



**CODE ENFORCEMENT BOARD MEETING
TUESDAY, SEPTEMBER 15, 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

Approval of the August 18, 2015 Code Enforcement meeting minutes.

OPENING STATEMENT

SWEARING IN WITNESSES

AGENDA

OTHER BUSINESS

**No. 1 Case No. 2014-010058
Wallace**

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

REQUEST:

Reduction/Waiver of fines

**No. 2 Case No. 2015-000076
Crain**

S.W. Williams Family, LLC
901 12th St.
Clermont, FL 34711

REQUEST:

Request for a reduction of fine

**No. 3 Case No. 2015-000097
Crain**

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

REQUEST:

Request to record a lien on property

**No. 4 Case No. 2015-000177
Wallace**

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

REQUEST:

Request for a reduction of fine

**CODE ENFORCEMENT BOARD MEETING
TUESDAY, SEPTEMBER 15, 2015
CITY HALL at 685 WEST MONTROSE STREET
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NEW BUSINESS

**No. 5 Case No. 2015-000188
Crain**

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

VIOLATION:

Chapter 14, Section 704.1 (Fire protection systems), 704.2 (Smoke alarms), 305 (Interior structure), 304.14 (Insect screens), 403.2 (Bathrooms and toilet rooms), 504.1 (Plumbing systems and fixtures), 504.3 (Plumbing system hazards), 505.4 (Water heating facilities), 502.1 (Dwelling units), 108.1.3 (Structure unfit for occupancy), 108.1.2 (Unsafe equipment), 108.1.5 (9) (Dangerous structure or premises), 304.13.2 (Operable windows), 305.3 (Interior surfaces), 604.3 (Electrical system hazards), 605.2 (Receptacles), Chapter 122, Section 122-344 (Building permit required)

**No. 6 Case No. 2014-010044
Crain**

Michelle & Grady Taylor
970 W. Juniata St.
Clermont, FL 34711

VIOLATION:

Chapter 14, Section 605.1 Electrical Equipment; 605.2 Receptacles; 704.1 Fire Protection Systems; 704.2 Smoke Alarms; 304.14 Insect Screens; 309.1 Pest Elimination; 309.2 Owner Responsibility; Chapter 10, Section 10-46 Animals urinating and defecating Chapter 34, Section 34-134 Buildings to be free of rats; 34-139 Removal of rat proofing; 34-61 Enumeration of prohibited items; 34-62 Creation or maintenance of nuisance by property owner declared unlawful

**CODE ENFORCEMENT BOARD MEETING
TUESDAY, SEPTEMBER 15, 2015
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**No. 7 Case No. 2015-000279
Crain**

Douglas & Debra Lay
157 Sutter Dr.
Clermont, FL 34711

VIOLATION:

Chapter 34, Section 34-61 Enumeration of prohibited items, conditions or actions constituting nuisances; 34-62 Creation or maintenance of nuisance by property owner declared unlawful.
Chapter 14, Section 302.4 Weeds

**No. 8 Case No. 2015-000283
Wallace**

Lisa Castiglioni
2715 Valiant Dr.
Clermont, FL 34711

VIOLATION:

Chapter 14, Section 302.4 Weeds

**No. 9 Case No. 2015-000294
Wallace**

David Reilly
2125 Winsley St.
Clermont, FL 34711

VIOLATION:

Chapter 14, Section 302.4 Weeds

**No. 10 Case No. 2015-000342
Crain**

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

VIOLATION:

Chapter 14, Section 302.4 Weeds

**No. 11 Case No. 2015-000187 & 2015-000256
Crain**

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

REQUEST:

Request a reduction of fine

Discussion of Non-Agenda Items

ADJOURN

**CODE ENFORCEMENT BOARD MEETING
TUESDAY, SEPTEMBER 15, 2015
CITY HALL at 685 WEST MONTROSE STREET
At 6:00 PM**

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.

**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.

Chairman Holt 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
JULY 21, 2015**

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
MINUTES
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.

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

CASE NO. 2015-000256

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.

Dave Holt, Chairman

Attest:

Rae Chidlow, Code Enforcement Clerk

**CITY OF CLERMONT
MINUTES
CODE ENFORCEMENT BOARD
AUGUST 18, 2015**

The regular meeting of the Code Enforcement Board was called to order on Tuesday, August 18, 2015, at 6:00 p.m. Members attending were Vice-Chair Chandra Myers, along with Board members Larry Seidler, and Bill Rini. 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 August 18, 2015 Code Enforcement meeting was cancelled due to not having a quorum.

Vice-chair Myers cancelled the meeting.

The meeting was adjourned at 6:15 p.m.

Dave Holt, Chairman

Attest:

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

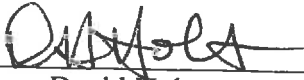
Based on the above-stated findings and conclusion of law, it is hereby Ordered that:

- 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.

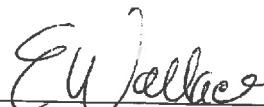
Done and Ordered this 28th day of January 2015.

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 28th 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

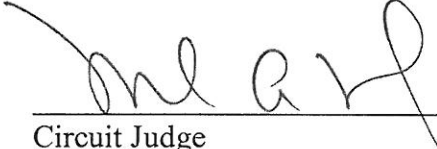
THIS CAUSE came before the Court on the Joint Stipulation of the parties and upon review of the Joint Stipulation of the parties, the Court accepts the agreement of the parties and it is therefore,

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 3rd 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,

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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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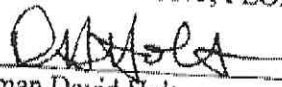
Case No: CEB 14-010058

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.

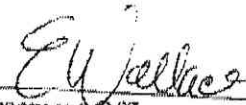
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CODE ENFORCEMENT BOARD OF THE
CITY OF CLERMONT, FLORIDA


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 28th 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

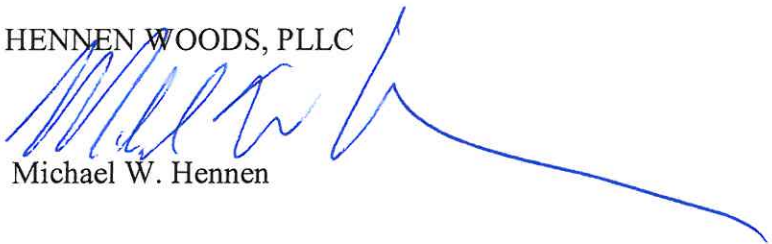
RE: 998 East Hwy 50 Clermont, Florida 34711 ("Property"); Case No. CEB 14-010058 ("CEB CASE")

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.

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.

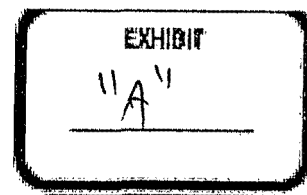
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AND

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 ^{2nd}, 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
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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 ALLO OIL DISTRIBUTORS, INC				
INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
MAILING ADDRESS Line One 98 STATE ROAD 50		This space not available.		
MAILING ADDRESS Line Two		CITY CLERMONT	STATE FL	POSTAL CODE 34711
			COUNTRY 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 2 LEASE FUNDS LLC				
INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
MAILING ADDRESS Line One 75 NORTH PATRICK BOULEVARD		This space not available.		
MAILING ADDRESS Line Two SUITE 140		CITY BROOKFIELD	STATE WI	POSTAL CODE 53045
			COUNTRY 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.

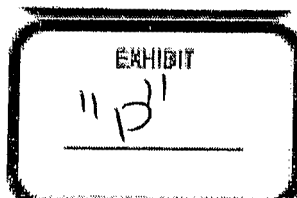
☐ Florida Documentary Stamp Tax is not required.

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

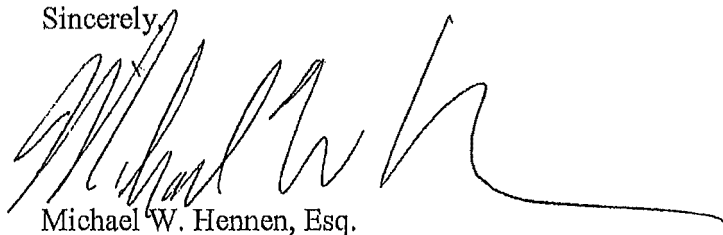
MOUNT DORA GAS, INC.,
16055 State Road 52, Suite 201
Land O' Lakes, FL 34638

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.

