

Application For Relief - Code Enforcement Liens

Manatee County - Code Enforcement Division

5030 US Hwy 301N, Ellenton, FL 34222

Tel: (941) 748-2071 Fax: (941) 749-3094 Email: robin.dyer@mymanatee.org

Manatee County accepts applications for Code Enforcement Lien relief from owners of properties that have corrected ALL the violations on the subject property. Please complete the form in its entirety. Incomplete applications will not be accepted.

Case #CE2016120336 Manatee County - vs - Edward H. Balian
Prepared 2/27/2020 rjd

Property Information		
Parcel Identification Number: 6471600004		
Lot:	Block:	Subdivision:
Address: 6243 14 th St W.		
City: Bradenton		Zip Code: 34207-4611

Property Owner Information		
Current property owner: Edward H. Balian		
Address: PO Box 3403		
City: SARASOTA	State: FL	Zip: 34230
Phone #: 941-356-9085	Email address: ebalian03@yahoo.com	
Representative/Agent:		
Address: SAME		
City:	State:	Zip:
Phone #:	Email address:	

Lien Information	
Amount of lien: \$78,675.00 Recording Fees: \$28.5 Total Lien Amount: \$78,703.50	Amount of offer: \$ 1,000 ⁰⁰ plus \$28.50 recording fees
Recorded Lien Information: Instrument# 201741026510	Number of days the property was in violation: 845
Date of Compliance: January 29, 2020	How much money was spent to abate the Violation: ≈ \$30,000 ⁰⁰

The following documentation (when applicable) SHALL be submitted with the application:

(Reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

1. Notice of Lis Pendens recorded with Manatee County Clerk of Courts with the date, book and page shown;
2. Foreclosure Order, with the recording date, book and page shown;
3. Final Summary Judgment of Foreclosure, with the recording date, book and page shown;
4. New Certificate of Title, with the recording date, book and page shown;
5. County's Final Order of Imposition of Fine; and
6. Claim of Lien(s) with the recording date, book and page shown.

FACTORS RELEVANT TO APPLICATIONS FOR RELIEF:

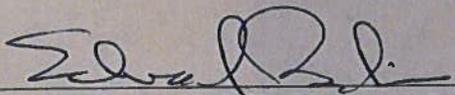
1. The nature and gravity of the violation(s);
2. Any actions you have taken to correct the violation(s);
3. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;
4. Any actual costs you expended to cure the violation(s), if supported by documentation;
5. Any other prior or current violations you committed on the subject property or upon any other property you own within the County; and
6. Equitable considerations.
 - i. Whether there was any extraordinary hardship which existed or currently exists;
 - ii. Whether the applicant was the property owner when the fine or lien was imposed;
 - iii. Whether the property is homestead or non-homestead property;
 - iv. Whether the County lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner.

Please provide written justification as to why relief should be granted: (When you complete this section, at a minimum, address the above factors and reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

PROPERTY LITIGATION: (If applicable give detail here if this property is involved in litigation.)

I certify that I am: (Include documentation of the below)

- ___ the owner of the subject property;
- ___ an Attorney representing the owner.
- ___ the legal representative for the property, or
- ___ otherwise authorized to act on behalf of the property owner in this matter.



Signature of Owner/Authorized Representative

6/12/20

Date

EDWARD BALIAN

Print Name

Note: County Code Section 2-7-25 allows the Board of County Commissioners to execute a satisfaction or release of lien.
The application process requires two (2) public meetings. Once the application and documentation is found to be complete it will be scheduled and presented before a Special Magistrate. The findings of the Special Magistrate along with the application will be forwarded to the Board of County Commissioners for final approval or denial. All payments will need to be mailed to Manatee County, Attention Code Enforcement, 5030 US Hwy 301N, Ellenton, FL 34222 and payable to: Manatee County, and include the Case Number. Once payment is received a Satisfaction of Lien will be prepared and recorded.

Revised 1/29/2019

This has been, and continues to be, a very long, and difficult, and expensive process! As a very brief overview, the Tenant undertook renovations, unbeknownst to us, the fire department observed a relatively minor discrepancy and reported it to Code Enforcement. We were never aware of a problem until after the Special Magistrates Hearing. We were never aware of a problem until after the Special Magistrates Hearing (seems worth saying again). After learning of the situation, we tried to work with the Tenant to hire a Contractor and remedy per Manatee County requirements. The Tenant was forced to sell their business at a very steep loss and we were forced to remedy the situation on our own. We chose Jesse Campos, a state licensed Contractor.

We were not (previously not/now much more so) used to being heavily involved in working with Contractors. Usually, in our previous experiences, Contractors do the work, as agreed and take care of the permitting process including closing out the permit. This surely was NOT the case with Mr Campos. After trying extensively to work with Mr Campos and to complete the work and meet the requirements, we were forced to hire a second and additional Contractor.

Sorry to take so long to meet the Code Enforcement and Manatee County requirements!! We are anxious to be "good corporate citizens" and good and helpful and compliant citizens of Manatee County. We appreciate Code Enforcement's and Mr Ben Dornon's help and guidance and patience with us in this unfortunate situation. We are much more knowledgeable now and surely would NOT anticipate this kind of situation again.

We would like to offer to settle this matter for \$1,000.00 in consideration of the county's expenses in this matter. This matter has surely cost us many, many times this amount already with more expenses still to come.

Thank you very much for your consideration of this matter.

WARRANTY DEED

This Warranty Deed is made this 12 day of MAY, 1994, by BERSAM DEVELOPMENT COMPANY, a Florida general partnership, of the County of Manatee, in the State of Florida, hereinafter referred to as "Grantor," to EDWARD H. BALIAN, whose Social Security Number is [REDACTED], and whose post office address is 401 Pheasant Drive, Sarasota, FL 34236, hereinafter referred to as "Grantee."

WITNESSETH

Grantor, in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee his heirs and assigns forever the following described real property in Manatee County, Florida:

SEE EXHIBIT "A" ANNEXED HERETO.

Reserved Easement:

Grantor hereby reserves for the Grantor, its successors, assigns, lessees, licenses, and invitees, the nonexclusive, perpetual easement appurtenant to the real property described in Exhibit "B" annexed hereto for access, ingress and egress of vehicular and pedestrian traffic on, over and across those portions of the property described in Exhibit "A" annexed hereto devoted to traffic, ingress and egress use from time to time. The easement area referenced herein shall include the driveways and accessways which may exist from time to time. Nothing contained herein shall prohibit or restrict the owners of the property described in Exhibit "A" annexed hereto from relocating and/or modifying the driveways, parking areas and accessways or constructing any buildings or structures thereon, subject to the restrictions described in the following paragraph. In the event of a modification or relocation of said areas, the easement areas shall be relocated as well to those areas, if any, which may be set aside for said purposes. The easement reserved herein shall enure to the benefit of and be binding upon the owners, their heirs, personal representatives, successors and assigns of the properties described in Exhibit "A" and Exhibit "B" and upon any persons acquiring any portion of said parcels, or any interest therein, whether by operation of law or otherwise. This easement shall be a burden on the real property described in Exhibit "A" annexed hereto and shall be appurtenant to and for the benefit of the real property described in Exhibit "B" annexed hereto and shall run with the land.

BK 1435 PG 1022
DOC STAMPS \$7700.00
DKT # 000728980

Deed Restrictions:

No portion of the real property described in Exhibit "A" annexed hereto shall be used as a bank, savings and loan association or other similar banking or financial institution so long as the property described in Exhibit "B" annexed hereto is being used as a bank, savings and loan association or other similar banking or financial institution. In addition, the property described in Exhibit "A" annexed hereto and the property described in Exhibit "B" annexed hereto, shall not be utilized as a topless bar, topless nightclub featuring nude dancing or any other establishment whose primary business is the sale of pornographic books or movies. Subsequent to the date hereof, no buildings shall be constructed on that portion of the southerly 156 feet of the property described in Exhibit "A" annexed hereto lying westerly of the property described in Exhibit "B" annexed hereto ("Restricted Property") and said Restricted Property shall be used for ingress, egress and automobile parking only. All deed restrictions set forth in this paragraph shall terminate and become null and void upon the termination or expiration of that certain lease agreement relating to the real property described in Exhibit "B" annexed hereto dated April 30, 1980, between Raymond Klein and Sol Kramer as Landlord and Southeast Properties, Inc. as Tenant, as amended and assigned to First Union National Bank of Florida, as Tenant. The recordation of an affidavit by the then current owner of the property described in Exhibit "B" or First Union National Bank of Florida that the aforesaid lease agreement has terminated or expired shall be deemed conclusive. In the event of a termination of the deed restrictions set forth herein as a result of a termination or expiration of the aforesaid lease agreement, no buildings shall be constructed on the Restricted Property which would have the effect of materially obstructing the visibility of the property described in Exhibit "B" annexed hereto and the improvements located thereon from U. S. 41.

