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 of the violations on the subject property. Please complete the form in its entirety. Incomplete applications will not be accepted.

August 1, 2019
Case #CE2005120339 Manatee County - vs - (Respondent) JEFFREY Guy

Property Information

Parcel Identification Number: 3897200006		
Lot:	Block:	Subdivision:
Address: 1208 Casabella Dr.		
City: Bradenton		Zip Code: 34209

Property Owner Information

Current property owner: JEFFREY L. Guy		
Address: 1208 casabella dr.		
City: Bradenton	State: FL	Zip: 34209
Phone #: 941 915 6977	Email address: jguy1@tampabay.rr.com	
Representative/Agent:		
Address:		
City:	State:	Zip:
Phone #:	Email address:	

Lien Information

Total Lien: $361,240.00 **Amount of lien: $361200.00** **Recording Fees: $40.00**	**Amount of offer:** $500 **plus $40.00 recording fee**
Recorded Lien Information: Book 2143 Page 1835 Book 2143 Page 1856	**Number of days the property was in Violation:** Section 512 = 1791 days Section 513 = 1818 days
Date of Compliance: Section 512 = June 17, 2011 Section 513 = July 14, 2011	How much money was spent to abate the Violation:

Case #: CE2005120339

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); - PERMIT #1104143
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; $2000
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; - Live on Social Security and am RAISING a 7 yr old GRANDSON.
   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; - would like to homestead.
   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)

X 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

8/12/19
Date

JEFFREY L. GUY
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

August 14th, 2019

To whom it may concern,

Some background on myself:

In 1996 or 1997 I did get a building permit to make room for three more kids as I was marrying a teacher here in town. It was to help her with her twin boys (9) and daughter (11). I already had 3 boys (5 and twins 7) and daughter (10yrs). I started work on the house. With running a business and the new kids, things were hectic. I called to see about an inspection and found out it would be 6-8 weeks. I said ok, held off and not knowing what to do I continued to work. As I continued to work on the house I did some stuff that was not on the permit.

Time went on and so did life and things got away from me a little. During this time I was also working at staying sober as I was a recovering alcoholic as was my new wife. She was seven years sober and I was one year sober.

Now we are up to the year 2000 or 2001. During this time things were strained as my wife decided to revert back to alcohol and I was left to raise 5 children. I was then called to a meeting about permitting. I was told to get a new permit. Getting a new permit was much more difficult due to all the new rules. I did try in my spare time, which wasn't much. I ran a full time business during the day and the only time I could get to the permitting office I had to close my pet store. The animals depended on me for food and care. I let things get away from me because I was overwhelmed and lost in the paperwork for the new permitting process.

Then, in 2011 everything came together with an engineering company and help from my daughter. Things continued and I have since closed my full time business of 32 years and need to help raise my grandson. After having a heart attack and three heart surgeries in 2018 and 2019. I have had my 7 year old grandson placed in my custody by the court system.

Now I am asking, no pleading with you to fore go any financial burden that a fine would put on me (I am living on social security) and my young grandson that depends on his Pa.

Thank You,
Jeff Guy

RESIDENTIAL

MANATEE COUNTY PERMIT APPLIC. D
ADDENDUM

RESIDENTIAL

New ___
Add
Renov X

BUILDING DEPARTMENT
1112 MANATEE AVENUE WEST, 2ND FLOOR, P.O. BOX 1000 BRADENTON, FL 34206-1000
PHONE: (941) 749-3078 • FAX: (941) 742-5887

PLEASE COMPLETE WHEN APPLYING FOR A PERMIT

PROJECT NAME: JEFFREY L. GUY

PROJECT ADDRESS: 1208 CASTADELLA DR.