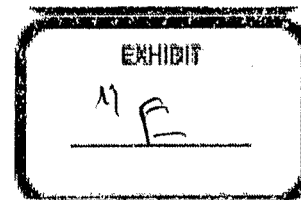
This correspondence is being delivered pursuant to Article 21 of the Contract and is a demand that you provide Seller with adequate assurance of your ability to perform under the Contract by providing written confirmation that you will begin making the required payments in October, evidence that you 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

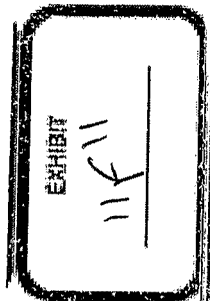
MOUNT DORA GAS, INC.,
16055 State Road 52, Suite 201
Land O' Lakes, FL 34638

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.

City of Clermont

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

VIOLATION NOTICE

March 16, 2015

Violation # C2015-000076

To: S W WILLIAMS FAMILY LLC
454 Highbrook Blvd
OCOE, FL 34761

Violation/Property address: 901 12TH 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 901 12TH ST. PARCEL #232225050011202100

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

All overgrowth of weeds and vegetation are mowed and cut; holes in exterior walls are patched;
Property is maintained from here forward during growing season.

Type of Violation: Exterior Structure Section 304.1-IPMC

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

Approximately 3-4 holes in exterior walls of the structure were observed at above address by Code Enforcement Officer. These can be seen by the public from the street.

Type of Violation: Weeds Section 302.4-IPMC

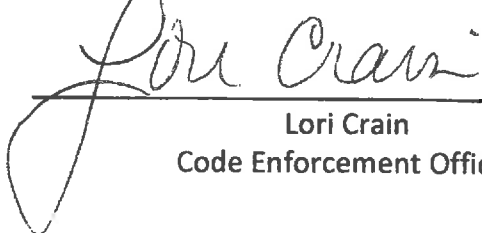
All premises and exterior property shall be maintained free from weeds or plant growth in excess of 18 inches.

Several areas of weeds and vegetation needing mowed and cut were observed at above address by Code Enforcement Officer. Property owner/representative, Dave Williams has been advised of this in previous Violation Notice dated August 21, 2014.

Please contact me at (352)-241-7343 or lcra@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, MARCH 23, 2015, IN REGARD TO THE WEEDS AND BY 5:00 PM, TUESDAY, MARCH 31, 2015, IN REGARD TO THE EXTERIOR STRUCTURE HOLES. 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. C2015-000076

vs.

S W WILLIAMS FAMILY, LLC,
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, JUNE 16, 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.

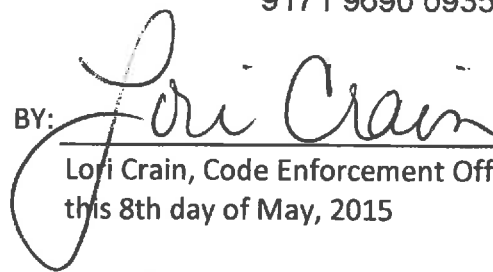
Any letters, lists, pictures of items displayed, presented or handed out at a public meeting for any City Commission, Board, Council or City public meeting, must be left with the recording clerk at the meeting at that time. No cell phone or electronic displays are permitted unless a printed copy is supplied 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, S W WILLIAMS FAMILY, LLC, 454 Highbrooke Blvd, Ocoee, FL 34761 and Roby Law Firm, Agent, 201 W. Canton Ave, Suite 275, Winter Park, FL 32789.
Certified Mail/Return Receipt Requested # 9171 9690 0935 0090 7140 44

9171 9690 0935 0090 7140 51

BY:



Lori Crain, Code Enforcement Officer
this 8th day of May, 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.

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

9171 9690 0935 0090 7147 09

CITY OF CLERMONT

**Cases No: C2015-000076
901 12th Street
Clermont, Florida**

Petitioner,

vs.

S.W. WILLIAMS FAMILY LLC,

Respondent.

FINDINGS OF FACT, CONCLUSION OF LAW and ORDER

THIS MATTER came before the Code Enforcement Board of the City of Clermont for hearing on **June 16, 2015**, and the Board having heard sworn testimony and received evidence from **Lori Crain, Code Enforcement Officer**, for the City and **David Williams** on behalf of Respondent, 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 the owner of and in custody and control of the property described in the Violation Notice dated March 16, 2015, located in Clermont, Florida.
- 3) There exists on the property weeds, overgrowth and vegetation in excess of 18" in height and a structure that has not been maintained and is in disrepair..
- 4) The Respondent corrected the violation on or before May 19, 2015.

II. CONCLUSION OF LAW

The Code Enforcement Board finds the Respondent, **S.W. WILLIAMS FAMILY LLC** is in violation of Clermont City Code Chapter 14, IPCM Section 302.4, "Weeds" and Section 304.1 "Exterior structure".

III. ORDER

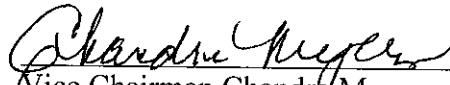
- 1) The Respondent shall correct the violations by taking the remedial action as set forth in the March 16, 2015 Violation Notice. Respondent shall correct the violation of Section 302.4, "Weeds" before July 16, 2015 and correct the violation of Section 304.1 "Exterior structure" before August 16, 2015. If the Respondent fails to timely correct the violations by either of the above-referenced dates, a fine of **TWO**

HUNDRED AND FIFTY DOLLARS (\$250.00) will accrue for each day the violation continues past the respective compliance date.

- 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. Respondents shall call (352) 241-7343 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 23 day of June, 2015.

CODE ENFORCEMENT BOARD OF THE
CITY OF CLERMONT, FLORIDA


Vice Chairman Chandria Myers

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 29th day of June, 2015, a true and correct copy of this Order has been furnished by certified and regular mail to the Respondent, S.W. Williams Family, LLC, 454 Highbrook Blvd., Ocoee, FL 34761.


Code Enforcement Officer

City of Clermont

September 8, 2015

To: S W WILLIAMS FAMILY, LLC

RE : Case: #C2015-000076

Property address: 901 12TH ST, CLERMONT, FL 34711

Violation: Exterior Property & Weeds

Dear Williams Family,

This is to notify you that the abovementioned Code Enforcement case has not been closed due to the outstanding fine that remains on the property.

A fine in the amount of \$250.00 per day accrued from August 17, 2015, to September 1, 2015. Total amount of fine is \$4000.00

In order to close this case you are requested to:

1. Appear before the Code Enforcement Board on **September 15th, 2015**, at 6:00 p.m. to request adjustment of fines.

Thank you for your attention in this matter.

Sincerely,



Lori Crain
Code Enforcement Officer
(352) 241-7343
lcrain@clermontfl.org

9171 9690 0935 0112 9873 02

City of Clermont

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

REPEAT VIOLATION NOTICE

March 25, 2015

Violation # C2015-000097

To: MASTHEAD LLC
535 JULIE LN
WINTER SPRINGS, FL 32708

Violation/Property address: Vacant Lot between Masthead Blvd & Grand Hwy, Clermont, FL.

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 Vacant Lot between Masthead Blvd & Grand Hwy, Parcel # 182226007500E00000.

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

Entire lot, including the embankments and berm is mowed. Maintain property throughout remainder of growing season.

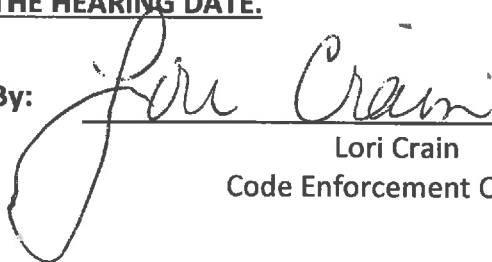
Type of Violation: Weeds Section 302.4-IPMC

All premises and exterior property shall be maintained free from weeds or plant growth in excess of 18 inches. Overgrowth of weeds observed by Code Enforcement Officer on above listed property.

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

THIS CASE WILL BE PRESENTED TO THE CODE ENFORCEMENT BOARD AS STATED IN PREVIOUSLY SENT NOTICE OF HEARING, AS A REPEAT VIOLATION, EVEN IF THE VIOLATION HAS BEEN CORRECTED PRIOR TO THE HEARING DATE.

By:



Lori Crain

Code Enforcement Officer

Code Enforcement Board of the
City of Clermont
NOTICE OF HEARING

CITY OF CLERMONT,

Petitioner

Case No. C2015-000097

vs.

MASTHEAD LLC,

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, MAY 19, 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.