BK 1435 PG 1023

The Data Processing Number of the above described real property is

Parcel A: 64716.0000/4
Parcel B: 64716.0010/3.

Subject to valid easements, reservations and restrictions of record, governmental regulations and real property taxes for the current year.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of the property in fee simple; that Grantor has good right and lawful authority to sell and convey the property; that Grantor hereby fully warrants the title to the property and will defend the title against the lawful claims of all persons whomsoever; and that the property is free of all encumbrances not set forth herein.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed the date set forth above.

WITNESSES:

BERSAM DEVELOPMENT COMPANY,
a Florida general partnership

[Signature]
Print Name: J. R. Juddell
[Signature]
Print Name: W. K. Reeves

BY: [Signature]
Samuel Smullin
As its: General Partner
Address: P.O. Box 503
Longboat Key FL 34228

STATE OF FLORIDA
COUNTY OF SARASOTA

12th The foregoing instrument was acknowledged before me this day of May, 1994, by Samuel Smullin as General Partner of Bersam Development Company, a Florida general partnership, on behalf of the partnership. He/she is personally known to me or has produced FLORIDA Drivers Lic as identification and who did (did not) take an oath.



[Signature]
Name: W. K. Reeves
Notary Public

My Commission Expires:

This Instrument Prepared by:
Sam D. Norton, Esq.
Norton, Gurley & Hammersley, P.A.
1819 Main Street, Suite 610
Sarasota, Florida 34236

BK 1435 PG 1024

E X H I B I T "A"
(Legal Description)

PARCEL A

Commence at the S.W. corner of the S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4 of Sec. 23, Twp. 35 S., Rge. 17 E.; thence N 88°44'01" E, along the South line of said N.E. 1/4 of the N.W. 1/4, 31.62 ft. to the intersection with the Southerly extension of the East r/w of State Road No. 45 (U.S. Hwy 41); thence N 01°16'02" W, along Southerly extension, 24.50 ft. for a P.O.B., said point being on the East r/w of said State Road No. 45 (U.S. Hwy. 41); thence continue N 01°16'02" W, along said East r/w, 308.84 ft. to the intersection with the North line of the South 1/2 of said S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4; thence N 88°43'47" E, along said North line of the South 1/2, 471.11 ft. to the intersection with the Westerly r/w of 63rd Avenue West (New Saunders Road), as described and recorded in Official Records Book 879, pages 678 and 679, Public Records of Manatee County, Florida; thence S 30°02'03" E, along said Westerly r/w, 255.18 ft. to the P.C. of a curve, concave to the Northwest, having a radius of 60.00 ft.; thence Southerly and Westerly, along said r/w and the arc of said curve, through a central angle of 117°59'42", 123.56 ft. to the P.T. of said curve, said point also being on the Northerly maintained r/w of 63rd Avenue West (Saunders Road existing); thence S 87°57'39" W, along said Northerly maintained r/w, 533.17 ft. to the intersection with the Easterly r/w of State Road No. 45 (U.S. Hwy. 41); thence N 40°51'56" W, along said Easterly r/w, 14.12 ft. to the P.O.B., being and lying in the South 1/2 of the S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4 of Sec. 23, Twp. 35 S., Rge. 17 E., Manatee County, Florida,

EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:

From the S.W. corner of the S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4 of Section 23, Township 35 South, Range 17 East, run N 88°44'01" E, along the South line of said N.E. 1/4 of the N.W. 1/4, a distance of 31.62 feet to the Southerly extension of the East right of way line of State Road No. 45 (U.S. 41); thence N 01°16'02" W, along said Southerly extension, a distance of 13.50 feet; thence N 87°57'39" E, along the Northerly right of way line of 63rd Avenue West, a distance of 288.38 feet to the P.O.B.; thence N 01°16'02" W, a distance of 156.00 feet; thence N 87°57'39" E, a distance of 195.00 feet; thence N 59°57'57" E, a distance of 65.00 feet to the intersection of the Westerly right of way line of 63rd Avenue West (New Saunders Road), as described and recorded in Official Records Book 879, pages 678 and 679 of the Public Records of Manatee County, Florida; thence S 30°02'03" E, along said right of way line, a distance of 111.36 feet to the P.C. of a curve to the right, having a radius of 60.00 feet and a central angle of 117°59'42"; thence Southwesterly, along the arc of said curve, a distance of 123.56 feet to the P.T. of said curve and the North right of way line of 63rd Avenue West; thence S 87°57'39" W, along said right of way line, a distance of 253.79 feet to the P.O.B. Lying and being in Section 23, Township 35 South, Range 17 East, Manatee County, Florida.

PARCEL B

Commence at the S.E. corner of the S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4 of Sec. 23, Twp. 35 S., Rge. 17 E.; thence N 01°33'03" W, along the East line of said S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4, 220.31 ft. to the intersection with the Northeasterly r/w of 63rd Avenue West (New Saunders Road), as described and recorded in Official Records Book 879, pages 678 and 679, Public Records of Manatee County, Florida, for a P.O.B.; thence continue N 01°33'03" W, along said East line, 113.08 ft. to the N.E. corner of the South 1/2 of said S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4; thence S 88°43'47" W, along the North line of said South 1/2, 61.52 ft. to the intersection with the Northeasterly r/w of said 63rd Avenue West (New Saunders Road); thence S 30°01'03" E, along said Northeasterly r/w, 129.00 feet to the P.O.B.; being and lying in the South 1/2 of the S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4 of Sec. 23, Twp. 35 S., Rge. 17 E., Manatee County, Florida.

BK 1435 PG 1025

EXHIBIT "B"

From the S.W. corner of the S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4 of Section 23, Township 35 South, Range 17 East, run N 88°44'01" E, along the South line of said N.E. 1/4 of the N.W. 1/4, a distance of 31.62 feet to the Southerly extension of the East right of way line of State Road No. 45 (U.S. 41); thence N 01°16'02" W, along said Southerly extension, a distance of 13.50 feet; thence N 87°57'39" E, along the Northerly right of way line of 63rd Avenue West, a distance of 288.38 feet to the P.O.B.; thence N 01°16'02" W, a distance of 156.00 feet; thence N 87°57'39" E, a distance of 195.00 feet; thence N 59°57'57" E, a distance of 65.00 feet to the intersection of the Westerly right of way line of 63rd Avenue West (New Saunders Road), as described and recorded in Official Records Book 879, pages 678 and 679 of the Public Records of Manatee County, Florida; thence S 30°02'03" E, along said right of way line, a distance of 111.36 feet to the P.C. of a curve to the right, having a radius of 60.00 feet and a central angle of 117°59'42"; thence Southwesterly, along the arc of said curve, a distance of 123.56 feet to the P.T. of said curve and the North right of way line of 63rd Avenue West; thence S 87°57'39" W, along said right of way line, a distance of 253.79 feet to the P.O.B. Lying and being in Section 23, Township 35 South, Range 17 East, Manatee County, Florida.

BY 1475 PG 1076
DK 1400 PG 1076
R. B. SHARP CLERK OF CIRCUIT COURT MANATEE COUNTY FL
FILED AND RECORDED 05/18/1994 12:30PM
RECORD VERIFIED

SATISFACTION OF MORTGAGE

Provident Bank nka: Branch Banking and Trust Company, a North Carolina Co., whose address is PO BOX 1290, Whiteville, NC 28472, the holder of that certain mortgage executed by EDWARD H BALIAN, whose address is 121 WESTVIEW DRIVE, dated 05/16/1994 and recorded 06/04/1998 in the official Records BOOK 1556 PAGE 6879 of the public records of MANATEE County, Florida, hereby on this 07/08/2013, acknowledges full payment in satisfaction of that Mortgage.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS SET HIS/HER HAND AND SEAL BELOW ON THE DATE STATED ABOVE.

PROVIDENT BANK NKA: BRANCH
BANKING AND TRUST COMPANY

By: *G. Julian Burr*
G. Julian Burr, Senior Vice President

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 07/08/2013 BY G. JULIAN BURR, SENIOR VICE PRESIDENT OF BRANCH BANKING AND TRUST CO., A NORTH CAROLINA CORPORATION, ON BEHALF OF THE CORPORATION. HE/SHE IS PERSONALLY KNOWN TO ME.

