose retrievers             | 5,784.09 | 5,784.09 |
|          | Renew permits                                             | 1,216.89 | 1,216.89 |
| 18       | Fuel filters @ \$14.50                                    | 14.50    | 261.00   |
| 4        | Labor to install filters \$ @ \$65.00                     | 65.00    | 260.00   |
|          |                                                           | 0.00%    | 0.00     |

Thank you for your business.

Total \$18,033.50

Phone # 407-877-8392 Fax # 407-656-8089 Andrew@AndrewBellInc.com



**TATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM**

NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON  
 IANA STOBBS; 2627926688  
 mail DSTOBBS@M2LEASE.COM  
 SEND ACKNOWLEDGEMENT TO:

Florida Secured Transaction Reg

**FILED**

2014 May 19 02:39 PM

\*\*\*\*\* 201401449342 \*\*\*\*\*



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names**

|                                                   |                     |                               |               |                      |
|---------------------------------------------------|---------------------|-------------------------------|---------------|----------------------|
| ORGANIZATION'S NAME<br>ALLO OIL DISTRIBUTORS, INC |                     |                               |               |                      |
| INDIVIDUAL'S SURNAME                              | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) |               | SUFFIX               |
| MAILING ADDRESS Line One<br>98 STATE ROAD 50      |                     | This space not available.     |               |                      |
| MAILING ADDRESS Line Two                          |                     | CITY<br>CLERMONT              | STATE<br>FL   | POSTAL CODE<br>34711 |
|                                                   |                     |                               | COUNTRY<br>US |                      |

**ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names**

|                          |                     |                               |         |             |
|--------------------------|---------------------|-------------------------------|---------|-------------|
| ORGANIZATION'S NAME      |                     |                               |         |             |
| INDIVIDUAL'S SURNAME     | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) |         | SUFFIX      |
| MAILING ADDRESS Line One |                     | This space not available.     |         |             |
| MAILING ADDRESS Line Two |                     | CITY                          | STATE   | POSTAL CODE |
|                          |                     |                               | COUNTRY |             |

**SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)**

|                                                        |                     |                               |               |                      |
|--------------------------------------------------------|---------------------|-------------------------------|---------------|----------------------|
| ORGANIZATION'S NAME<br>2 LEASE FUNDS LLC               |                     |                               |               |                      |
| INDIVIDUAL'S SURNAME                                   | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) |               | SUFFIX               |
| MAILING ADDRESS Line One<br>75 NORTH PATRICK BOULEVARD |                     | This space not available.     |               |                      |
| MAILING ADDRESS Line Two<br>SUITE 140                  |                     | CITY<br>BROOKFIELD            | STATE<br>WI   | POSTAL CODE<br>53045 |
|                                                        |                     |                               | COUNTRY<br>US |                      |

This FINANCING STATEMENT covers the following collateral:

lease #106895 - Eight (8) Gilbarco Encore dispensers per Express Equipment Company  
 invoice #17371 dated 5/9/14; One (1) Monument Sign including installation per Falon  
 Rogers Signs invoice #12648 dated 5/2/14; One (1) cabinet as per Ecklund's Cabinets  
 LC invoice dated 5/6/14 - This financing statement is filed in connection with a  
 true lease transaction, and is filed for precautionary purposes only. Lessor and  
 lessee are neither acknowledging nor suggesting that the lease between them  
 constitutes a "security agreement" or creates a "security interest" within the  
 meaning of the Uniform Commercial Code. Insurance proceeds on above.

ALTERNATE DESIGNATION (if applicable)

☐ LESSEE/LESSOR  
☐ AG LIEN

☐ CONSIGNEE/CONSIGNOR  
☐ NON-UCC FILING

☐ BAILEE/BAILOR  
☐ SELLER/BUYER

Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☐ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

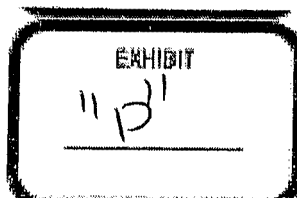
☐ Florida Documentary Stamp Tax is not required.

OPTIONAL FILER REFERENCE DATA Lease #106895

STANDARD FORM - FORM UCC-1 (REV.05/2013)

Filing Office Copy

Approved by the Secretary of State, State of Florida



# NISHAD KHAN P.L.

*Attorneys & Advisors*

REAL ESTATE • BUSINESS • ASSET PRESERVATION • TRANSFER

September 10, 2014

**VIA E-MAIL AND FEDERAL EXPRESS**

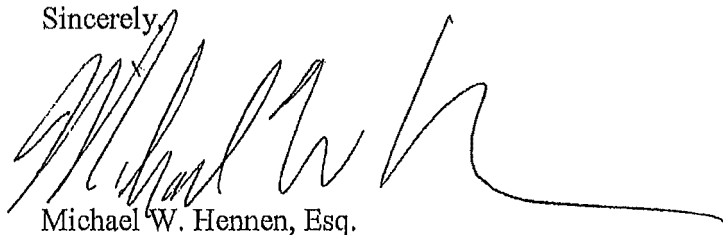
MOUNT DORA GAS, INC.,  
16055 State Road 52, Suite 201  
Land O' Lakes, FL 34638