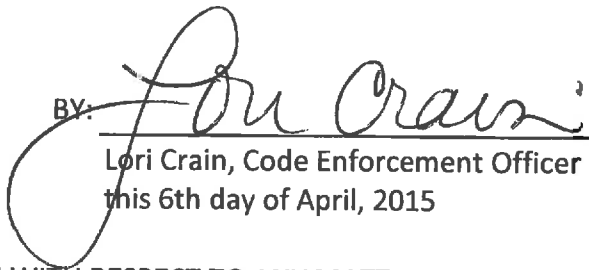
Any letters, lists, pictures of items displayed, presented or handed out at a public meeting for any City Commission, Board, Council or City public meeting, must be left with the recording clerk at the meeting at that time. No cell phone or electronic displays are permitted unless a printed copy is supplied 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, MASTHEAD LLC & NAUSHIK HOODA, 535 JULIE LANE, WINTER SPRINGS, FL 32708. Certified Mail/Return Receipt Requested # 9171 9690 0935 0076 1888 14

***PLEASE NOTE: THIS NOTICE TAKES THE PLACE OF PREVIOUSLY SENT HEARING NOTICE DATED APRIL 3, 2015. TAKE NOTE OF NEW DATE FOR HEARING AS LISTED ABOVE.**

BY:


Lori Crain, Code Enforcement Officer
this 6th day of April, 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.

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

CITY OF CLERMONT, Petitioner,

Case #C2015-000097

VS.

Vacant Land at Masthead

MASTHEAD, LLC, Respondent,

Blvd to Grand Hwy, Clermont, Florida

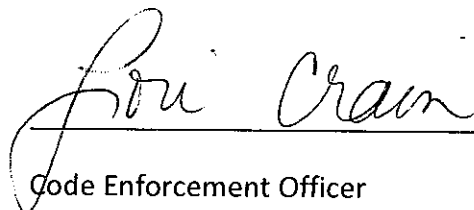
**NOTICE OF HEARING AND MOTION FOR ORDER IMPOSING FINE AND CREATING LIEN ON
PROPERTY:**

YOU ARE HEREBY ADVISED that the Code Enforcement Board shall conduct a hearing on **September 15, 2015, at 6:00 PM in the Council Chambers, City Hall, 685 West Montrose Street, Clermont, Florida**, to consider the petitioner's request as set forth below for authorization to impose a fine and create a code enforcement lien in this matter.

This motion is pursuant to Chapter 162, Florida Statutes. At its May 19, 2015, hearing, the Code Enforcement Board issued a Findings of Fact, Conclusion of Law and Order of Repeat Violation finding that a City Code violation had been repeated between April 10, 2015, and April 21, 2015, on the above property related to the following violations of Clermont City Code Chapter 14, Section 14-9, International Property Code Section 302.4, Weeds. As a result of this repeat violation, the Board imposed a fine in the amount of \$6,000. The Respondent has failed to pay this fine.

WHEREFORE, the City of Clermont requests the Code Enforcement Board authorize recording of an Order Imposing Administrative Fine/Lien in the amount of \$6000.00.

I HEREBY CERTIFY that on this 24th day of August, 2015, a true and correct copy of this Order has been furnished by certified and regular first class mail to the Respondent, MASTHEAD, LLC, 535 JULIE LANE, WINTER SPRINGS, FL 34708.



Code Enforcement Officer

9171 9690 0935 0112 9871 04

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

CITY OF CLERMONT

Petitioner,

vs.

MASTHEAD, LLC,

Respondent.

**Case No: C2015-000097
Vacant Land on Masthead Blvd to Grand Hwy
Clermont, Florida**

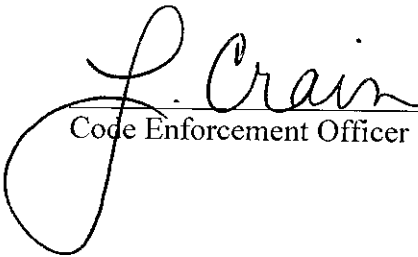
**NOTICE OF HEARING AND MOTION FOR
ORDER IMPOSING FINE AND CREATING LIEN ON PROPERTY**

YOU ARE HEREBY ADVISED that the Code Enforcement Board shall conduct a hearing on **August 18, 2015, at 6:00 p.m. in the Council Chambers, City Hall, 685 West Montrose Street, Clermont, Florida**, to consider the petitioner's request as set forth below for authorization to impose a fine and create a code enforcement lien in this matter.

This motion is pursuant to Chapter 162, Florida Statutes. At its May 19, 2015 hearing the Code Enforcement Board issued a Findings of Fact, Conclusion of Law and Order of Repeat Violation finding that a City Code violation had been repeated between April 10, 2015 and April 21, 2015 on the above property related to following violations of Clermont City Code Chapter 14, Section 14-9, International Property Code Section 302.4, Weeds. As a result of this repeat violation, the Board imposed a fine in the amount of \$6,000. The Respondent has failed to pay the accrued fine.

WHEREFORE, the City of Clermont requests the Code Enforcement Board authorize recording of an Order Imposing Administrative Fine/Lien in the amount of \$6,000.00.

I HEREBY CERTIFY that on this 12th day of August, 2015, a true and correct copy of this Order has been furnished by certified and regular mail to the Respondent, MASTHEAD, LLC., 535 Julie Lane, Winter Springs, FL 32708.


Code Enforcement Officer

City of Clermont

May 28, 2015

To: Masthead, LLC, 535 Julie Lane, Winter Springs, FL 32708

RE : Case #: C2015-000097

Property address: Vacant Lot @ Masthead Blvd & Grand Hwy

Violation: 302.4 Weeds

Dear Paul Svedja & Masthead LLC,

This is to notify you that the abovementioned Code Enforcement case has not been closed due to the outstanding fine that remains on the property.

A fine in the amount of \$500 per day accrued from 4/10/15 to 4/21/15.
Total amount of fine is \$6000.

In order to close this case you are requested to:

1. Submit full payment of the fine at Development Services Department before **July 7, 2015**.

OR

2. Appear before the Code Enforcement Board on **July 21, 2015**, at 6:00 p.m. to request adjustment of fines. You are required to submit a letter requesting to appear before the board no later than **July 7, 2015**. Please include the case information provided above.

Failure to comply with this request will result in this case being scheduled before the Code Enforcement Board on August 18, 2015, in which the city will request a lien be recorded against the property.

Thank you for your attention in this matter.

Sincerely,



Lori Crain
Code Enforcement Officer
(352) 241-7343
lcrain@clermontfl.org

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

AFFIDAVIT OF COMPLIANCE

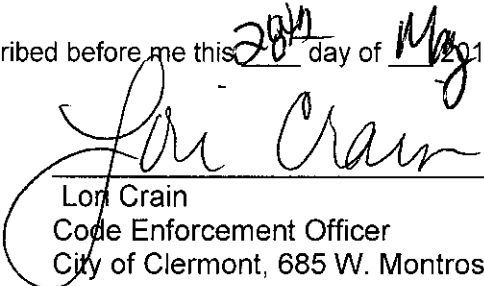
In the matter of:

Case # C2015-000097
MASTHEAD LLC
535 JULIE LN
WINTER SPRINGS, FL 32708

Personally appeared before me, Lori Crain, Code Enforcement Officer of the City of Clermont:

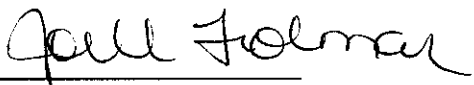
1. That on May 19, 2015, the Code Enforcement Board held a public hearing and issued an Order in the abovementioned case.
2. In accordance with the Board's order, a fine of \$500 per day accrued from April 10, 2015, to April 21, 2015, for the time the property was not in compliance. Total amount of fine = \$6000.00.

Sworn to and subscribed before me this 28th day of May, 2015.



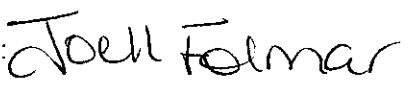
Lori Crain
Code Enforcement Officer
City of Clermont, 685 W. Montrose Street
Clermont, FL

The forgoing instrument was acknowledged before me this 28th day of May, 2015, by Lori Crain, as the Code Enforcement Officer for the City of Clermont, who is personally known to me and who did take an oath.

Signature: 



JOELL FOLMAR
MY COMMISSION # FF 009885
EXPIRES: June 26, 2017
Bonded Thru Budget Notary Services

Printed Name: 

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

CITY OF CLERMONT

Case No: C2015-000097

Petitioner,

**Vacant Land on Masthead Blvd to Grand Hwy
Clermont, Florida**

vs.