Paula Phelps

SIGNATURE OF NOTARY PUBLIC
STATE OF NORTH CAROLINA

PAULA PHELPS
NOTARY PUBLIC
COLUMBUS COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES NOV. 6, 2013

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Amy Smith
Branch Banking and Trust Co.
131 West Webster Street
PO Box 1290
Whiteville, NC 28472-9962
9163771842 08001

Mc. 10.50

U

This Instrument Prepared By:
Barbara B. Levin, Esquire
Abel, Band, Russell, Collier,
Pitchford & Gordon, Chartered
P.O. Box 49948
Sarasota, FL 34230-6948

ASSIGNMENT OF NOTE AND MORTGAGE

The undersigned, Bersam Development Company, a Florida general partnership, ("Assignor") in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign and transfer, to the Assignee set forth below, all of its right, title and interest in and to that certain Mortgage and Assignment of Rents given by Edward H. Balian, a single man, to Bersam Development Company, a Florida general partnership, dated May 16, 1994 and recorded in Official Records Book 1435, Page 1027, of the Public Records of Manatee County, Florida, (the "Mortgage") together with the promissory note and obligations described therein all as secured by the Mortgage, which said note dated May 16, 1994 in the original principal amount of \$886,800.00 together with all monies due and to become due thereon (the "Note"), including interest from June 16, 1994, and thereafter;

AND together with any and all causes of action or choses in action or both accruing to the owner and holder of the Mortgage or the Note or other obligations secured thereby, or otherwise arising out of the contract and obligation of the indebtedness.

TO HAVE AND TO HOLD unto said Assignee, its successors and assigns, forever; and the Assignor warrants that it is the owner and holder of said Mortgage, and that it has good right and authority to make this transfer and assignment of the Mortgage and all other loan documents executed or delivered in connection therewith; that the Note has not been otherwise assigned, pledged, hypothecated, encumbered, or compromised and that the Assignor, as owner and holder of said Note has not received payment therefor; and that the obligations of the mortgagor/borrower identified in the Note, the Mortgage and such loan documents have not been modified or amended.

ASSIGNEE: Provident Bank of Florida,
a Florida banking corporatiao

ADDRESS: P.O. Box 49557
Sarasota, Florida 34230-2220

RETURN TO: ABEL, BAND, ET AL
9188-3 Bdc
BW

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 29th day of May, 1998.

WITNESSES:

Bersam Development Company, a Florida general partnership

[Signature]
Print Name Larry Berkery

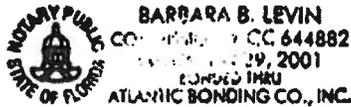
By: [Signature]
as: General Partner

[Signature]
Print Name Ed Balian

Print Name: Sam Smullin
Address P.O. Box 8031
Long Beach, Ca. 94828

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 29th day of May, 1998 by Sam Smullin, as General Partner, of Bersam Development Company, a Florida general partnership, on behalf of the general partnership.



[Signature]
Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known X (OR) Produced Identification _____
Type of identification produced _____

(BBL\9188-3)

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$ 786,800, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THE MORTGAGE.

MORTGAGE AND ASSIGNMENT OF RENTS

This Mortgage is made, executed and delivered by Edward H. Balian, a single man ("Borrower"), whose address is 401 Pleasant Dr. Sarasota Florida 34236 to and for the benefit of Bersam Development Company, a Florida general partnership ("Lender").

Borrower, to secure an indebtedness payable to Lender evidenced by a promissory note of even date executed by Borrower in the principal sum of EIGHT HUNDRED EIGHTY SIX THOUSAND EIGHT HUNDRED DOLLARS (\$886,800), together with interest thereon, ("Note"), which by reference is made a part hereof to the same extent as though set out in full herein, Borrower does hereby mortgage, pledge and assign to Lender:

A. All of the land in the County of Manatee, State of Florida, described on Exhibit "A" attached hereto and made a part hereof, to have and to hold the same, together with all the improvements now or hereafter erected on such property and all fixtures now or hereafter attached thereto, together with each and every tenements, hereditaments, easements, rights, powers, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, and also all the estate, right, title, interest, homestead, separate estate, property, possession and claim whatsoever in law as well as in equity of Borrower of, in and to the same in every part and parcel thereof.

B. Together with a security interest in all personal property and fixtures affixed to or located on the property described in paragraph A.

C. Together with all rents, issues, profits, revenue, income and other benefits from the property described in paragraph A hereof to be applied to the indebtedness secured hereby; provided, however, that permission is hereby given to Borrower so long as no default has occurred hereunder, to collect, receive and use such benefits from the property as they become due and payable, but not in advance thereof.

D. Everything referred to in paragraphs A, B and C hereof and any additional property hereafter acquired by Borrower and subject to the lien of this Mortgage or any part of these properties is hereby referred to as the "Mortgaged Property."

Borrower, as a material inducement to Lender, hereby represents, covenants and agrees as follows:

1. Compliance With Note and Mortgage; Warranty of Title. Borrower shall comply with all provisions of the Note, this Mortgage and of every other instrument securing the Note, if any, and shall promptly pay to Lender the principal with interest thereon and all other sums required to be paid by Borrower under the Note and pursuant to the provisions of this Mortgage and of

Drafted by and when recorded return to:
Jefferson F. Riddell, Esq.
JEFFERSON F. RIDDELL, P.A.
3400 South Tamiami Trail
Sarasota, FL 34239
(813) 366-1300

BK 1435 PG 1027
DOC STAMP \$3102.80
INT TAX \$1773.60
BK # 000728981

every other instrument securing the Note. Borrower is indefeasibly seized of the Mortgaged Property in fee simple and Borrower has lawful authority to mortgage, pledge and encumber the same as provided by this Mortgage, and does hereby so warrant.

2. Payment Of Taxes And Liens. Borrower shall pay all the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature now on the Mortgaged Property or that hereafter may be imposed, levied or assessed upon this Mortgage or the Mortgaged Property or upon the indebtedness secured hereby. All such payments to be made when due and payable according to law before they become delinquent and before any interest attaches or any penalty is incurred. Insofar as any indebtedness is of record the same shall be promptly satisfied and evidence of such satisfaction shall be given to Lender. Lender may at its option require Borrower to deposit with Lender on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the annual taxes and assessments payable with respect to the Mortgaged Property. Such deposits shall not be, nor deemed to be, trust funds, but may be commingled with the general funds of Lender, and no interest shall be payable in respect thereof. Upon demand by Lender, Borrower shall deliver to Lender such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Lender to pay such taxes and assessments when due. In the event of default under any of the terms, covenants and conditions in the Note, this Mortgage or any other instrument securing the Note to be performed or observed by Borrower, Lender may apply to the reduction of the sums secured hereby, in such manner as Lender shall determine, any amount under this paragraph remaining to Borrower's credit.

3. Insurance. Borrower shall keep the Mortgaged Property and the improvements now existing or hereafter erected on the Mortgaged Property insured against loss by fire, flood, if the Mortgaged Property is located in a flood zone, other hazards and contingencies in the amount of the full insurable value of the Mortgaged Property during the term of this Mortgage. Borrower shall pay promptly, when due, any premiums on such insurance. All insurance shall be carried with companies approved by Lender and the policy and renewals thereof shall be held by Lender and have attached thereto loss payable clauses in favor of and in form acceptable to Lender. In the event of loss, Borrower shall give immediate notice by mail to Lender, and Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Lender instead of either to Borrower or Borrower and Lender jointly. Insurance proceeds or any part thereof may be applied by Lender at its option, after deducting therefrom all its expenses including attorney's fees and costs, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Lender is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Borrower in and to any insurance policies then in force shall pass to the purchaser or grantee. Lender may at its option require Borrower to deposit with Lender on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the annual premiums for all insurance. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender, and no interest shall be payable in respect thereof. Upon demand by Lender, Borrower shall deliver to Lender such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Lender to pay such premiums when due. In the event of default under any of the terms, covenants and conditions

BK 1435 PG 1028

in the Note, this Mortgage or any other instrument securing the Note to be performed or observed by Borrower, Lender may apply to the reduction of the sums secured hereby, in such manner as Lender shall determine, any amount under this paragraph remaining to Borrower's credit and any return premium received from cancellation of any insurance policy by Lender upon foreclosure of this Mortgage.