CIRCLE AS APPLICABLE:

Group R1 & R2 - Multi-Tenant:	Hotels	Motels	Boarding Houses	Apartments Houses
	Convents	Monasteries	Fraternities	Sororities
Group R3 - 1 & 2 Family Dwellings:	Single Family	Duplex	Child Care Facility/5 or less children	
Group R3 - Townhouses:	Single-Family			

SUBMITTED FOR REVIEW:

☐ Legal/Boundary Line Survey ☐ Plot Plan ☐ Site Plan

☐ Notarized True Copy of Survey ☐ Other ___

NUMBER OF COMPLETE SETS OF PLANS SUBMITTED: ___

DO YOU OWN A LOT CONTIGUOUS TO THE PERMIT LOT? ☐ Yes ☒ No

If "YES", please identify location and current use: ___

DOES ZONING INCLUDE A ZERO-LOT-LINE CONDITION: ☐ Yes ☒ No

LIST ALL OTHER STRUCTURES/BUILDINGS ON PROPERTY SITE AND CURRENT USE: HOUSE

ARE ALL STRUCTURES/BUILDINGS SHOWN ON THE SURVEY AND/OR SITE PLAN? ☐ Yes ☐ No

WILL NEW STRUCTURE/S ABUT OR BE JOINED TO ANY EXISTING STRUCTURES/BUILDINGS? ☐ Yes ☐ No

If "YES", please identify construction of existing structures/buildings: Remodeling - new windows put wall up to inclose carport, cement slab

IDENTIFY CONSTRUCTION TYPE OF PROPOSED STRUCTURE: —

TOTAL OCCUPANT CAPACITY (R1 & R2 ONLY): —

STRUCTURE - TOTAL SQUARE FOOTAGE ___ LOT SIZE - SQUARE FOOTAGE ___

NUMBER OF BEDROOMS 3-4 NUMBER OF BATHROOMS 1

TOTAL NUMBER OF STORIES OR FLOOR LEVELS 1

BACKFLOW PREVENTION DEVICE FOR IRRIGATION: ☐ Yes ☒ No

CIRCLE AS APPLICABLE: Central Sewer or Septic System
County Water or Well Water

APPLICATION APPROVED BY ___ Date: ___
Permit Officer

(PLEASE CONFIRM YOUR PLANS SUBMITTALS WITH THE CHECKLIST ON THE OTHER SIDE OF THIS APPLICATION)

MANATEE COUNTY PERMIT APPLICATION

Building/Construction Activities

1112 Manatee Avenue West, 2nd Floor, P.O. Box 1000, Bradenton, FL 34206-1000
PHONE: (941) 749-3078 - FAX: (941) 740-7613

PLEASE COMPLETE WHEN APPLYING FOR A PERMIT

1. PROJECT INFORMATION

Cost of Job $ 5000.00 Total Square Footage of Scope of Work to be Performed 168

Description of all work to be performed: [illegible]

2. PROPERTY OWNER INFORMATION

Tax Receipt/Parcel ID No.: 38972.0000-6 Section: 31 Township: 34S Range: 17E

Subdivision/Mobile Home Park _____

Block No.: 21 Lot No.: 10 Unit/Phase/Section: _____

(Please Attach Copy of Legal Description for Metes and Bounds or Long Legal)

Project Address: House/Bldg No. 1208 Street Rosarella Dr City Bradenton State FL

Owner's Name: Jeffrey L. Guy Phone No. 792-2145

Owner's Address if Different than Above: (House/Bldg. No.) Same Street Name: _____

City: _____ State: _____ Zip: _____

Is property located in Flood Zone? ☐ Yes ☒ No ☐ Unknown If "Yes", which zone: _____

Elevation of lowest existing habitable floor level: _____

Bldg. hgt. above base flood elev. (flood zone only) ____ Bldg. hgt. above final grade (non-flood zone): _____

Are any demolition permits associated with this parcel: ☐ Yes ☒ No If "Yes", provide permit number: _____