MASTHEAD, LLC,

Respondent.

**FINDINGS OF FACT, CONCLUSION OF LAW and ORDER
OF REPEAT VIOLATION and IMPOSING FINE**

THIS MATTER came before the Code Enforcement Board of the City of Clermont for hearing on **May 19, 2015**, and the Board having heard sworn testimony and received evidence from **Lori Crain, Code Enforcement Officer**, for the City and having noted that Respondent was not 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 the owner of and in custody and control of the property described in the Repeat Violation Notice dated March 25, 2015.
- 3) There existed as of April 10, 2015 excessive accumulation of grass and weeds in excess of 18 inches.
- 4) The above-stated condition constitutes a repeat violation of the Board's Orders of August 16, 2011, and February 21, 2012.
- 5) As of April 21, 2015, the property is in compliance with applicable City Codes.

II. CONCLUSION OF LAW

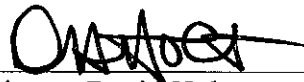
The Code Enforcement Board finds the Respondent, **MASTHEAD, LLC** was in repeat violation of Clermont City Code Chapter 14, Section 14-9, International Property Code Section 302.4, Weeds from April 10, 2015, to April 21, 2015.

III. ORDER

Based on the above-stated findings and conclusion of law, it is hereby Ordered that a fine is imposed against the Respondent in the amount of **SIX THOUSAND DOLLARS (\$6,000)** for the twelve days of non-compliance at \$500 for each day the violation was repeated.

Done and Ordered this 21st day of May, 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 28th day of May, 2015, a true and correct copy of this Order has been furnished by certified and regular mail to the Respondent, MASTHEAD, LLC., 535 Julie Lane, Winter Springs, FL 32708.


Code Enforcement Officer

City of Clermont

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

VIOLATION NOTICE

May 04, 2015

Violation # C2015-000177

To: FULVAN AT CLERMONT LLC
1724 E 12TH ST
BROOKLYN, NY 11229

Violation/Property address: 741 SR 50 CLERMONT, FL. 34711 (DOLLAR GENERAL)

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 741 SR 50. CLERMONT, FL. 34711 as owner of plaza.

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

- **AISLES INSIDE STORE ARE TO BE UNOBSTRUCTED FOR CUSTOMERS TO HAVE A CLEAR PATH FOR THEIR SAFETY.**
- **STOCKED MERCHANDISE OBSERVED IN MANY AISLES OBSTRUCTING PEDESTRIAN TRAFFIC.**

***LET IT BE NOTED THAT THIS HAS OCCURRED SEVERAL TIMES IN THE LAST YEAR WITH VERBAL WARNING EACH TIME UNTIL NOW. MANAGER NOTIFIED ON 4-30-15 THAT SHE WAS IN VIOLATION DUE TO STOCK MERCHANDISE ON SEVERAL AISLES (PICTURES TAKEN) OBSTRUCTING CUSTOMER TRAFFIC.**

- **Also observed in back room -restroom was "out of order" and restroom always needs to be available by law.**
- **Fire extinguisher was blocked by boxes and stocked merchandise which is a fire code violation. Fire extinguisher always needs to be available and unobstructed.**

Type of Violation: OTHER VIOLATION (MEANS OF EGRESS) SECTION 702-IPMC

- **702.2 AISLES-THE REQUIRED WIDTH OF AISLES IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE SHALL BE UNOBSTRUCTED.**

Type of Violation: Sec. 34-62. - Creation or maintenance of nuisance by property owner declared unlawful.

- **IT SHALL BE UNLAWFUL FOR A PERSON TO CREATE A NUISANCE OR PERMIT FOR A NUISANCE TO EXIST ON PROPERTY WHICH IS UNDER HIS CARE, CUSTODY OR CONTROL.**

Please contact me at 352-241-7304 or ewallace@clermontfl.org when you comply, so an inspection to determine compliance can be scheduled. PLEASE ADVISE STORE MANAGERS THEY WILL NEED TO RESTOCK BEFORE BUSINESS HOURS, SO THAT FUTURE VIOLATIONS WILL NOT OCCUR.

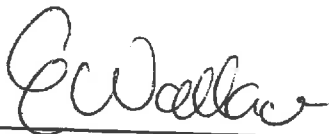
JUST SO YOU ARE AWARE THAT COMPLIANCE BY SAID ONLY WILL ENSURE THIS CASE WILL BE CLOSED. IF FUTURE VIOLATIONS ARE OBSERVED AND ARE OF THE SAME VIOLATION, LISTED PROPERTY OWNER OR HIS REPRESENTATIVE MAY HAVE TO APPEAR BEFORE A CODE BOARD HEARING WITH POSSIBLE FINES UP TO \$250 DAY ACCRUING.

- PLEASE CONTACT MANAGER TO CALL ME FOR REINSPECTION ON THIS CASE.

IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE FEEL FREE TO CONTACT ME FOR FUTHER INFORMATION ON THIS CASE.

You are directed to take action by **MAY 29TH, 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:

A handwritten signature in black ink, appearing to read "E. Wallace", is written over a horizontal line.

E. Wallace #5080
Code Enforcement Supervisor

Code Enforcement Board of the
City of Clermont

NOTICE OF HEARING

CITY OF CLERMONT,

Petitioner

vs.

FULVAN AT CLERMONT LLC

Respondent

Case No. C2015-000177

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:

JULY 21ST, 2015 at 6 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, FULVAN AT CLERMONT LLC. 1724 E 12th St Brooklyn, NY 11229

Certified Mail/Return Receipt Requested #

9171 9690 0935 0075 2985 52

9171 9690 0935 0075 2985 69

BY:



Evie Wallace, Code Enforcement Officer
this 1th 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.

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

AFFIDAVIT OF POSTING

CITY OF CLERMONT
Petitioner

CEB CASE # C2015-000177

VS.

FULVAN AT CLERMONT LLC (
Respondent

Personally appeared before me, Evie Wallace Code Enforcement Officer of the City of Clermont:

That a copy of the Violation Notice and the Hearing Notice was posted at the south public entrance of Clermont City Hall, 685 W. Montrose Street, Clermont, FL 34711, in addition to the real property known as 741 SR 50 (Dollar General), CLERMONT, FL, 34711 on the 7/10/2015.

Sworn to and subscribed before me this 10 day of July, 2015

EW Wallace
Code Enforcement Officer, Evie Wallace
City of Clermont, 685 W. Montrose Street
Clermont, FL 34711

The forgoing instrument was acknowledged before me this 10 day of July, 2015 by Evie Wallace, Code Enforcement Officer for the City of Clermont, who is personally known to me and who did take an oath.



Signature: L. Widican

Printed Name: Lisa Widican

Fulvan At Clermont fine reduction letter.txt

9/2/2015

Fulvan At Clermont
701 East Highway 50
Clermont, Florida 34711

Ref: Case # C2015-000177

To whom It May Concern:

I am the managing partner of the afore mentioned entity with the property address listed above. I am requesting a reduction of the penalties levied against me due to the action of Dollar General. Upon learning of their continued violations at this location I contacted Dollar General's corporate offices and sent them the violations as well. I and my manager Jeff Brown spoke to the store manager (Debbie) as well to maintain the store in a clean safe manner. I was assured by her that she would comply with all the issues clean up the store, properly stock all the merchandise and keep the aisles as well as the store neat and clean. We spoke to her at least ten times over the course of June-August with no results. We asked for her supervisor's name and phone number as well numerous times but were told that the supervisor will call us. That never occurred as well. We tried every way in our control to get them to comply. Until the store was finally closed down by the town did Dollar General contact your office to give their plan of action to comply. I am glad that they are complying and the store was re-opened. I am requesting a reduction of my fines as you can see that without you closing the store there was nothing I could do to make them comply. Please look at the circumstances surrounding this issue and grant me a reduction in the fines.

Thanks,

Fulvan At Clermont

Sincerely,
Paul Cassuto managing partner

City of Clermont

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

AFFIDAVIT OF COMPLIANCE

In the matter of:

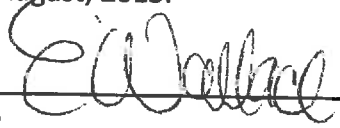
Case # C2015-000177
FULVAN AT CLERMONT LLC
1724 E 12TH ST
BROOKLYN, NY 11229

Violation Address: 741 SR 50

Personally appeared before me, Evie Wallace Code Enforcement Officer of the City of Clermont:

1. That on July 21, 2015, the Code Enforcement Board held a public hearing and issued an Order in the abovementioned case.
2. That, pursuant to said Order, the Respondent was to have taken certain corrective action by or before May 29, 2015 for this violation or a \$250.00 per day fine was to be imposed.
3. That, an inspection was performed on August 27, 2015 and found that the corrective action ordered by the Board was completed.
4. In accordance with the Board's order, a fine of \$250.00 per day accrued from 8-19-15 to 8-26-15 per calendar day with a grand total of 8 days fines were accrued with a total amount of \$2,000.00 owed to City of Clermont. See attached document for reduction of fine amount procedures. This case is not closed until fine is either paid in full or Code Enforcement Board reduce fine and that fine is paid to the city.