4. Condemnation. If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Lender, become immediately due and payable. Lender shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Borrower's name, any action or proceeding relating to any condemnation, and to settle and compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Borrower to Lender and Lender, after deducting therefrom all its expenses including attorney's fees and costs, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Lender shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instrument securing the Note. Any balance of such monies then remaining shall be paid to Borrower. Borrower agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as Lender may require.

5. Care Of Mortgaged Property. Borrower shall not remove or demolish any building or other property forming a part of the Mortgaged Property without the written consent of Lender. Borrower shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon in good condition and repair. Borrower shall notify Lender in writing with five (5) days of any damage or impairment of the Mortgaged Property. Borrower shall make any changes to the Mortgaged Property required to bring it into compliance with any governmental regulations including, but not limited to the Americans with Disabilities Act. Lender may, at Lender's discretion, have the Mortgaged Property inspected at any time. Borrower will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Mortgaged Property or transport from the Mortgaged Property any Hazardous Substance (as defined in any law, rule or regulation addressing same) or allow any other person or entity to do so. Borrower shall protect, indemnify and hold harmless Lender from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a Hazardous Substance on, under or about the Mortgaged Property including without limitation (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Mortgaged Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the extinguishment of the lien of this Mortgage by foreclosure or action in lieu thereof.

6. Lender's Right To Make Certain Payments. In the event Borrower fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances, or fails to keep the

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Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Lender may at its option pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances or any part thereof, may procure and pay for such insurance or may make and pay for such repairs. Lender shall have no obligation on its part to determine the validity or necessity of any payment thereof and any such payment shall not waive or affect any option, lien equity or right of Lender under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Lender to advance or expend monies for any of the purposes mentioned in this paragraph.

7. Payment Of Expenses. Borrower shall pay all the costs, charges and expenses, including reasonable attorney's fees, disbursements and cost of abstracts of title, incurred or paid at any time by Lender due to the failure on the part of Borrower promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending. The full amount of each and any such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Note.

8. After Acquired Property. The lien of this Mortgage will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Mortgaged Property.

9. Additional Documents. At all times this Mortgage is in effect, upon Lender's request, Borrower shall make, execute and deliver or cause to be made, executed and delivered to Lender and, where appropriate, shall cause to be recorded or filed and thereafter to be re-recorded or refiled at such time and in such places as shall be deemed desirable by Lender any and all such further mortgages, instruments of further assurance, certificates and other documents as Lender may consider necessary or desirable in order to effectuate and preserve the obligations of Borrower under the Note and this Mortgage and all other instruments securing the Note, and the lien of this Mortgage as a first and prior lien upon all the Mortgaged Property. Upon any failure by Borrower to do so, Lender may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents for and in the name of Borrower. Borrower hereby irrevocably appoints Lender agent and attorney-in-fact of Borrower to do all things necessary to effectuate or assure compliance with this paragraph.

10. Events Of Default. Any one of the following shall constitute an event of default:

a. Failure by Borrower to pay as and when due and payable, any installments of principal or interest due under the Note, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Borrower hereunder or under any other instrument securing the Note.

b. Failure by Borrower to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, any other instrument securing the Note or any other instrument collateral to the Note or executed in connection with

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the sums secured hereby for a period of five (5) days after Lender gives written notice specifying the breach.

c. If either Borrower or any guarantor or endorser of the Note: (i) files a voluntary petition in bankruptcy, (ii) is adjudicated a bankrupt or insolvent; (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors; (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof; (v) makes any general assignment for the benefit of creditors; (vi) makes any admission in writing of its inability to pay its debts generally as they become due; (vii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Borrower or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of thirty (30) days, whether or not consecutive from the date of entry thereof; or (viii) any trustee, receiver or liquidator of Borrower or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Lender, which appointment shall remain unvacated and unstayed for an aggregate of thirty (30) days whether or not consecutive.

d. Any breach of any warranty or material untruth of any representation of Borrower contained in the Note, this Mortgage or any other instrument securing the Note.

e. The adoption of any ordinance or regulation which modifies the existing zoning classification of the Mortgaged Property or which diminishes the existing permissible density of the Mortgaged Property.

f. Any default under any other mortgage which now or hereafter encumbers the Mortgaged Property.

g. Any default by Borrower under any other loan, and the documents evidencing same, made by Lender to Borrower.

11. Acceleration. If an event of default shall have occurred, Lender may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately. Upon such declaration such principal and interest and other sums shall immediately be due and payable without demand or notice.

12. Remedies After Default. Upon an event of default, Lender may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the performance of any term hereof or any other rights; (b) foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) collect, allocate and use without court direction, all rents, issues, profits, revenue, income and other benefits from the Mortgaged Property without the necessity of appointing a receiver to do so; (d) appoint, without notice to Borrower, a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenue, income, and other benefits thereof and apply the same as a court may direct and such receiver shall have all rights and powers permitted under law, and Borrower does

BK 1425 PG 1031

hereby consent to such appointment; and (e) pursue any other remedy available to it including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Borrower. Lender shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both, as Lender may determine.

13. No Waiver. No delay or omission of Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

14. Non-Exclusive Remedies. No right, power or remedy conferred upon or reserved to Lender by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note, or now or hereafter existing at law, in equity or by statute.

15. Successors And Assigns Bound. Whenever one of parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Borrower or Lender, shall bind and inure to the benefit of their respective heirs, successors and assigns, whether or not so expressed.

16. Miscellaneous. In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

17. Attorney's Fees. The term "attorney's fees" as used in this Mortgage includes any and all legal fees of whatever nature including, but not limited to, paralegals' fees, legal assistants' fees and all fees resulting from any appeal of an interlocutory order or final judgment or any other appellate proceeding arising out of any litigation.

18. Future Advances. This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Lender, or otherwise, as are made within fifteen (15) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed twice the face amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate, as hereinafter defined.

19. Satisfaction Of Mortgage. Borrower shall pay the cost of releasing or satisfying this Mortgage of record.

20. No Transfer. It is understood and agreed by Borrower that as part of the inducement to Lender to make the loan evidenced by the Note, Lender has considered and relied on the credit worthiness and reliability of Borrower. Borrower covenants and agrees not to sell, convey, transfer, or further encumber any interest in all or any part of the Mortgaged Property without the prior written consent of Lender, and any such sale, conveyance, transfer or encumbrance made without Lender's prior written consent shall be void and shall immediately without any curative period allow Lender to accelerate in accordance with Paragraph 11 hereof.

BM 1435 PG 1032

If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Borrower and an event of default hereunder.

21. Default Rate. The Default Rate shall be eighteen percent (18%) per annum, or such downward adjustment thereof as shall be required to avoid such interest rate being usurious.

22. Financial Statements of Borrower. Without demand by Lender, Borrower agrees to provide Lender with quarterly financial statements at least of profit and loss regarding the results of the operation of the Mortgaged Property, said financial statements to be supplied no later than thirty (30) days following the end of a quarterly period. Such financial statements shall either be prepared by an accountant or by Borrower, but if prepared by Borrower, Borrower shall certify the accuracy and completeness thereof.

In Witness Whereof, the undersigned has executed this agreement effective May 16, 1994.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$ 786,800 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THE MORTGAGE.

Witnesses:

[Signature]
Print Name Sam D. Norton
[Signature]
Print Name Jefferson F. Biddell

Borrower:

[Signature]
Edward H. Balian

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12 day of May, 1994, by Edward H. Balian, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public
Print Name Sam D. Norton
My Commission Expires:



BK 1435 PG 1033

E X H I B I T "A"
(Legal Description)

PARCEL A

Commence at the S.W. corner of the S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4 of Sec. 23, Twp. 35 S., Rge. 17 E.; thence N 88°44'01" E, along the South line of said N.E. 1/4 of the N.W. 1/4, 31.62 ft. to the intersection with the Southerly extension of the East r/w of State Road No. 45 (U.S. Hwy 41); thence N 01°16'02" W, along Southerly extension, 24.50 ft. for a P.O.B., said point being on the East r/w of said State Road No. 45 (U.S. Hwy. 41); thence continue N 01°16'02" W, along said East r/w, 308.84 ft. to the intersection with the North line of the South 1/2 of said S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4; thence N 88°43'47" E, along said North line of the South 1/2, 471.11 ft. to the intersection with the Westerly r/w of 63rd Avenue West (New Saunders Road), as described and recorded in Official Records Book 879, pages 678 and 679, Public Records of Manatee County, Florida; thence S 30°02'03" E, along said Westerly r/w, 255.18 ft. to the P.C. of a curve, concave to the Northwest, having a radius of 60.00 ft.; thence Southerly and Westerly, along said r/w and the arc of said curve, through a central angle of 117°59'42", 123.56 ft. to the P.T. of said curve, said point also being on the Northerly maintained r/w of 63rd Avenue West (Saunders Road existing); thence S 87°57'39" W, along said Northerly maintained r/w, 533.17 ft. to the intersection with the Easterly r/w of State Road No. 45 (U.S. Hwy. 41); thence N 40°51'56" W, along said Easterly r/w, 14.12 ft. to the P.O.B., being and lying in the South 1/2 of the S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4 of Sec. 23, Twp. 35 S., Rge. 17 E., Manatee County, Florida,

EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:

From the S.W. corner of the S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4 of Section 23, Township 35 South, Range 17 East, run N 88°44'01" E, along the South line of said N.E. 1/4 of the N.W. 1/4, a distance of 31.62 feet to the Southerly extension of the East right of way line of State Road No. 45 (U.S. 41); thence N 01°16'02" W, along said Southerly extension, a distance of 13.50 feet; thence N 87°57'39" E, along the Northerly right of way line of 63rd Avenue West, a distance of 288.38 feet to the P.O.B.; thence N 01°16'02" W, a distance of 156.00 feet; thence N 87°57'39" E, a distance of 195.00 feet; thence N 59°57'57" E, a distance of 65.00 feet to the intersection of the Westerly right of way line of 63rd Avenue West (New Saunders Road), as described and recorded in Official Records Book 879, pages 678 and 679 of the Public Records of Manatee County, Florida; thence S 30°02'03" E, along said right of way line, a distance of 111.36 feet to the P.C. of a curve to the right, having a radius of 60.00 feet and a central angle of 117°59'42"; thence Southwesterly, along the arc of said curve, a distance of 123.56 feet to the P.T. of said curve and the North right of way line of 63rd Avenue West; thence S 87°57'39" W, along said right of way line, a distance of 253.79 feet to the P.O.B. Lying and being in Section 23, Township 35 South, Range 17 East, Manatee County, Florida.

PARCEL B

Commence at the S.E. corner of the S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4 of Sec. 23, Twp. 35 S., Rge. 17 E.; thence N 01°33'03" W, along the East line of said S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4, 220.31 ft. to the intersection with the Northeasterly r/w of 63rd Avenue West (New Saunders Road), as described and recorded in Official Records Book 879, pages 678 and 679, Public Records of Manatee County, Florida, for a P.O.B.; thence continue N 01°33'03" W, along said East line, 113.08 ft. to the N.E. corner of the South 1/2 of said S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4; thence S 88°43'47" W, along the North line of said South 1/2, 61.52 ft. to the intersection with the Northeasterly r/w of said 63rd Avenue West (New Saunders Road); thence S 30°02'03" E, along said Northeasterly r/w, 129.00 feet to the P.O.B.; being and lying in the South 1/2 of the S.W. 1/4 of the N.E. 1/4 of the N.W. 1/4 of Sec. 23, Twp. 35 S., Rge. 17 E., Manatee County, Florida.

BK 1435 PG 1074
R. B. SHINE CLERK OF CIRCUIT COURT MANATEE COUNTY FL
FILED AND RECORDED 05/18/1994 12:32PM RECORD VERIFIED