**RE: Real Estate Installment Contract ("Contract") between Lindenhurst Realty Group, Inc. ("Seller") and Danette and Mount Dora Gas, Inc. ("Buyer")**

Please be advised that this law firm represents Lindenhurst Realty Group, Inc. As you are aware, our client entered into the above-referenced Contract with Buyer, with an effective date of April 2, 2014 for the installment purchase of certain real property located in Lake County, Florida, as more specifically described in the Contract ("Property"). We understand that you have indicated that you will not perform your payment obligations under the Contract, which are to begin in October and that you have failed to maintain the insurance required under the Contract causing our client to receive a cancellation notice. We further understand that our client has attempted to contact you on several occasions to obtain adequate assurances that you are able to perform your obligations under the Contract, but that such attempts have been unsuccessful.

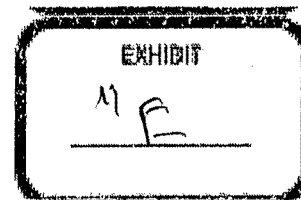
This correspondence is being delivered pursuant to Article 21 of the Contract and is a demand that you provide Seller with adequate assurance of your ability to perform under the Contract by providing written confirmation that you will begin making the required payments in October, evidence that you have obtained insurance and proof that you have adequate funds to maintain your business on the Property and are able to perform under the Contract. Failure to respond in writing with such requested documentation by the end of business on Friday, September 12, 2014 shall be a default under the terms of the Contract and it will be deemed terminated as of such date.

Sincerely,



Michael W. Hennen, Esq.

cc: Lindenhurst Realty Group, Inc.



**NISHAD II KHAN P.L.**  
**REAL ESTATE AND BUSINESS LAW**

September 15, 2014

**VIA E-MAIL AND FEDERAL EXPRESS**

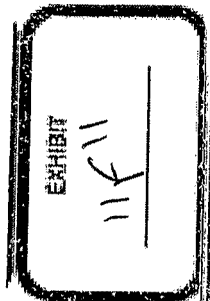
MOUNT DORA GAS, INC.,  
16055 State Road 52, Suite 201  
Land O' Lakes, FL 34638

**RE: Real Estate Installment Contract ("Contract") between Lindenhurst Realty Group, Inc. ("Seller") and Danette and Mount Dora Gas, Inc. ("Buyer")**

As you know, the undersigned and the law firm of Nishad Khan, PL represent Lindenhurst Realty Group, Inc. in connection with the Contract. As you are aware, our client entered into the above-referenced Contract with Buyer, with an effective date of April 2, 2014 for the installment purchase of certain real property located in Lake County, Florida, as more specifically described in the Contract ("Property"). You are hereby notified of Buyer's default under the Contract for failure to provide adequate assurances of performance and otherwise breaching the terms of the Contract. Certain amounts due and owing under the terms of the Contract have not been paid, and such amounts are now due, payable and delinquent. Buyer is therefore in default under the terms and conditions of the Contract. On account of that default, Seller does hereby accelerate the balance due under the Contract pursuant to the specific terms thereof, and declares the total amount under the Contract immediately due and owing. **That amount due is \$1,129,703.06, plus interest and costs incurred (attorneys fees, etc.) occasioned by the default (the "Accelerated Amount").**

Pursuant to the terms of the Contract, all fixtures, equipment and pumps on the Property are now Seller's. You are advised not to remove any such items or we will seek injunctive and or civil theft remedies against all persons responsible. You are further advised that any payments tendered by Buyer to Seller will be applied by Seller as a partial payment against the outstanding accelerated indebtedness without waiver of Seller's right to pursue ejectment and/or foreclosure of its security interest.

Seller has received no notice of any pending bankruptcy proceedings affecting the Property or any person or entity obligated to pay the Indebtedness. If any party in receipt hereof is a debtor in a bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code (the "Code"), this letter is merely written notice that formal demand has been made on the obligors of Contract and state law. This letter is not an act to collect, assess, or recover a claim against the debtor in a bankruptcy proceeding, nor is this letter intended to violate any provision of the Code. Any claims against the debtor in a bankruptcy proceeding will be properly asserted in compliance with the Code. Nothing herein is intended as, constitutes or should be construed as, an election of remedies or a waiver of any of the Seller's rights or remedies.



To the extent applicable, a Notice pursuant to the Fair Debt Collection Practices Act is attached hereto.

***PLEASE GOVERN YOURSELVES ACCORDINGLY.***

NISHAD KHAN PL.

By 

Michael W. Hennen, Esq.