Sworn to and subscribed before me this 27th day of August, 2015.



Evie Wallace
Code Enforcement Officer
City of Clermont, 685 W. Montrose Street
Clermont, FL 34711

The forgoing instrument was acknowledged before me this 27th day of August, 2015, by Evie Wallace as the Code Enforcement Officer for the City of Clermont, who is personally known to me and who did take an oath.



Signature:



Dawn Stalnaker

Printed Name:



Dawn Stalnaker

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

CITY OF CLERMONT

Petitioner,

vs.

FULVAN AT CLERMONT LLC,

Respondent.

Cases No: C2015-000177

741 SR 50

Clermont, Florida

FINDINGS OF FACT, CONCLUSION OF LAW and ORDER

THIS MATTER came before the Code Enforcement Board of the City of Clermont for hearing on **July 21, 2015**, and the Board having heard sworn testimony and received evidence from **Evie Wallace, Code Enforcement Officer**, for the City and **Jeff Brown on behalf of the Respondent and Jim Purvis**, 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 the owner of and in custody and control of the property described in the Violation Notice dated May 4, 2015, located in Clermont, Florida.
- 3) There exist on the property a structure open to the public with blocked aisles, merchandise stocked to obstruct pedestrian traffic, and a blocked fire extinguisher.

II. CONCLUSION OF LAW

The Code Enforcement Board finds the Respondent, **FULVAN AT CLERMONT LLC** is in violation of Clermont City Code Section 34-62, Creation or maintenance of nuisance by property owner declared unlawful and Section 14-9 IPMC Section 702.2 Means of Egress-Aisles.

III. ORDER

- 1) The Respondent shall correct the violations by taking the remedial action as set forth in the June 3, 2015 Violation Notice by **August 18, 2015**. If the Respondent fails to timely correct the violations by **August 18, 2015** a fine of **TWO HUNDRED AND FIFTY DOLLARS (\$250.00)** will accrue for each day the violation continues past **August 18, 2015**.

2) The Board further orders that the violations constitute a serious threat to the public health, safety and welfare and that by copy of this Order the City of Clermont shall be notified of such conditions in accordance with Chapter 162, *Florida Statutes*.

3) 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. Respondents shall call (352) 241-7304 to request an inspection.

4) 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.

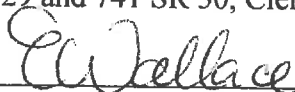
Done and Ordered this 29th day of July, 2015.

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 29th day of July, 2015, a true and correct copy of this Order has been furnished by certified and regular mail to the Respondent, Fulvan At Clermont, LLC, 1724 E. 12th Street, Brooklyn NY 11229 and 741 SR 50, Clermont, FL 34711.


Code Enforcement Officer

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

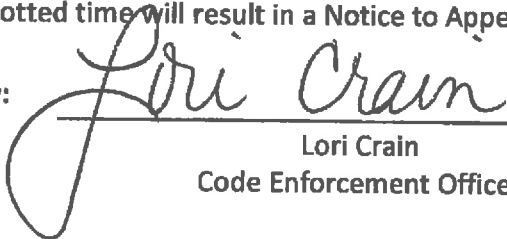
Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code 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 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.

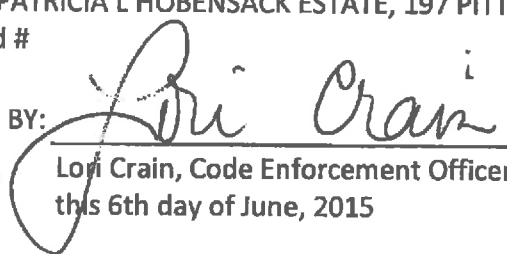
Any letters, lists, pictures of items displayed, presented or handed out at a public meeting for any City Commission, Board, Council or City public meeting, must be left with the recording clerk at the meeting at that time. No cell phone or electronic displays are permitted unless a printed copy is supplied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

AMENDED VIOLATION NOTICE

July 09, 2015

Violation # C2014-010044

To: MICHELLE & GRADY TAYLOR
12406 LAKE VALLEY DR
CLERMONT, FL 34711

Violation/Property address: 970 W JUNIATA ST, CLERMONT, FL

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 970 W JUNIATA ST, PARCEL # 242225010009701500.

Type of Violation: 605.1 Electrical Equipment

605.1 Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner. On 1/22/15, Code Enforcement Officer advised property owner that the stove and oven both needed to be in working order.

Type of Violation: 605.2 Electrical Equipment, Receptacles

Every habitable space in a dwelling shall contain at least 2 separate and remote receptacle outlets. Every laundry, bathroom shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. All receptacles shall have the appropriate faceplate cover for the location. On 5/11/15 Code Enforcement Officer advised property owner that the kitchen required a GFCI outlet. On 5/26/15 Code Enforcement Officer advised property owner that the bathroom required a GFCI outlet.

Type of Violation: 704.1 FIRE PROTECTION SYSTEMS-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. On 1/22/15 Code Enforcement Officer advised property owner smoke detectors/alarms were missing and required for compliance.

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.

Type of Violation: Animals urinating and defecating Section 10-46

No owner of any animal shall permit or allow the accumulation of animal droppings, feces, urine or other animal waste on any property in the city, and any owner of any animal who does so may be cited for a violation of this chapter or charged with a violation of this code. Code Enforcement Officer has observed and advised property owner several times since 8/14/14 of the accumulation of dog feces on above listed

property which also creates a foul odor and stench.

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. On 7/7/15, Code Enforcement Officer observed missing or ill-fitting screens on windows of above listed property.

Type of Violation: Buildings to be free of rats. Section 34-134

All buildings or structures in the city shall be free of rat harborage, and maintained in a condition free of rat harborage under the direction and supervision of the planning and zoning department.

Removal of rat proofing. Sec. 34-139.

It shall be unlawful under the provisions of sections 34-134 through 34-138, this section, and 34-140, inclusive, for the occupant, owner, contractor, public utility company, plumber or any other person to remove the rat proofing from any building or vacant lands for any purpose and fail to restore the rat proofing in a satisfactory manner, or to make any new openings that are not closed or sealed against the entrance of rats.

On 10/7/14 Code Enforcement Officer advised property owner of the evidence and complaint of rat and rodent infestation at above listed property.

Type of Violation: Pest Elimination Section 309.1-IPMC

All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved process that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent re-infestation.

Owner Responsibility Section 309.2

The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

Type of Violation: Sec. 34-61. Enumeration of prohibited items, conditions or actions constituting nuisances.

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance:

(2) Refuse. Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature.

Code Enforcement Officer has observed some or all of the above listed refuse items in and around the structure at above listed property.

(3) Harborage for rats, snakes and other vermin. Any condition which provides harborage for rats, mice, snakes and other vermin. On 8/10/14 Code Enforcement Officer advised property owner of the evidence of rat or vermin presence in the structure.

(6) Odors and stench. All disagreeable or obnoxious odors and stench, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stench. Due to the accumulation of dog feces on several occasions, Code Enforcement Officer has observed a stench and odor resulting from this issue.

Type of Violation: Section 34-62 - Creation or Maintenance of Nuisance by Property Owner Declared Unlawful.

It shall be unlawful for any person to create a nuisance, or suffer or permit a nuisance to exist, upon property which is under his care, custody or control.

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

When an inspection results in total compliance of this property for the minimum housing standards as required in City of Clermont Code of Ordinances, Chapter 14-9; When all nuisance violations are corrected and maintained in compliance from date of complied inspection forward; When all electrical appliances, equipment and wiring, fire protection systems/alarms are properly installed and in proper working condition; When screens on all windows on structure are properly installed and in proper working condition; When all evidence of rat, vermin and rodent infestation is removed; When all refuse, litter and construction debris is removed from entire property.