3. CONTRACTOR INFORMATION

Florida State Certification or Manatee County Competency No.: _____

License Qualifier's name: OWNER Phone No. _____

License Qualifier's address: (House/bldg no.): _____ Street name: _____

City: _____ State: _____ Zip _____

Company/DBA name: _____

Type of Work Included in this Permit: X Building ___ Electrical ___ Gas ___ Mechanical ___ Plumbing

Subcontractor Verification Form Submitted: ☐ Yes ☐ No ☐ N/A

Current General Liability and Worker's Compensation/Insurance on File ☐ Yes ☐ No

If "No", Provide Certificate of General Liability and Worker's Compensation: _____

4. NOTICE OF COMMENCEMENT INFORMATION

If cost of job exceeds $2,500.00, has a Notice of Commencement been recorded with the Manatee County Clerk of th Circuit Court? ___ Yes ___ No

I understand that a certified copy of the recorded Notice of Commencement, or a notarized statement attesting that the Notice of Commencement has been recorded, must be posted on the jobsite prior to the first inspection

_____
Initial and Date

(Please Complete Other Side)

Permit Issue Status

The permit will only be issued when the required fees are paid, all plan stops have been approved and the necessary documentation has been submitted and accepted. To verify all plan stops have been approved select the button labeled "Plan Check" on the left navigation bar.

Permit Information

Permit Number	11041143
Permit Status Code	Closed
Permit Owner	Guy, Jeffrey L
Permit Address	1208 Casabella Dr

No current holds found.

Current Holds

Hold Reason and Contact Information	Event	Operator	Date
No current holds found			

4 released holds found, displaying all released holds.

Released Holds

Reason	Released By	Event
Do Not Issue Till Zns Fees Are Paid	Miabarr	Permit
Need Elec/Mechanical Sub Forms	Miabarr	Permit
Need Homeowners Affidavit	Debbiepo	Permit
Must Pay Zns/Forney Fees From Voided	Cblake	

4 permit fees found, displaying all permit fees.

Permit Fees

Fee ID	Fee Description	Fee Total	Paid To Date	Permit Balance Due	Certificate Balance Due
ALT RESD	ADDITION/ALTERATION RESIDENTIA	$426.75	$426.75	$0.00	$0.00
CC	CERT. OF COMPLETION	$75.00	$75.00	$0.00	$0.00
FBCSC10	FL BLDG CODE SURCHARGE 2010	$12.80	$12.80	$0.00	$0.00
ZNSENGINSP	ZOLLER ENGINEER INSP	$537.10	$537.10	$0.00	$0.00
Totals:		**$1,051.65**	**$1,051.65**	**$0.00**	**$0.00**

INSPECTIONS

The appropriate certificate will only be issued when all fees are paid, the appropriate inspections completed, and the required documentation has been submitted and approved. To verify certification status select the button labeled "Certification" on the left navigation bar. If you have any questions you may utilize the Selectron system by dialing (941) 749-3047.

Permit Information

Permit Number	11041143
Permit Status Code	Closed
Permit Owner	Guy, Jeffrey L
Permit Address	1208 Casabella Dr

2 inspections found, displaying all inspections.

Inspections

Inspection Date	Inspection Type	Description	Result	Scheduled Date	Fail Code	Comments	Confirm	Inspector	Deficiency Report
Jul 14, 2011	BFI	Building Final	Passed	Jul 14, 2011		SEE NOTES REGARDING ENGINEERING LETTER	1087489	JMB	
Apr 26, 2011	ANOC	Notice Of Commencement	Not Required				0	ML	

THE FOLLOWING CONTRACTORS CAN SCHEDULE INSPECTIONS FOR THIS PERMIT.