**NOTICE REQUIRED BY THE  
FAIR DEBT COLLECTION PRACTICES ACT (THE ACT)  
15 U.S.C. SECTION 1601, AS AMENDED**

1. This law firm may be deemed a “debt collector” under the Fair Debt Collection Practices Act. Any and all information obtained during the collection of the sums due as represented by the attached demand letter may be used for the purpose of collecting a debt.
2. The amount of the debt is **\$1,129,703.06, plus interest and costs incurred (attorneys fees, etc.)**, as stated in the demand letter provided herewith.
3. The Creditor, Lindenhurst Realty Group, Inc., as named and described in the attached acceleration letter, is the Creditor to whom the debt is owed. The undersigned attorney in the attached demand letter represents the interests of the Creditor.
4. The debt described in the demand letter will be assumed to be valid by the Creditor’s law firm unless the debtor, within thirty (30) days after the receipt of this notice, disputes in writing the validity of the debt or some portion thereof.
5. If the debtor notifies the Creditor’s law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor’s law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the Creditor’s law firm.
6. If the Creditor named in the attached demand letter is not the original creditor and if the debtor makes a written request to the Creditor’s law firm within the thirty (30) days from the receipt of this notice, the address of the original Creditor will be mailed to the debtor by the Creditor’s law firm.
7. Written requests should be addressed to: Michael W. Hennen, Esq., 615 E. Colonial Drive Orlando, Florida 32803.

**FAIR DEBT COLLECTION PRACTICES ACT DISCLOSURE**

Pursuant to 15 U.S.C. §1692(e)(11), you are hereby notified that this communication is made in an attempt to collect a debt and any information obtained will be used for that purpose.

## **VIOLATION NOTICE**

**December 08, 2014**

**Violation # C2014-010053**

**To:** STONE WILLIAM H  
PO DRAWER 120520  
CLERMONT, FL 34712

**Violation/Property address:** 798 W MONTROSE ST Apt B

**You are hereby notified** that you are in violation of the referenced section of the City of Clermont Code of Ordinances for the parcel located at 798 W MONTROSE ST Apt B.

**Compliance of The Violation(s) listed below:**

**Type of Violation:**

**Unsafe Structure Section 108.1.1 -IPMC**

A Structure found to be dangerous to the life, health, property or safety of the public, or is so damaged, decayed, dilapidated, structurally unsafe or unstable foundation, that partial or complete collapse is possible.

**Structure unfit for human occupancy Section 108.1.3 -IPMC**

A structure is unfit whenever the code official finds that such structure is unsafe, unlawful or because of the degree to which the structure is in disrepair because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

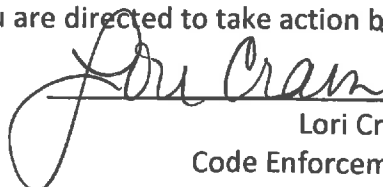
The Florida Building Code, Section 508 "Mixed Use And Occupancy" requires a minimum 2 hour fire resistant separation between Residential and Business Occupancies in non-sprinklered buildings. See Table 508.4

**NFPA 101 Chapter 31 Existing Apartment Buildings**

The Florida Fire Prevention Code also requires dwelling units of the residential occupancy and exits therefrom are separated from the nonresidential occupancy by construction having a minimum 1-hour fire resistance rating. If there is no separation then the occupancy must be protected throughout by an approved, supervised automatic sprinkler system in accordance with Section 9.7. NFPA 101 also requires an automatic fire detection system in accordance with Section 9.6. dwelling units are located above a nonresidential occupancy.

You are directed to take action by 5:00 pm, Tuesday, December 9, 2014 .

**By:**

  
Lori Crain  
Code Enforcement Officer

**Code Enforcement Board of the  
City of Clermont**

**NOTICE OF HEARING**

**CITY OF CLERMONT,**

Petitioner,

vs.

**WILLIAM H STONE,**

Respondent,

**Case No. C2014-010053**

Pursuant to Section 2-206 of the Code of the City of Clermont, Florida, you are hereby called to take notice that a Public Hearing will be conducted in the above-styled cause, pending and undetermined by the Code Enforcement Board on:

**TUESDAY, AUGUST 18, 2015, AT 6:00 PM**

**at**

**685 West Montrose Street, Clermont, Florida.  
Council Chambers of City Hall**

The Board will receive testimony and evidence at said Public Hearing and shall make such findings of fact as are supported by the testimony and evidence pertaining to the matters alleged in the Violation Notice. If the violation is corrected and the recurs, or if the violation is not corrected by the time specified by the Code Enforcement Officer in his/her Statement of Violation, this case may be presented to the Board even if the violation has been corrected prior to the hearing.