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

You are directed to take action by 5:00 PM FRIDAY, JULY 31, 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 on Tuesday, August 18, 2015, at 6:00 PM

By:


Lori Crain
Code Enforcement Officer

Code Enforcement Board of the
City of Clermont

NOTICE OF HEARING

CITY OF CLERMONT,
Petitioner

Case No. C2014-010044

vs.
TAYLOR MICHELLE & GRADY
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:

SEPTEMBER 15, 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.

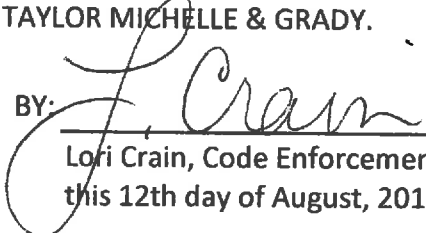
Any letters, lists, pictures of items displayed, presented or handed out at a public meeting for any City Commission, Board, Council or City public meeting, must be left with the recording clerk at the meeting at that time. No cell phone or electronic displays are permitted unless a printed copy is supplied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

**PLEASE DISREGARD PREVIOUS HEARING NOTICE FOR AUGUST CODE BOARD
HEARING AND 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, TAYLOR MICHELLE & GRADY.
Certified Mail/Return Receipt Requested #

9171 9690 0935 0090 7158 67

BY:


Lori Crain, Code Enforcement Officer
this 12th 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.

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

VIOLATION NOTICE

August 17, 2015

Violation # C2015-000279

To: DOUGLAS & DEBRA LAY
2522 HOLLY BERRY CIR
CLERMONT, FL 34711

9171 9690 0935 0090 7159 04

Violation/Property address: 157 SUTTER DR, CLERMONT, FL

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 157 SUTTER DR, PARCEL #202226197500008700

Compliance with the Violation(s) listed will be when the following condition(s) are met:
WHEN ALL WEEDS & GRASS ARE MOWED, CUT AND REMOVED; PROPERTY IS MAINTAINED THROUGHOUT
REMAINDER OF GROWING SEASON.

Type of Violation: Sec. 34-61. Enumeration of prohibited items, conditions or actions constituting nuisances.

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance:

(1) Weeds. Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, including grass, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 18 inches.

Type of Violation: Section 34-62 - Creation or Maintenance of Nuisance by Property Owner Declared Unlawful.

It shall be unlawful for any person to create a nuisance, or suffer or permit a nuisance to exist, upon property which is under his care, custody or control.

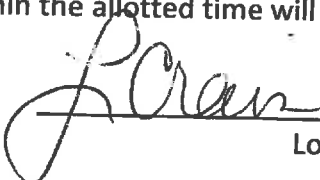
Type of Violation: Weeds Section 302.4-IPMC

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 lcra@clermontfl.org when you comply, so an inspection to determine compliance can be scheduled.

You are directed to take action by 4:00 PM, FRIDAY, AUGUST 21, 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 Board of the
City of Clermont

NOTICE OF HEARING

CITY OF CLERMONT,

Petitioner,

vs.

DOUGLAS & DEBRA LAY,

Respondents,

Case No. C2015-000279

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, SEPTEMBER 15, 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.

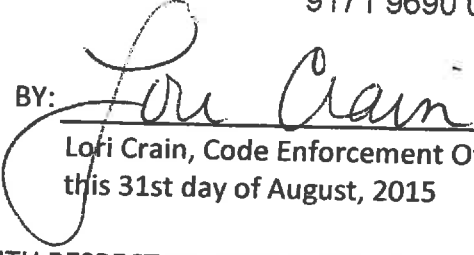
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PLEASE GOVERN YOURSELF ACCORDINGLY.

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, DOUGLAS & DEBRA LAY, 2522 HOLLY BERRY CIR, CLERMONT, FL 34711. Certified Mail/Return Receipt Requested :

9171 9690 0935 0112 9871 59

BY:


Lori Crain, Code Enforcement Officer
this 31st 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.

City of Clermont

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

VIOLATION NOTICE

August 12, 2015

Violation # C2015-000283

To: CASTIGLIONI LISA
2715 VALIANT DR
CLERMONT, FL 34711

Violation/Property address: 2715 VALIANT DR CLERMONT, FL. 34711 (REGENCY HILLS)

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 2715 VALIANT DR.

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

THE WHOLE PROPERTY IS MOWED AND STAYS IN COMPLIANCE REQUIRED BY CITY OF CLERMONT CODE OF ORDINANCES

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 352-241-7304 or ewallace@clermontfl.org when you comply, so an inspection to determine compliance can be scheduled.

You are directed to take action by AUGUST 21ST, 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:



E. Wallace

Code Enforcement Officer

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

AFFIDAVIT OF POSTING

CITY OF CLERMONT
Petitioner

CEB CASE # C2015-000283

VS.

CASTIGLIONI LISA ()
Respondent

Personally appeared before me, Evie Wallace Code Enforcement Officer of the City of Clermont:

That a copy of the Violation Notice and the Hearing Notice was posted at the south public entrance of Clermont City Hall, 685 W. Montrose Street, Clermont, FL 34711, in addition to the real property known as 2715 VALIANT DR CLERMONT, FL. 34711 on the 26th OF August 26, 2015 .

Sworn to and subscribed before me this 26th day of August, 2015.

EW Wallace
Code Enforcement Officer, Evie Wallace
City of Clermont, 685 W. Montrose Street
Clermont, FL 34711

The forgoing instrument was acknowledged before me this 26th day of August, 2015, by Evie Wallace, Code Enforcement Officer for the City of Clermont, who is personally known to me and who did take an oath.

Signature: Joell Folmar
Printed Name: Joell Folmar



JOELL FOLMAR
MY COMMISSION # FF 009885
EXPIRES: June 26, 2017
Bonded Thru Budget Notary Services

Code Enforcement Board of the
City of Clermont

NOTICE OF HEARING

CITY OF CLERMONT,

Petitioner

vs.

CASTIGLIONI LISA

Respondent

Case No. C2015-000283

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:

September 15th, 2015 at 6 p.m.

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, CASTIGLIONI LISA.

Certified Mail/Return Receipt Requested #

9171 9690 0935 0090 7153 00

BY:


Evie Wallace, Code Enforcement Officer
this 26th 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.

City of Clermont

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

VIOLATION NOTICE

August 25, 2015

Violation # C2015-000294

To: REILLY DAVID W
2125 WINSLEY ST
CLERMONT, FL 34711

Violation/Property address: 2125 WINSLEY ST CLERMONT, FL. 34711 ALT KEY#3799253

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 2125 WINSLEY ST. CLERMONT, FL. 34711 AT WHITEHALL/KINGS RIDGE

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

- **BACKYARD IS COMPLETELY MOWED AND MAINTAINED**

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 352-241-7304 or ewallace@clermontfl.org when you comply, so an inspection to determine compliance can be scheduled.

You are directed to take action by SEPTEMBER 1ST, 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:



E. Wallace

Code Enforcement Officer

Code Enforcement Board of the
City of Clermont

NOTICE OF HEARING

CITY OF CLERMONT,

Petitioner

Case No. C2015-000294

vs.

REILLY DAVID W

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:

SEPTEMBER 15TH, 2015 @ 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, REILLY DAVID W. @ HIS RESIDENCE
Certified Mail/Return Receipt Requested #

9171 9690 0935 0090 7152 70

BY:



Evie Wallace, Code Enforcement Officer
this 1th day of September, 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

REPEAT VIOLATION NOTICE

September 04, 2015

Violation # C2015-000342

To: MARTIN WRIGHT ESTATE
C/O MARTIN WRIGHT JR
1390 BUCKINGHAM DR
HAMPTON, GA 30228

Violation/Property address: 775 EAST JUNIATA 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 775 E JUNIATA ST PARCEL #192226080000000600.

Type of Violation: Exterior Property Maintenance Section 302-IPMC

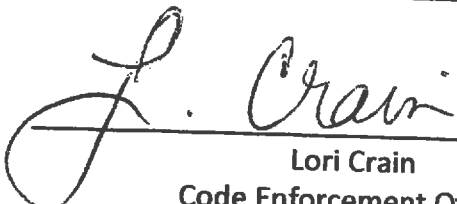
Sanitation, weeds, harboring of rats

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.

THIS CASE WILL BE PRESENTED TO THE CODE ENFORCEMENT BOARD AS STATED IN THE ATTACHED NOTICE OF HEARING ON REPEAT VIOLATION, EVEN IF THE VIOLATION HAS BEEN CORRECTED PRIOR TO THE HEARING DATE.