6243

ROYAL SPA

OPEN

PARKING
BACK →
ENTRANCE

SPA

24 HR.
SURVEILLANCE

NOTICE

PA

02/08/2017 13:36

CE2016120336 MD

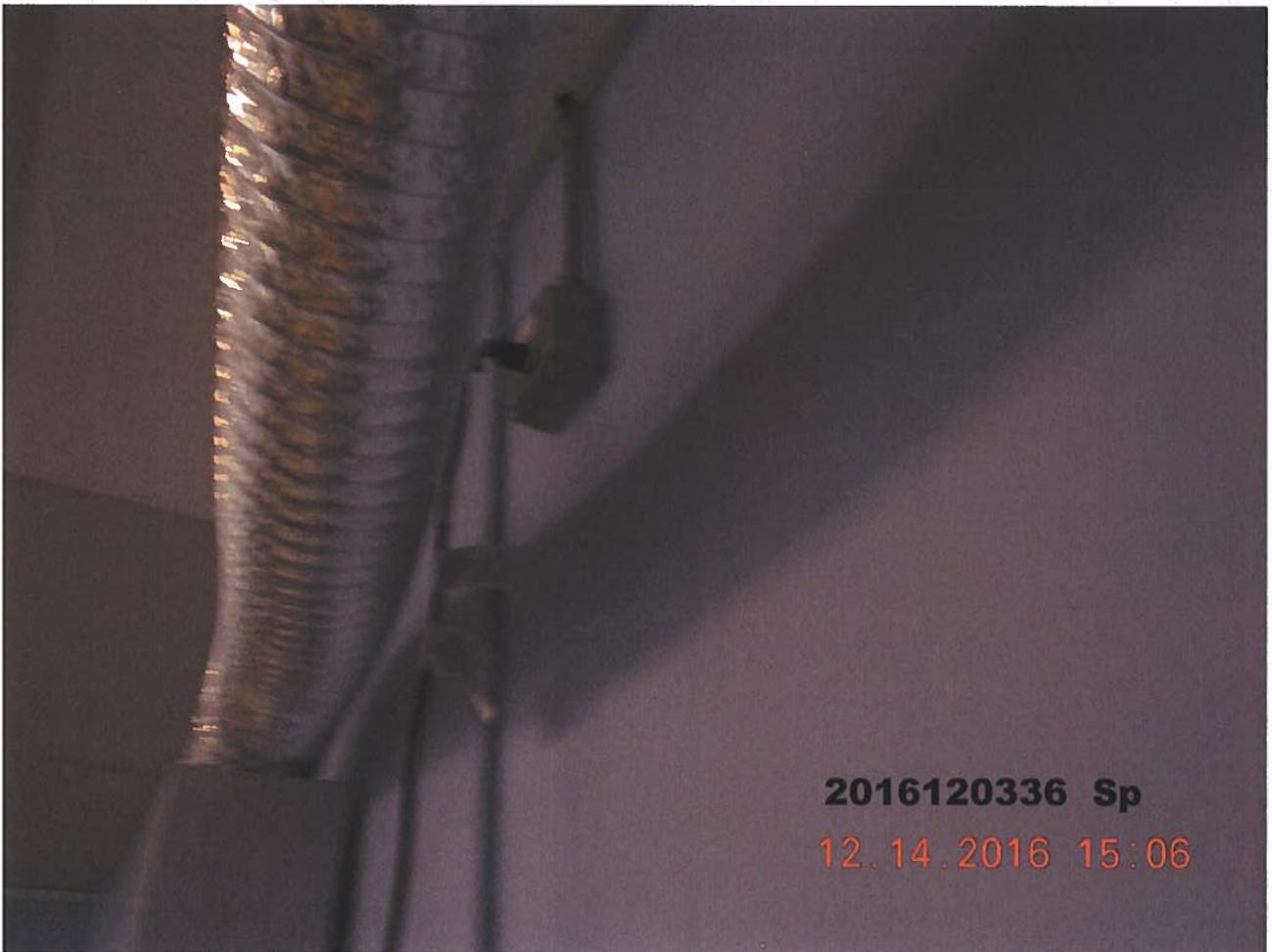






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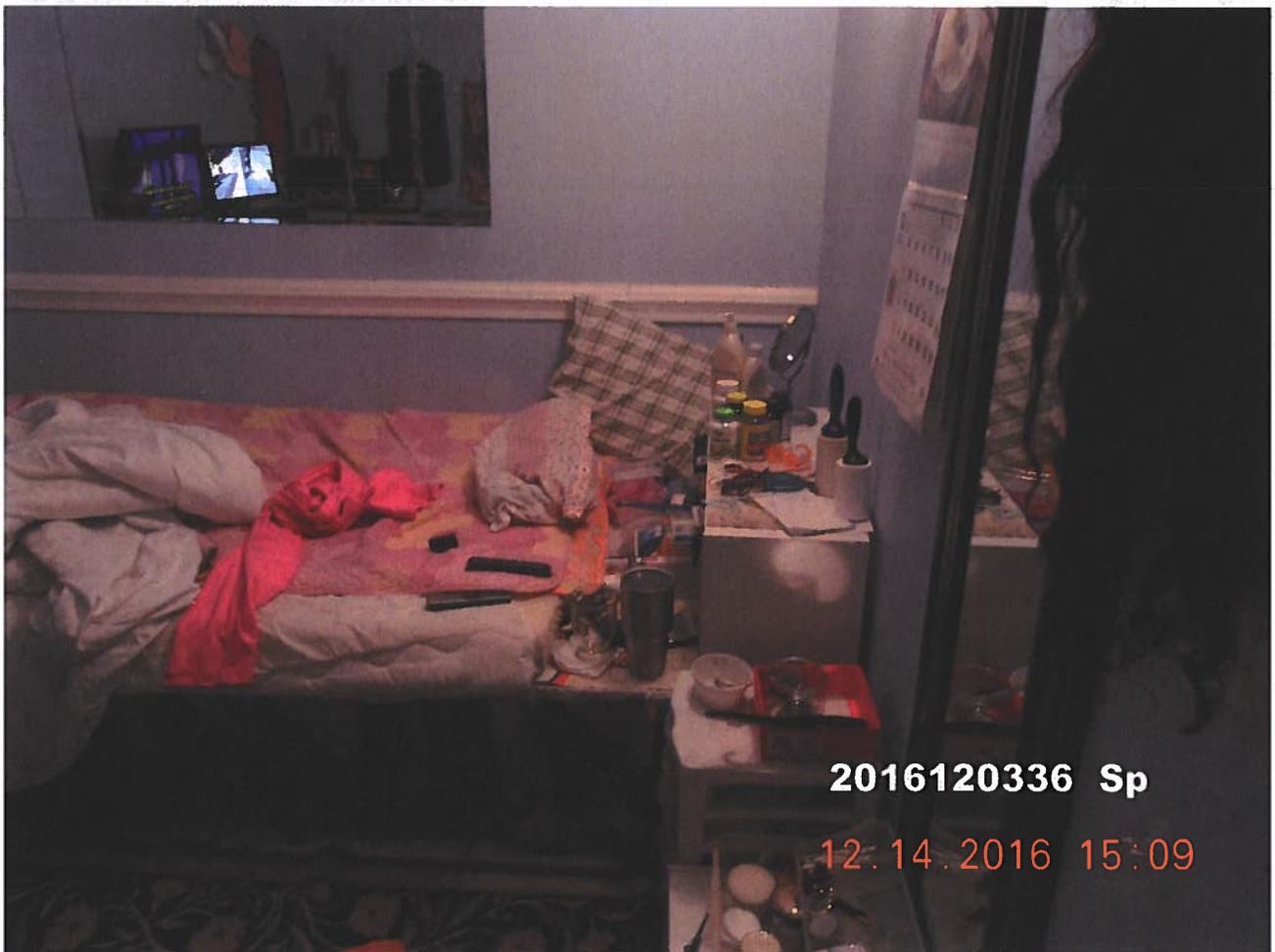
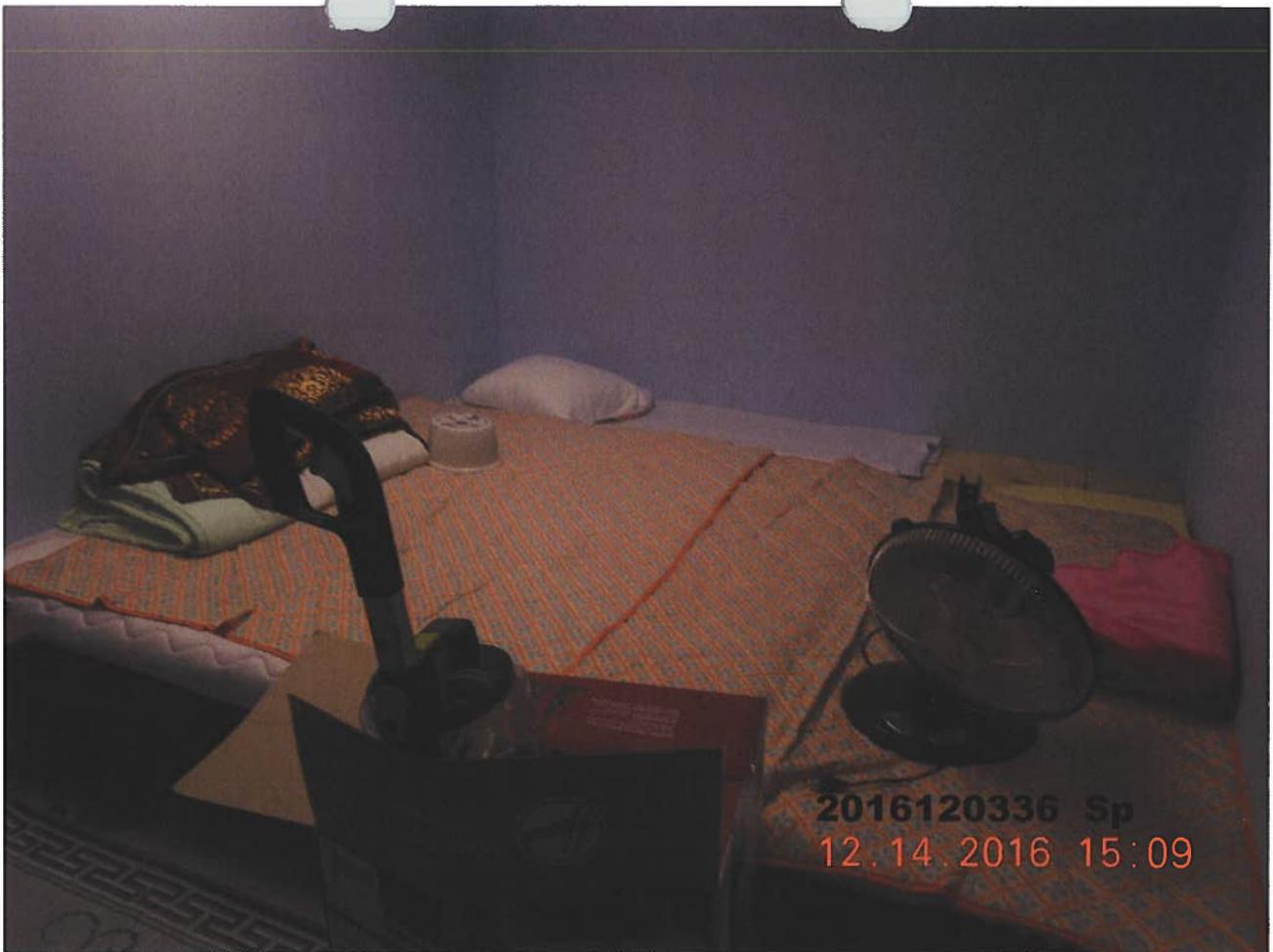
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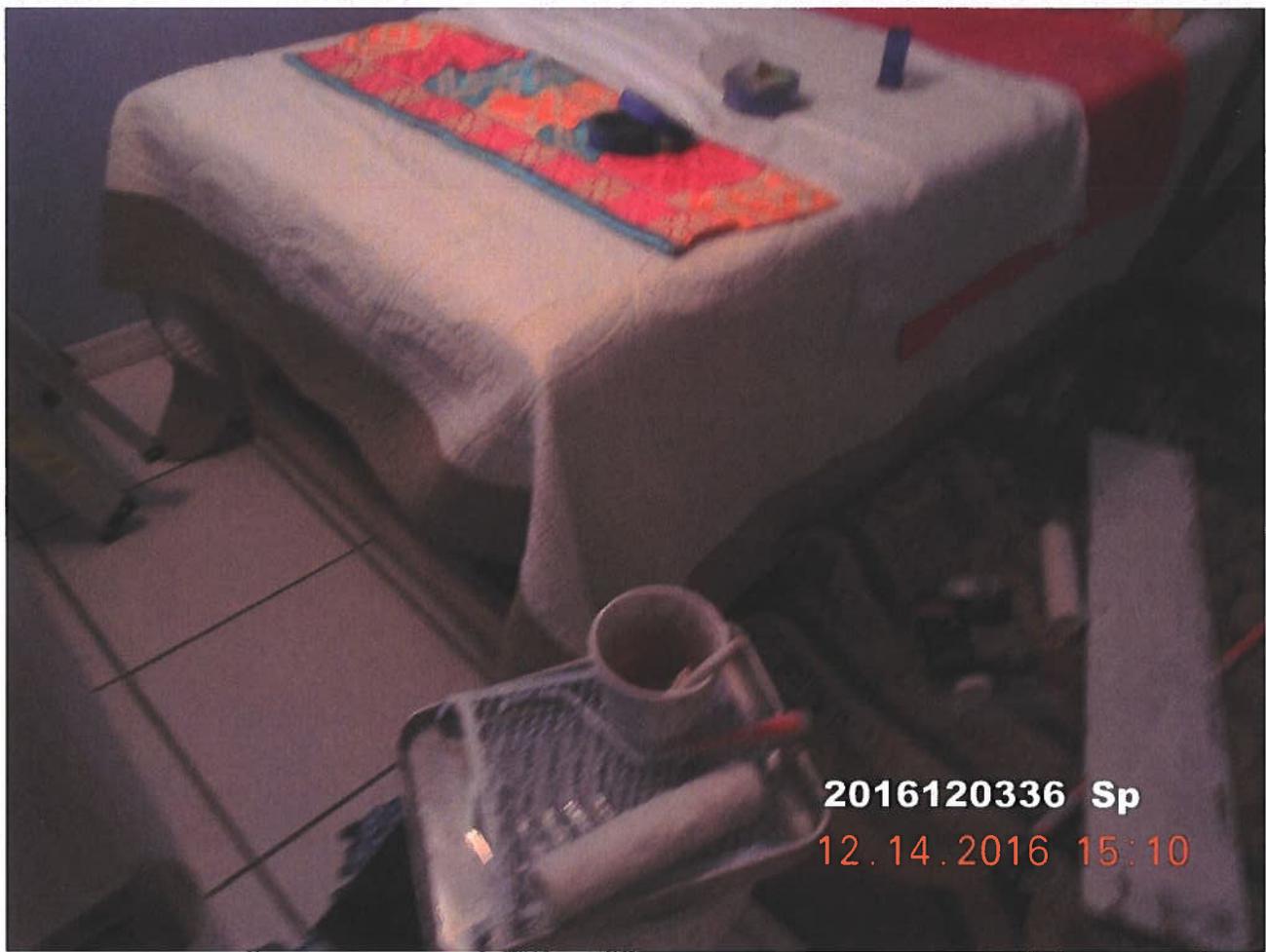