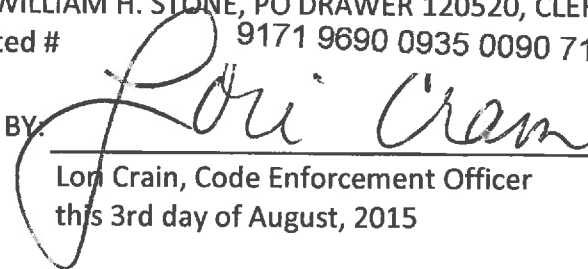
Any letters, lists, pictures of items displayed, presented or handed out at a public meeting for any City Commission, Board, Council or City public meeting, must be left with the recording clerk at the meeting at that time. No cell phone or electronic displays are permitted unless a printed copy is supplied at that time to the recording clerk.

**PLEASE GOVERN YOURSELF ACCORDINGLY.**

I hereby certify that a true and correct copy of the above and foregoing Notice of Hearing has been furnished by Certified Mail/Personal Service to Respondent, WILLIAM H. STONE, PO DRAWER 120520, CLERMONT, FL 34712-0520. Certified Mail/Return Receipt Requested #

9171 9690 0935 0090 7157 37

BY:



Lori Crain, Code Enforcement Officer  
this 3rd day of August, 2015

IF A PERSON DESIRES TO APPEAL ANY DECISION WITH RESPECT TO ANY MATTER CONSIDERED AT THESE PROCEEDINGS, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND THAT, FOR THIS PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

9171 9690 0935 0075 2979 99

## City of Clermont

P.O. Box 120219, Clermont, FL 34712-0219

### Violation Notice

December 3, 2014

VN # C2014-010069

CHURCH STREET TRUST INC  
PO BOX 1025  
GROVELAND, FL 34736

Property or Violation Address: 792 W Montrose St, Clermont, FL 34711

Parcel Number: 242225010008002001

Type of Violation: MINIMUM HOUSING STANDARDS  
In Violation Of: Chapter 14, Section 14-9  
Titled: "International Property Maintenance Code"

You are hereby notified that you are in violation of the referenced section of the City of Clermont Code of Ordinances due to the following:

- **Pest Elimination (Section 309)**
  - 309.1** All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall by promptly exterminated by approve processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.
  - 309.2** The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.
  - 309.5 Exception:** Where the infestations are caused by defects in the structure, the owner shall be responsible for pest elimination.  
There are roaches and insects in all stages of life seen in the units within the walls, framing, cupboards, ceilings, closets, bathtub and floors.
- **Unsafe Structures and Equipment (Section 108)**
  - 108.1** When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.
  - 108.1.1** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.  
The ceiling is deteriorating and falling in several areas due to damage and decay.

**108.1.3** A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

There is infestation of roaches and insects; lacking proper ventilation due to windows being in state of disrepair, no proper means of heating facilities.

- **Interior Structure (Section 305)**

**305.3 Interior Surfaces** All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

There are areas that the paint is peeling and flaking off, and areas of woodwork are broken or decaying.

**305.6 Interior Doors** Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

The door to apartment 4 has been damaged and not repaired properly so as to open and close easily. The header above this door is pulling away from the wall. There is a door in kitchen of apartment 2 that has been sealed shut and not able to be used.

**Component Serviceability (Section 306)**

**306.1.1 Unsafe Conditions** Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* as required for existing buildings:

**306.1.1(4)** Masonry that has been subjected to any of the following conditions:

**4.1** Deterioration; **4.3** Fractures in masonry or mortar joints.

There are several areas of the brick that is deteriorating and causing dust and crumbs to fall around the apartments, as well as areas where the mortar between bricks has fallen out due to deterioration.

**306.1.1(6)** Wood that has been subjected to any of the following conditions:

**6.2** Deterioration; **6.3** Damage from insects, rodents and other vermin;

Much of the wood work has deteriorated due to age as well as from the damage done by roach infestation.

- **Exterior Structure (Section 304)**

**304.7 Roofs and Drainage.** The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutter and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

The walls and ceilings have evidence of water dripping and/or running down them from the disrepair of the roof. Extensive amounts have been damaged and deteriorated allowing the growth of mold and fungus.

**304.13 Window, skylight and door frames.** Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

**304.13.2 Openable Windows.** Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

Most of the windows are held shut with duct tape or sealed/painted shut. The ones with screens are in disrepair and most do not have hardware on them allowing to be held in position.

- **Heating Facilities (Section 602)**

**602.2 Residential Occupancies.** Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 65 Degrees Fahrenheit (18 degrees Celsius) in all habitable rooms, bathrooms and toilet rooms. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

**602.3 Heat Supply.** Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a minimum temperature of 65 degrees Fahrenheit (18 degrees Celsius) in all habitable rooms, bathrooms and toilet rooms.

There are no heating facilities in any of the apartments.

- **Mechanical Equipment (Section 603)**

**603.1 Mechanical Appliances.** All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

- **Electrical Equipment (Section 605)**

**605.1 Installation.** All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

As previously stated, there are no heating facilities. The Refrigerator in apartment 4 does not work and hasn't worked for some time.