By:



Lori Crain
Code Enforcement Officer

Code Enforcement Board of the
City of Clermont

NOTICE OF HEARING

CITY OF CLERMONT,

Petitioner,

vs.

MARTIN WRIGHT ESTATE,

Respondent,

Case No. C2015-000342

9171 9690 0935 0112 9872 89

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, SEPTEMBER 15, 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.

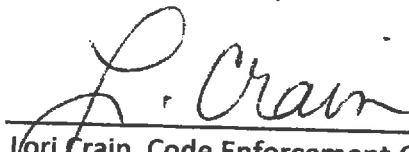
Any letters, lists, pictures of items displayed, presented or handed out at a public meeting for any City Commission, Board, Council or City public meeting, must be left with the recording clerk at the meeting at that time. No cell phone or electronic displays are permitted unless a printed copy is supplied 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, MARTIN WRIGHT ESTATE, C/O MARTIN WRIGHT JR. 1390 BUCKINGHAM DR, HAMPTON, GA 30228. Certified Mail/Return Receipt Requested #

9171 9690 0935 0112 9872 89

BY:


Lori Crain, Code Enforcement Officer
this 4th day of September, 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 0090 7149 76

City of Clermont

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

REPEAT VIOLATION NOTICE

July 7, 2015

Violation # C2015-000256

To: MARTIN WRIGHT ESTATE
1390 BUCKINGHAM DR
HAMPTON, GA 30228

Violation/Property address: 775 E JUNIATA 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 775 E JUNIATA ST, PARCEL # 19-22-26-080000000600

Compliance with the Violation(s) listed will be when the following condition(s) are met:
ENTIRE LOT IS MOWED AND OVERGROWTH REMOVED. PROPERTY IS MAINTAINED IN COMPLIANCE
THROUGHOUT REMAINDER OF GROWING SEASON.

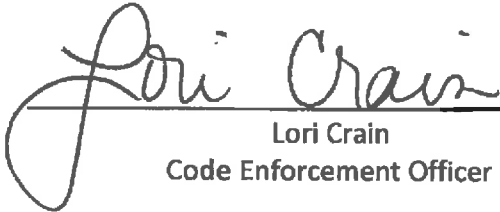
Type of Violation: Weeds Section 302.4-IPMC

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 lcrajin@clermontfl.org when you comply, so an inspection to
determine compliance can be scheduled.

**THIS CASE WILL BE PRESENTED TO THE CODE ENFORCEMENT BOARD AS STATED IN
THE ATTACHED NOTICE OF HEARING ON REPEAT VIOLATION, EVEN IF THE VIOLATION
HAS BEEN CORRECTED PRIOR TO THE HEARING DATE.**

By:


Lori Crain
Code Enforcement Officer

Code Enforcement Board of the
City of Clermont

NOTICE OF HEARING

CITY OF CLERMONT,

Petitioner,

vs.

MARTIN WRIGHT ESTATE,

Respondent,

Case No. C2015-000256

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.

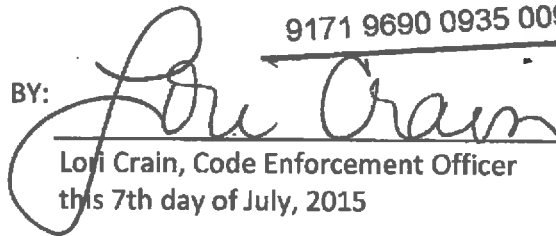
Any letters, lists, pictures of items displayed, presented or handed out at a public meeting for any City Commission, Board, Council or City public meeting, must be left with the recording clerk at the meeting at that time. No cell phone or electronic displays are permitted unless a printed copy is supplied 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, MARTIN WRIGHT ESTATE, C/O MARTIN WRIGHT JR. 1390 BUCKINGHAM DR, HAMPTON, GA 30228. Certified Mail/Return Receipt Requested #

9171 9690 0935 0090 7149 76

BY:


Lori Crain, Code Enforcement Officer
this 7th 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.

City of Clermont

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

REPEAT VIOLATION NOTICE

May 08, 2015

Violation # C2015-000187

To: MARTIN WRIGHT ESTATE
1390 BUCKINGHAM DR
HAMPTON, GA 30228

Violation/Property address: 775 E JUNIATA 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 775 E JUNIATA ST, PARCEL # 19-22-26-080000000600

Compliance with the Violation(s) listed will be when the following condition(s) are met:
ENTIRE LOT IS MOWED AND OVERGROWTH REMOVED. PROPERTY IS MAINTAINED IN COMPLIANCE THROUGHOUT REMAINDER OF GROWING SEASON.

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 lcrajin@clermontfl.org when you comply, so an inspection to determine compliance can be scheduled.

THIS CASE WILL BE PRESENTED TO THE CODE ENFORCEMENT BOARD AS STATED IN THE ATTACHED NOTICE OF HEARING ON REPEAT VIOLATION, EVEN IF THE VIOLATION HAS BEEN CORRECTED PRIOR TO THE HEARING DATE.

By:



Lori Crain
Code Enforcement Officer

Code Enforcement Board of the
City of Clermont

NOTICE OF HEARING

CITY OF CLERMONT,

Petitioner

Case No. C2015-000187

vs.

MARTIN WRIGHT 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, MAY 19, 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.

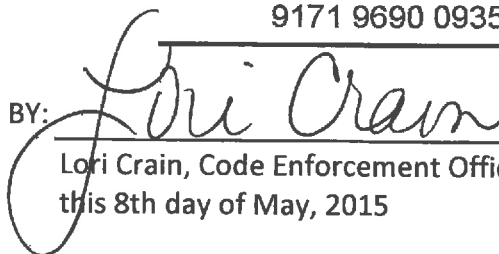
Any letters, lists, pictures of items displayed, presented or handed out at a public meeting for any City Commission, Board, Council or City public meeting, must be left with the recording clerk at the meeting at that time. No cell phone or electronic displays are permitted unless a printed copy is supplied 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, MARTIN WRIGHT ESTATE, C/O MARTIN WRIGHT, JR, 1390 BUCKINGHAM DR, HAMPTON, GA 30228. Certified Mail/Return Receipt Requested #

9171 9690 0935 0090 7140 37

BY:



Lori Crain, Code Enforcement Officer
this 8th day of May, 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.

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

CITY OF CLERMONT

Petitioner,

vs.

Martin Wright Estate

Respondent,

**Case No: C2015-000256
775 E Juniata St.
Clermont, Florida 34711**

**FINDINGS OF FACT, CONCLUSION OF LAW, ORDER of
REPEAT VIOLATION and IMPOSING FINE**

THIS MATTER came before the Code Enforcement Board of the City of Clermont for hearing on **July 21, 2015** and the Board having heard sworn testimony and received evidence from **Lori Crain, Code Enforcement Officer**, for the City, and having noted that the Respondent was not represented, thereupon issues the following Findings of Fact, Conclusion of Law, Order of Repeat Violation and Imposing Fine:

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 Notice of Repeat Violation dated July 7, 2015 and located in Clermont, Florida.
- 3) As of June 22, 2015 there existed on the property an overgrowth of grass and weeds.
- 4) This condition is a repeat violation of the Board's Order dated November 21, 2014.
- 5) As of July 13, 2015, the violation has been corrected.

II. CONCLUSION OF LAW

The Code Enforcement Board finds the Respondent Martin Wright Estate is in repeat violation of Clermont City Code Section 14-9, IPMC Section 302.4 "Weeds".

III. ORDER

Based on the above-stated findings and conclusion of law, it is hereby Ordered that: a fine is imposed in the amount of \$500 for each day that the property was in repeat violation from

City of Clermont

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

AFFIDAVIT OF COMPLIANCE

In the matter of:

Case # C2015-000256
MARTIN WRIGHT ESTATE
1390 BUCKINGHAM DR
HAMPTON, GA 30228

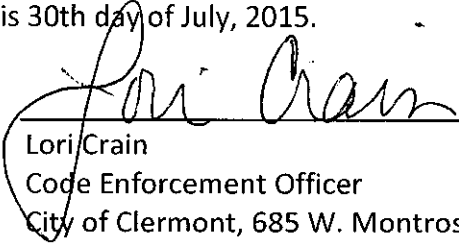
Violation Address: 775 EAST JUNIATA ST, CLERMONT, FL

Personally appeared before me, Lori Crain Code Enforcement Officer of the City of Clermont:

That on July 21, 2015, the Code Enforcement Board held a public hearing and issued an Order in the abovementioned case.

In accordance with the Board's order, a fine of \$500 per day accrued from June, 22, 2015, to July 13, 2015, per calendar day with a grand total of 21 days fines were accrued. Total of fine is \$10,500.