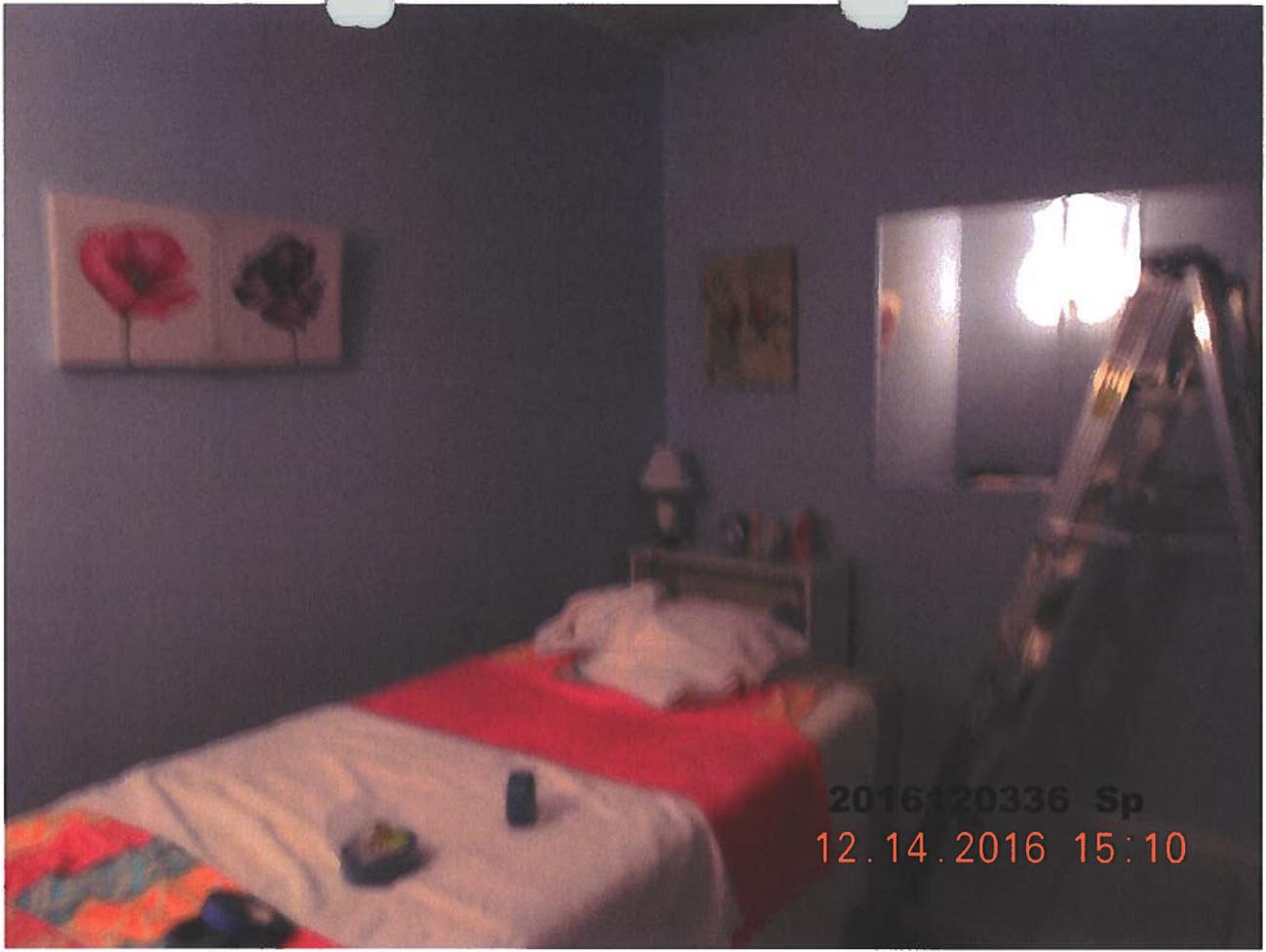
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Manatee County Code Enforcement Division
1112 Manatee Avenue West
Bradenton, FL 34205
941-748-2071

Notice of Violation Case # **2016120336**

Date Issued: 12/15/16 Time Issued: 1053 AM PM
 Violators Name: SU CHA RITTE Owner Tenant
 Phone #: _____
 Location of Violation: 6243 14TH St W PID#: 6471600004
 City: Bradenton Repeat Violation: Yes No

Description of Violation:	
LDC = Land Development Code CCO = County Code of Ordinances	
<input type="checkbox"/> Fence (Height and Location) LDC, Section 511.6(b)	<input type="checkbox"/> Trash & Debris CCO, Section 2-9-105(c)
<input type="checkbox"/> Fence (Maintenance) CCO, Section 2-9-107(a)	<input type="checkbox"/> Trash & Debris (Lot Clearing) CCO, Section 2-9-109(e)
<input type="checkbox"/> Inoperable/Improperly Stored Vehicle CCO, Section 2-9-108(c)	<input type="checkbox"/> Restricted Vehicle CCO, Section 2-9-108(b)
<input type="checkbox"/> Commercial Vehicle CCO, Section 2-9-108(a)	<input type="checkbox"/> Outdoor Storage (Residential) CCO, Section 2-9-105(f)
<input type="checkbox"/> Pool Maintenance CCO, Section 2-9-107(c) (1) & (2)	<input checked="" type="checkbox"/> Building Permit Required LDC, Section 310.3
<input type="checkbox"/> Pool Enclosure CCO, Section 2-9-107(d)	<input type="checkbox"/> Certificate of Occupancy Required LDC, Section 310.4
<input type="checkbox"/> Parking Over/On a Sidewalk CCO, Section 2-9-108(d)	<input type="checkbox"/> Certificate of Completion Required LDC, Section 310.5
<input type="checkbox"/> Portable Storage Units CCO, Section 2-9-107(e)	<input type="checkbox"/> Sign Permit Required LDC, Section 603
<input type="checkbox"/> Vending/Soliciting/Peddling from ROW LDC, Section 531.55(c)	<input type="checkbox"/> Overgrowth CCO, Section 2-9-109(e)
<input type="checkbox"/> Structural Standards CCO, Section 2-9-106(b)	<input type="checkbox"/> Fertilizer Certification CCO, Section 2-14-70(a)
<input type="checkbox"/> Structural Standards (Vacant Property) CCO, Section 2-9-106(c)	<input type="checkbox"/> Landscape Certification CCO, Section 2-14-70(b)
<input type="checkbox"/> Address Numbers CCO, Section 2-9-106(e)	<input type="checkbox"/> Dumping into Storm Water System CCO, Section 2-31-195
<input type="checkbox"/> Water Restrictions CCO, Section 2-31-75	<input type="checkbox"/> Vacant Property Registration CCO, Section 2-9-35
<input type="checkbox"/> Zoning/Land Use LDC, Section 401.2 Table 4 - _____	<input type="checkbox"/> Stop Work Order LDC, Section 106.4(b)
<input type="checkbox"/> Other Violation:	<input type="checkbox"/> Agricultural Animals (Residential) LDC, Section 531.1
	<input type="checkbox"/> Chickens (Residential) CCO, Section 2-4-28
	<input type="checkbox"/> Whitfield Residential Overlay District LDC, Section 403.13

Violation Details: new walls, kitchen area, shower room, living quarters in commercial zoning, and new electrical without permits.