- **Fire Protection Systems (Section 704)**

**704.1 General.** All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times.

**704.2 Smoke Alarms.** Single or multiple-station smoke alarms shall be installed and maintained in dwellings, regardless of occupant load at all of the following locations: **1.** On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of the bedrooms. **2.** In each room used for sleeping purposes. There are no functioning smoke alarms in any of the apartments.

- **Water System (Section 505)**

**505.2 Contamination.** The water supply shall be maintained free from contamination.

Water coming from faucet in apartment number 2 is often a brownish-red color.

- **Applicability (Section 101)**

**102.1 General** The provisions of this code shall apply to all existing residential and non-residential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

**Compliance of these Violations** will be when the following conditions are met:

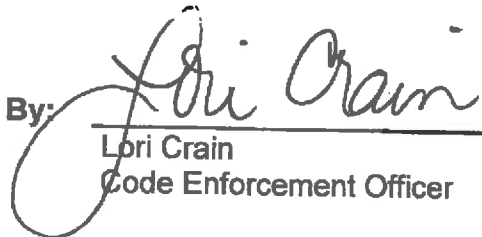
- Certified/Licensed contractor(s) assess repairs and damage to building and secure the proper permits for repair,
- Proper extermination has been applied to remove AND reduce the amount of infestation
- Functioning smoke detectors are installed in each bedroom
- Interior and exterior walls, roofs and ceilings are properly repaired so that there are not any holes, gaps, cracks or places for water, insects or rodents to enter
- All appliances are working properly for their intended use
- Heating facilities are added
- Mold, mildew and fungus growth has been addressed and removed
- All windows and doors or hardware are replaced or repaired so that they operate as intended
- Maintain the property here after.
- 

**\*\*Let it be noted: Building Official, Mark Grenier declared apartment #4 to be unfit for human occupancy on December 2, 2014, according to Section 108.1.3.**

You are directed to take action by **December 5, 2014, to secure permits from Development Services Department at City Hall, 685 W Montrose St. and December 31, 2014, for priority repairs.** Failure to remedy the violation within the allotted time will result in a Notice To Appear before the Code Enforcement Board.

**Please contact me via email at [lcrain@clermontfl.org](mailto:lcrain@clermontfl.org) or at my direct line 352-241-7343 when compliance is met.** Thank you for your cooperation in this matter.

By:

  
\_\_\_\_\_  
Lori Crain  
Code Enforcement Officer

Code Enforcement Board of the  
City of Clermont

**NOTICE OF HEARING**

**CITY OF CLERMONT,**

Petitioner,

vs.

**CHURCH STREET TRUST INC,**

Respondent,

**Case No. C2014-010069**

Pursuant to Section 2-206 of the Code of the City of Clermont, Florida, you are hereby called to take notice that a Public Hearing will be conducted in the above-styled cause, pending and undetermined by the Code Enforcement Board on:

**TUESDAY, JULY 21, 2015, AT 6:00 PM**

**at**

**685 West Montrose Street, Clermont, Florida.  
Council Chambers of City Hall**

The Board will receive testimony and evidence at said Public Hearing and shall make such findings of fact as are supported by the testimony and evidence pertaining to the matters alleged in the Violation Notice. If the violation is corrected and the recurs, or if the violation is not corrected by the time specified by the Code Enforcement Officer in his/her Statement of Violation, this case may be presented to the Board even if the violation has been corrected prior to the hearing.

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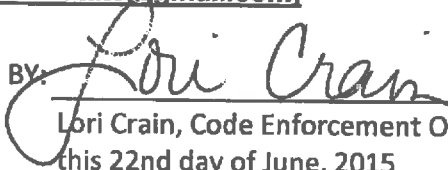
**PLEASE GOVERN YOURSELF ACCORDINGLY.**

I hereby certify that a true and correct copy of the above and foregoing Notice of Hearing has been furnished by Certified Mail/Personal Service to Respondent, CHURCH STREET TRUST INC, PO BOX 1025 GROVELAND, FL 34736; and by email to Luke Payne [luke.paynesrealestate@gmail.com]

Certified Mail/Return Receipt Requested #

9171 9690 0935 0090 7146 17

BY:

  
Lori Crain, Code Enforcement Officer  
this 22nd day of June, 2015

IF A PERSON DESIRES TO APPEAL ANY DECISION WITH RESPECT TO ANY MATTER CONSIDERED AT THESE PROCEEDINGS, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND THAT, FOR THIS PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

**City of Clermont**  
P.O. BOX 120219  
CLERMONT, FLORIDA 34712-0219

**VIOLATION NOTICE**

**May 11, 2015**

**Violation # C2015-000188**

**To:** PATRICIA L HOBENSACK ESTATE  
197 PITT ST  
CLERMONT, FL 34711

**Violation/Property address:** 197 PITT ST, CLERMONT, FL 34711

**You are hereby notified** that you are in violation of the referenced section of the City of Clermont Code of Ordinances for the parcel located at 197 PITT ST, PARCEL #19-22-26-010000007000

**Compliance with the Violation(s) listed will be when the following condition(s) are met:**

When basement interior of structure is completely demolished and restored to original and previous zoning of single family housing. This will require applying for and being issued a Demolition Permit with the City of Clermont's Development Services Department. This shall be done by June 1, 2015. Demolition shall be completed by December 1, 2015. Property owner has the option of providing evidence of all construction done to structure to form into a duplex was previously zoned, permitted, inspected and approved by City of Clermont's Building Official. This option shall also be completed by June 1, 2015.