Sworn to and subscribed before me this 30th day of July, 2015.



Lori Crain
Code Enforcement Officer
City of Clermont, 685 W. Montrose Street
Clermont, FL 34711

The forgoing instrument was acknowledged before me this 30th day of July, 2015, by Lori Crain as the Code Enforcement Officer for the City of Clermont, who is personally known to me and who did take an oath.



JOELL FOLMAR
MY COMMISSION # FF 009885
EXPIRES: June 26, 2017
Bonded Thru Budget Notary Services

Signature:



Printed Name:

Joell Folmar

City of Clermont

July 30, 2015

To: MARTIN WRIGHT ESTATE
C/O MARTIN WRIGHT JR
1930 BUCKINGHAM DR
HAMPTON, GA 30228

RE : Case #C2015-000256
Property address 775 E JUNIATA
Violation WEEDS

Dear MARTIN WRIGHT, JR,

This is to notify you that the abovementioned Code Enforcement case has not been closed due to the outstanding fine that remains on the property.

A fine in the amount of \$500 per day accrued from June 22, 2015, to July 13, 2015.

Total amount of fine is \$10,500.

In order to close this case you are requested to:

1. Submit full payment of the fine at the Development Services Department before **August 31, 2015**.

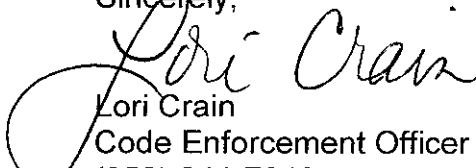
OR

2. Appear before the Code Enforcement Board on **September 15, 2015**, at 6:00 p.m. to request adjustment of fines. **You are required to submit a letter requesting to appear before the board no later than August 31, 2015.** Please include the case information provided above.

Failure to comply with this request will result in this case being scheduled before the Code Enforcement Board on October 20, 2015, in which the city will request a lien be recorded against the property.

Thank you for your attention in this matter.

Sincerely,


Lori Crain
Code Enforcement Officer
(352) 241-7343
lcraim@clermontfl.org

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

CITY OF CLERMONT

Petitioner,

vs.

Martin Wright Estate

Respondent,

**Case No: C2015-000045
775 E Juniata St.
Clermont, Florida 34711**

**FINDINGS OF FACT, CONCLUSION OF LAW, ORDER of
REPEAT VIOLATION and IMPOSING FINE**

THIS MATTER came before the Code Enforcement Board of the City of Clermont for hearing on **March 17, 2015** and the Board having heard sworn testimony and received evidence from **Lori Crain, Code Enforcement Officer**, for the City, and having noted that the Respondent was not represented, thereupon issues the following Findings of Fact, Conclusion of Law, Order of Repeat Violation and Imposing Fine:

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 Notice of Repeat Violation dated March 2, 2015 and located in Clermont, Florida.
- 3) As of February 26, 2015 there existed on the property an overgrowth of grass and weeds.
- 4) This condition is a repeat violation of the Board's Order dated November 21, 2014.
- 5) As of March 15, 2015, the violation has been corrected.

II. CONCLUSION OF LAW

The Code Enforcement Board finds the Respondent Martin Wright Estate is in repeat violation of Clermont City Code Section 14-9, IPMC Section 302.4 "Weeds".

III. ORDER

Based on the above-stated findings and conclusion of law, it is hereby Ordered that: a fine is imposed in the amount of \$25 for each day that the property was in repeat violation from

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

CITY OF CLERMONT

Petitioner,

vs.

Martin Wright Estate

Respondent,

**Case No: C2015-000187
775 E Juniata St.
Clermont, Florida 34711**

**FINDINGS OF FACT, CONCLUSION OF LAW, ORDER of
REPEAT VIOLATION and IMPOSING FINE**

THIS MATTER came before the Code Enforcement Board of the City of Clermont for hearing on **May 19, 2015**, and the Board having heard sworn testimony and received evidence from **Lori Crain, Code Enforcement Officer**, for the City, and having noted that the Respondent was not represented, thereupon issues the following Findings of Fact, Conclusion of Law, Order of Repeat Violation and Imposing Fine:

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 Notice of Repeat Violation dated May 8, 2015 and located in Clermont, Florida.
- 3) As of May 8, 2015, there existed on the property an overgrowth of grass and weeds.
- 4) This condition is a repeat violation of the Board's Order dated November 21, 2014.
- 5) As of May 15, 2015, the violation has been corrected.

II. CONCLUSION OF LAW

The Code Enforcement Board finds the Respondent Martin Wright Estate is in repeat violation of Clermont City Code Section 14-9, IPMC Section 302.4 "Weeds".

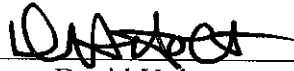
III. ORDER

Based on the above-stated findings and conclusion of law, it is hereby Ordered that: a fine is imposed in the amount of \$250 for each day that the property was in repeat violation from

May 8, 2015, until May 15, 2015, for a total fine of TWO THOUSAND DOLLARS (\$2,000).

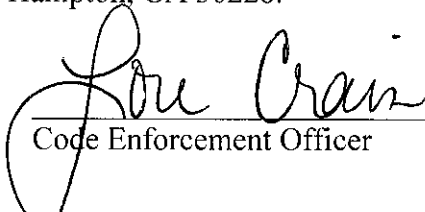
Done and Ordered this 21st day of May, 2015.

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 20th day of May, 2015, a true and correct copy of this Order has been furnished by certified and regular mail to the Martin Wright Estate c/o Martin Wright, Jr., 1930 Buckingham Dr., Hampton, GA 30228.


Code Enforcement Officer

City of Clermont

May 28, 2015

To: MARTIN WRIGHT ESTATE
C/O MARTIN WRIGHT JR
1930 BUCKINGHAM DR
HAMPTON, GA 30228

RE : Case #C2015-000187
Property address 775 E JUNIATA
Violation WEEDS 302.4

Dear MARTIN WRIGHT ESTATE:

This is to notify you that the abovementioned Code Enforcement case has not been closed due to the outstanding fine that remains on the property.

A fine in the amount of \$250 per day accrued from 5/8/15 to 5/15/15.
Total amount of fine is \$2000.

In order to close this case you are requested to:

1. Submit full payment of the fine at the Development Services Department before **June 30, 2015**.

OR

2. Appear before the Code Enforcement Board on **July 21, 2015** at 6:00 p.m. to request adjustment of fines. You are required to submit a letter requesting to appear before the board no later than **June 30, 2015**. Please include the case information provided above.

Failure to comply with this request will result in this case being scheduled before the Code Enforcement Board on August 18, 2015, in which the city will request a lien be recorded against the property.

Thank you for your attention in this matter.

Sincerely,



Lori Crain
Code Enforcement Officer
(352) 241-7343
lcraim@clermontfl.org

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

AFFIDAVIT OF COMPLIANCE

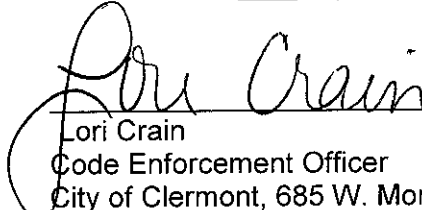
In the matter of:

Case # C2015-000187
MARTIN WRIGHT ESTATE
C/O MARTIN WRIGHT JR
1930 BUCKINGHAM DR
HAMPTON, GA 30228

Personally appeared before me, Lori Crain, Code Enforcement Officer of the City of Clermont:

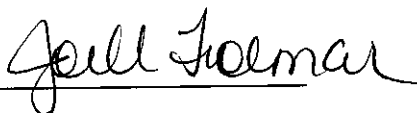
1. That on May 19, 2015, the Code Enforcement Board held a public hearing and issued an Order in the abovementioned case.
2. In accordance with the Board's order, a fine of \$250 per day accrued from May 8, 2015, to May 15, 2015, for the time the property was not in compliance. Total amount of fine = \$2000.00.

Sworn to and subscribed before me this 20th day of May, 2015.



Lori Crain
Code Enforcement Officer
City of Clermont, 685 W. Montrose Street
Clermont, FL 34711

The forgoing instrument was acknowledged before me this 28th day of May, 2015, by Lori Crain, as the Code Enforcement Officer for the City of Clermont, who is personally known to me and who did take an oath.

Signature: 



JOELL FOLMAR
MY COMMISSION # FF 009885
EXPIRES: June 26, 2017
Bonded Thru Budget Notary Services

Printed Name: Joell Folmar