Corrective Action Required:
 all renovations require building permits

Correct on or before the 9th Day of Jan, 2017

Officer's Signature: [Signature] (Printed): Mike Dunois
 Officer's Phone #: (941) 705-3242

IF THE VIOLATION(S) IS/ARE NOT CORRECTED, THE CODE ENFORCEMENT DIVISION/OFFICER MAY INSTITUTE FURTHER ACTION BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE OR MAY ISSUE A CITATION. IF YOU WISH TO DISCUSS THIS NOTICE OR SCHEDULE A RE-INSPECTION OF THE LOCATION, PLEASE CALL THE CODE ENFORCEMENT OFFICER AND LEAVE YOUR NAME, CASE NUMBER AND A PHONE NUMBER WHERE YOU CAN BE REACHED.

Received by (Signature): [Signature] Owner Tenant Manager
 Print Name: Su Cha Ritter Date: _____ Revised: 5/04/2016

Office Use Only: Posted Date _____ Time _____ (if different than above)
 Send Cert. Mail to: Owner Agent Vehicle Owner

91 7199 9991 7031 5571 2292 Mailed Cert.
 12/21/16 KE

**CODE ENFORCEMENT SPECIAL MAGISTRATE
MANATEE COUNTY, FLORIDA**

MANATEE COUNTY, FLORIDA,
Complainant,

vs.

CASE NO. CE2016120336

EDWARD H. BALIAN,
Respondent.

COMPLIANCE ORDER

THIS CAUSE came on for hearing before the Code Enforcement Special Magistrate of Manatee County, Florida, on February 22, 2017, after due notice to Respondent, and the Special Magistrate having heard testimony under oath, received evidence and heard argument, thereupon issues this Compliance Order as follows:

FINDINGS OF FACT

1. Respondent(s), Edward H. Ballan, whose mailing address is PO Box 3403, Sarasota, FL 34230-3403, is/are the owner(s) or person(s) in charge of the property located at 6243 14th Street West, Bradenton, and identified in the Manatee County Property Appraiser's records as: PIN 6471600004.
2. Respondent(s) was/were properly served with a Notice of Violation in accordance with Section 162.12, Florida Statutes, and Section 2-2-25 of the Manatee County Code. Respondent [] was/were ~~X~~ was/were not] present at the hearing.
3. The violation of new walls, kitchen area, shower room, living quarters in commercial zoning and new electrical done without a permit.
4. The Notice of Violation states that the violation must be corrected on or before January 9, 2017.
5. As of February 22, 2017, the condition described in paragraph 3 herein remained uncorrected.

CONCLUSIONS OF LAW

1. Respondent by reason of the foregoing, is in violation of Section 310.3 Building Permit Required of the Manatee County Land Development Code, in that Respondent has installed new walls, kitchen area, shower room, living quarters in commercial zoning and new electrical without the required building permits and has failed to remedy the aforesaid violation.
2. Respondent is subject to the provisions of Chapter 162, Part 1, Florida Statutes, and Chapter 2-9 of the Manatee County Code of Ordinances.

ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, and pursuant to the authority granted in Chapter 162, Florida Statutes, and the Manatee County Code of Ordinances, it is hereby ORDERED:

1. THAT Respondent correct the aforesaid violation by obtaining the necessary building permits required by March 17, 2017.
2. THAT in the event that the aforesaid violation is not corrected on or before March 17, 2017, a fine of \$75.00 shall be imposed against the Respondent for each day the violation has continued past the compliance date ordered. This fine shall continue to accrue until Respondent comes into

compliance with this Order.

- 3. If the required corrective action is not taken as ordered on or before **March 17, 2017**, a certified copy of this Order shall be recorded in the public records of Manatee County, Florida, and shall thereafter constitute a lien against the above-described property and upon any other real or personal property owned by Respondent pursuant to Section 162.09, Florida Statutes, and Section 2-9-8 of the Manatee County Code of Ordinances.
- 4. That this Order is self-executing upon an Affidavit of Non-compliance being filed with the Clerk of the Circuit Court of Manatee County.

DONE AND ORDERED this 22nd day of February, 2017.

[Signature]
Manatee County Code Enforcement
Special Magistrate



ATTEST: Angelina Colonnese, Clerk of the Circuit Court
Manatee County

By: *[Signature]*
Deputy Clerk

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Compliance Order has been furnished to Respondent Edward H. Balian at PO Box 3403, Sarasota, FL 34230-3403, by US Mail and to the Manatee County Code Enforcement Division, this 22 day of February, 2017.

Angelina Colonnese, Clerk of the Circuit Court
Manatee County

By: *[Signature]*
Deputy Clerk

Attention: It is your responsibility to notify Code Enforcement at 941-748-2071 to verify that the violation has been brought into compliance and that any fines/liens have been satisfied.

STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a
true and correct copy of the document on file in my office.

- No objections
- Noted pursuant to law
- Paid Unassess
- Page of
- Net/UA
- Letter of Administration to be
filed force and effect.

Witness my hand and official seal dated 3/23/17
MANATEE COUNTY CLERK OF COURT
By: *[Signature]*
Deputy Clerk



**CODE ENFORCEMENT SPECIAL MAGISTRATE
MANATEE COUNTY, FLORIDA**

MANATEE COUNTY, FLORIDA,
Complainant,

CASE NO: CE2016120336

vs.

Edward H. Balian,
Respondent

ORDER OF REFERRAL TO THE BOARD OF COUNTY COMMISSIONERS

THIS CAUSE came on for hearing before the Code Enforcement Special Magistrate of Manatee County, Florida, on July 22, 2020, after due notice to Respondent, and the Special Magistrate having heard testimony under oath, received evidence and heard argument, thereupon issues this Order of Referral Order as follows:

1. The Compliance Order issued on February 22, 2017 found that the original owner Edward H. Balian, was the owner or person in charge of the property located at 6243 14th St W., Bradenton, FL and identified in the Manatee County Property Appraiser's records as: PID#6471600004, and that the property was in violation of Sections 310.3 of the Manatee County Land Development Code, in that Respondent installed new walls, kitchen area, shower room, living quarters in commercial zoning and new electrical without the required building permits.
2. The Compliance Order imposed a daily fine of \$75.00 for each day each violation continued to exist past the compliance date ordered.
3. As of the date of the hearing, fines imposed against Respondent totaled \$78,703.50 which includes \$28.50 recording fees. A certified copy of the Order Imposing Fine/Lien issued on February 22, 2017 was recorded in the Public Records of Manatee County Book 2665 Page 7090 dated March 23, 2017, and thereafter constituted a lien against the above-described property and upon any other real or personal property owned by Respondent pursuant to Section 162.09, Florida Statutes, and Section 2-7-27 of the Manatee County Code of Ordinances.
4. The corrective action ordered in the Compliance Order has been completed and the property is now in compliance with Manatee County Land Development Code.
5. Justification exists to refer this case to the Manatee County Board of County Commissioners with a recommendation to reduce the outstanding fines to \$1,000.00 plus \$28.50 in recording fees.

DONE AND ORDERED this 22nd day of July, 2020

By:


Ben Vitale
Special Magistrate
Manatee County Code Enforcement

**CODE ENFORCEMENT SPECIAL MAGISTRATE
MANATEE COUNTY, FLORIDA**

CASE NO: CE2016120336

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order of Referral Order has been filed for the record on July 22, 2020 and has been furnished to the Respondent,

- Personally, on this 22nd day of July, 2020.
 By US Mail on this 22nd day of July, 2020.

By:



Moira Horgan
Administrative Specialist
Manatee County Code Enforcement
5030 US Hwy 301 N
Ellenton, FL 34222