**FIRE PROTECTION SYSTEMS-GENERAL 704.1**

All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times.

**Smoke alarms Section 704.2** Smoke alarms shall be installed and maintained: 1.on the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms. 2. In each room used for sleeping purposes.

No smoke detectors or alarms of any kind were present in the basement apartment as observed by Code Enforcement Officer at above listed property on May 8, 2015.

**Type of Violation: Interior Structure Section 305-IPMC**

The interior of a structure and equipment shall be maintained in good repair, structurally sound and in sanitary condition. The wall between the bathroom and bedroom contains mold, mildew and obvious water damage. This does not create a sanitary condition.

**Type of Violation: Building Permit Required Section 122-344**

It shall be unlawful for any person to initiate new uses of any land within the corporate boundaries of the city or to erect or construct any new structures or to move, add to, repair or modify in any way any existing structures, except by authority of permit issued by the building inspector or planning and zoning department of the city acting as administrative officer of the regulations contained in this land development code. The words "planning and zoning department," as used in this land development code, shall also mean the planning official or the designated representative thereof. All development, as defined in this land development code, shall be required to obtain development approval (i.e., a development permit/development order) prior to initiating development activity. This property, address and/or location is not zoned for duplex housing. This is a single-family housing property only. The structure has been formed into a duplex without first going through the proper process to achieve zoning for duplex housing. This was confirmed through the Development Services Department at the City of Clermont on Friday, May 8, 2015, by Code Enforcement Officer.

**Type of Violation: Insect Screens Section 304.14-IPMC**

Every door, window and outside opening required for ventilation shall have tightly fitted screens and the screen doors used for insect control shall have a self-closing device in good working condition. No insect screens are present on any of the windows as observed by Code Enforcement Officer at above property on May 8, 2015.

**Type of  
Violations:**

**VENTILATION**

**Bathrooms and toilet rooms Section 403.2** Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces. There is no existing fan in the bathroom, nor is there any window to allow proper venting of this area as observed by Code Enforcement Officer at above property.

**PLUMBING SYSTEMS AND FIXTURES**

**General 504.1** All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition. There has been obvious leakage in bathroom. The wall is moldy and has mildew. There is a large hole in bottom near floor.

**Plumbing system hazards Section 504.3** Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, back-siphonage, improper installation, deterioration or damage or for similar reasons, the Code Official shall require the defects

to be corrected to eliminate the hazard. Per the City of Clermont's Building Official and Code Enforcement Officer, the current plumbing system constitutes a hazard for reasons listed on this notice at the above listed property.

**Water heating facilities Section 505.4**

Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, bathtub, shower, laundry, etc. The water heater for the basement apartment is not properly installed.

**REQUIRED PLUMBING FACILITIES**

**Dwelling units Section 502.1** Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The current shower for basement apartment is not installed correctly and the leaks and defects from this shower has created mold, mildew and decay. This does not constitute safe, sanitary or working condition.

**Type of Violation: Structure Unfit for Occupancy Section 108.1.3-IPMC**

The structure is unsafe, unlawful or structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination or lacks ventilation, or constitutes a hazard to the occupants or public. Due to these several violations, the basement apartment is not safe, making it a hazard for the occupants. It is also unlawful due to being formed into a duplex when not zoned for this type of property.

**Type of  
Violations:**

**Unsafe Equipment Section 108.1.2-IPMC**

Unsafe Equipment that is hazard to life, health, property or safety of the public or occupants of the premises or structure. Due to improper wiring, plumbing and construction, this property contains unsafe equipment which is hazardous to the occupants.

**Dangerous structure or premises Section 108.1.5(9)** Any structure or premises that has any of the conditions or defects described shall be considered dangerous:  
A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise is determined by the Code Official to be unsanitary, unfit for human habitation or in such condition that is likely to cause sickness or disease. The basement apartment has not been constructed for human occupancy due to inadequate ventilation, plumbing, arrangement and sanitation as observed at above listed property by Code Enforcement Officer.

**Type of Violation: Operable windows Section 304.13.2 –IPMC**

Every window, other than a fixed window, shall be easily opened and capable of being held in position by window hardware. Windows are missing screens, hardware and not able to be held open. One window in the living room is completely missing and the apartment is open to the outside as observed by Code Enforcement Officer at above

listed property.

**Type of Violation: Interior surfaces Section 305.3.-IPMC**

All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected. There is obvious decay on bathroom walls and holes due to water leaking, mold and mildew.

**Type of  
Violations:**

**Electrical system hazards Section 604.3.-IPMC**

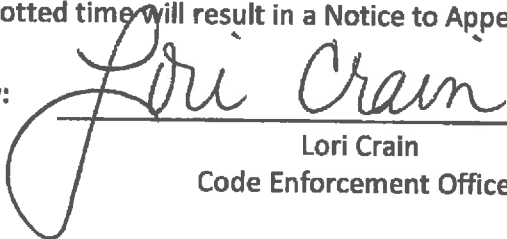
Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard. As previously listed, improper wiring and installation is present in the basement apartment in the bedroom and kitchen at above listed address as observed by Code Enforcement Officer. This presents a hazard to the occupants and must be corrected.

**Receptacles Section 605.2** Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. All receptacle outlets shall have the appropriate faceplate cover for the location. The kitchen stove receptacle is not properly installed with a faceplate. The outlet for the water heater faceplate is not completely attached to the wall. Unknown if GFI's are in kitchen and bathroom.

**Please contact me at (352)-241-7343 or [lcraim@clermontfl.org](mailto:lcraim@clermontfl.org) when you comply, so an inspection to determine compliance can be scheduled.**

You are directed to take action by 5:00 PM, Monday, June 1, 2015. Failure to remedy the violation within the allotted time will result in a Notice to Appear for a hearing before the Code Enforcement Board.

**By:**

  
\_\_\_\_\_  
Lori Crain  
Code Enforcement Officer

Code Enforcement Board of the  
City of Clermont

**NOTICE OF HEARING**

**CITY OF CLERMONT,**

Petitioner

**Case No. C2015-000188**

vs.

**PATRICIA L HOBENSACK ESTATE,**  
Respondent

Pursuant to Section 2-206 of the Code of the City of Clermont, Florida, you are hereby called to take notice that a Public Hearing will be conducted in the above-styled cause, pending and undetermined by the Code Enforcement Board on:

**TUESDAY, JULY 20, 2015, AT 6:00 PM**

**at**

**685 West Montrose Street, Clermont, Florida.**  
**Council Chambers of City Hall**

The Board will receive testimony and evidence at said Public Hearing and shall make such findings of fact as are supported by the testimony and evidence pertaining to the matters alleged in the Violation Notice. If the violation is corrected and the recurs, or if the violation is not corrected by the time specified by the Code Enforcement Officer in his/her Statement of Violation, this case may be presented to the Board even if the violation has been corrected prior to the hearing.

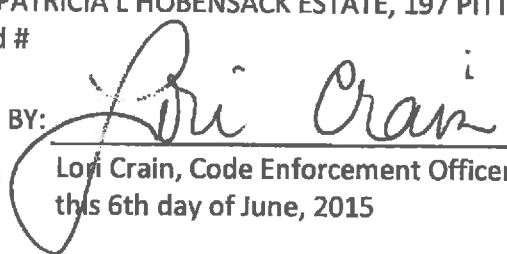
Any letters, lists, pictures of items displayed, presented or handed out at a public meeting for any City Commission, Board, Council or City public meeting, must be left with the recording clerk at the meeting at that time. No cell phone or electronic displays are permitted unless a printed copy is supplied at that time to the recording clerk.

**PLEASE GOVERN YOURSELF ACCORDINGLY.**

I hereby certify that a true and correct copy of the above and foregoing Notice of Hearing has been furnished by Certified Mail/Personal Service to Respondent, PATRICIA L HOBENSACK ESTATE, 197 PITT ST, CLERMONT, FL 34711. Certified Mail/Return Receipt Requested #

9171 9690 0935 0090 7145 32

BY:

  
Lori Crain, Code Enforcement Officer  
this 6th day of June, 2015

IF A PERSON DESIRES TO APPEAL ANY DECISION WITH RESPECT TO ANY MATTER CONSIDERED AT THESE PROCEEDINGS, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND THAT, FOR THIS PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

## City of Clermont

P.O. BOX 120219, CLERMONT, FLORIDA 34712-0219

### VIOLATION NOTICE

**July 14, 2015**

**Violation # C2015-000241**

**To:** CLERMONT EQUESTRIAN SADDLERY &  
750 W DESOTO ST  
CLERMONT, FL 34711

**Violation/Property address:** 750 WEST DESOTO ST, CLERMONT, FL 34711

**You are hereby notified** that you are in violation of the referenced section of the City of Clermont Code of Ordinances for the parcel located at 750 WEST DESOTO ST, PARCEL #24-22-25-010008101000.

**Compliance with the Violation(s) listed will be when the following condition(s) are met:**

**WHEN ALL SIGNS ON PREMISES FOR PREVIOUS BUSINESS(ES) HAVE BEEN REMOVED; WHEN ALL GRASS, WEEDS AND OVERGROWTH HAVE BEEN MOWED AND CLEARED FROM ENTIRE PROPERTY.**

**Type of Violation: Enforcement; removal of unlawful signs. Section 102-3**

(a) Responsibility for enforcement. The administrative official or the established designee thereof shall be empowered to enforce this chapter.

(f) Signs no longer in use. Signs which advertise or identify a business, firm or similar activity must be removed within 60 days of the date the business, firm or similar activity goes out of business or vacates the premises. The removal of the sign shall be the responsibility of the owner of the property upon which the sign is located. Thereafter, if this required action for removal is not completed within ten days of written notification by the city, the violation may be referred to the code enforcement board for formal action.

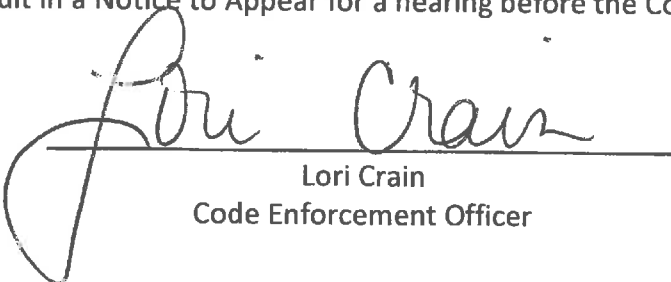
**Type of Violation: Weeds Section 302.4-IPMC**

All premises and exterior property shall be maintained free from weeds or plant growth in excess of 18 inches.

**Please contact me at (352)-241-7343 or [lcrain@clermontfl.org](mailto:lcrain@clermontfl.org) when you comply, so an inspection to determine compliance can be scheduled.**

**You are directed to take action regarding the weeds by 5:00 PM, TUESDAY, JULY 21, 2015, and removal of the signs by 5:00 PM, MONDAY, JULY 27, 2015.** Failure to remedy the violation within the allotted time will result in a Notice to Appear for a hearing before the Code Enforcement Board.

**By:**

  
Lori Crain  
Code Enforcement Officer

Code Enforcement Board of the  
City of Clermont  
**NOTICE OF HEARING**

**CITY OF CLERMONT,**

Petitioner,

**Case No. C2015-000241**

vs.

CLERMONT EQUESTRIAN SADDLERY & TACK, INC.,

Respondent,

Pursuant to Section 2-206 of the Code of the City of Clermont, Florida, you are hereby called to take notice that a Public Hearing will be conducted in the above-styled cause, pending and undetermined by the Code Enforcement Board on:

**TUESDAY, AUGUST 18, 2015 AT 6:00 PM**

**at**

**685 West Montrose Street, Clermont, Florida.**

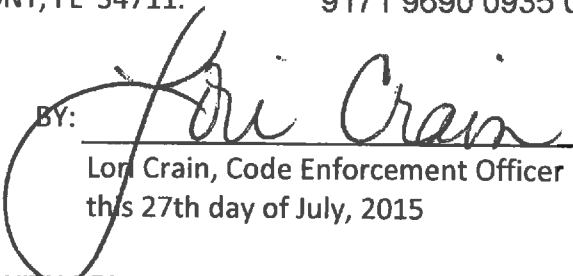
**Council Chambers of City Hall**

The Board will receive testimony and evidence at said Public Hearing and shall make such findings of fact as are supported by the testimony and evidence pertaining to the matters alleged in the Violation Notice. If the violation is corrected and the recurs, or if the violation is not corrected by the time specified by the Code Enforcement Officer in his/her Statement of Violation, this case may be presented to the Board even if the violation has been corrected prior to the hearing.

Any letters, lists, pictures of items displayed, presented or handed out at a public meeting for any City Commission, Board, Council or City public meeting, must be left with the recording clerk at the meeting at that time. No cell phone or electronic displays are permitted unless a printed copy is supplied at that time to the recording clerk.

**PLEASE GOVERN YOURSELF ACCORDINGLY.**

I hereby certify that a true and correct copy of the above and foregoing Notice of Hearing has been furnished by Certified Mail/Personal Service to Respondent, CLERMONT EQUESTRIAN SADDLERY & TACK INC. 750 W DESOTO ST, CLERMONT, FL 34711. Certified Mail/Return Receipt Requested # 9171 9690 0935 0090 7156 45 And to REALTY ONE, 826 W DESOTO ST, CLERMONT, FL 34711. 9171 9690 0935 0090 7156 52

BY: 

Lori Crain, Code Enforcement Officer  
this 27th day of July, 2015

IF A PERSON DESIRES TO APPEAL ANY DECISION WITH RESPECT TO ANY MATTER CONSIDERED AT THESE PROCEEDINGS, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND THAT, FOR THIS PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.