LicenseHolder	ContractorID	CompanyPhoneNumber	CompanyAddress	CompanyState	CompanyCity	CompanyZipCode	ContractorCategory	CompanyName	LicenseType
Kleppinger, Kyle C	CRC1329361	(941) 812-5465	2005 Palma Sola Blvd	Fl	Bradenton	34209	Primary Contractor	Kyle Kleppinger Construction I	Res
	OWNER						Air Conditioning Contractors		
							Building Contractors		
	OWNER						Electrical Contractors		
							Plumbers		
							Roofing Cont		

MOTRA
#3076

972648

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:

BLALOCK, COLEMAN, LANDERS & WALTERS, P.A.
602-11th Street West
BRADENTON, FLORIDA 33505
(813) 748-0100

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 11 day of July 19 84, **Between**

ROBERT A. WESTELL and MARION WESTELL, husband and wife

of the County of a single man, State of Province of Ontario, Canada, grantor*, and

JEFFREY L. GUY and JAMES D. GUY, SR. and JOAN P. GUY, husband and wife

whose post office address is 1208 Casabella, Bradenton, FL 33529

of the County of Manatee, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of Ten ($10.00)----------Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Manatee County, Florida, to-wit:

LOT 10, BLOCK 21, PALMA SOLA PARK as per Plat thereof recorded in Plat Book 2, Pages 122 and 123 of the Public Records of Manatee County, Florida.

DOCUMENTARY TAX PD. $ 247.50
INTANGIBLE TAX PD. $
R. B. SHORE, CLERK MANATEE COUNTY
BY: M Dunn Wood
DEPUTY CLERK

FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE CNTY, FLA
Aug 6 3 16 PM '84
972648

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Robert A. Westell (Seal)
Robert A. Westell

Marion Westell (Seal)
Marion Westell

(Seal)

(Seal)

PROVINCE OF ONTARIO
COUNTY OF

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Robert A. Westell and Marion Westell, husband and wife

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of July 19 84.

My commission expires: (PERMANENT)

Notary Public

O.R. 1087 PG 2271

253827

IN THE CIRCUIT COURT IN AND FOR MANATEE COUNTY, FLORIDA

JODY LUPINSKI,

Plaintiff,

vs. Case No. CA 88-002143

JEFFREY L. GUY,
JAMES D. GUY, Sr.,
JOAN P. GUY, and
JEFF'S PET PLACE, INC.,
a Florida corporation,
jointly and severally,

Defendants.

FILED FOR RECORD
R.B. SHORE
CLERK CIRCUIT COURT
MANATEE CO. FLORIDA
Jul 19 1 28 PM '88

NOTICE OF LIS PENDENS

To the Defendants, JEFFREY L. GUY, JAMES D. GUY, Sr., JOAN P. GUY, and JEFF'S PET PLACE, INC., a Florida corporation, jointly and severally, and all others whom it may concern:

You are notified of the institution of this action by Plaintiff against you seeking to establish a constructive/resulting trust on the following property in Manatee County, Florida:

Lot 10, Block 21, Palma Sola Park as per plat thereof recorded in Plat Book 2, Pages 122 and 123 of the Public Records of Manatee County, Florida.

Dated: July 19, 1988

LIVINGSTON, PATTERSON
& STRICKLAND, P. A.
46 N. Washington Boulevard
Sarasota, Florida 34236
(813) 365-0550

By Nevin A. Weiner
Nevin A. Weiner

FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE COUNTY, FL
Jul 19 4 04 PM '88

RECORD VERIFIED
R.B. SHORE CLERK OF CIRCUIT COURT
BY: Joe Mills D.C.

MORTGAGE DEED
LAND FORM

RANCO FORM REG

284833

Rec 19.50
Doc. 127.50
Int. 170.00
317.00

This Mortgage Deed

Executed the 12th day of December A. D. 19 88 by

JEFFREY L. GUY, a single man, JAMES D. GUY, SR. and JOAN P. GUY, husband and wife,

hereinafter called the mortgagor, to JODY LUPINSKI, a single woman,

hereinafter called the mortgagee:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Manatee County, Florida, viz:

Lot 10, Block 21, Palma Sola Park as per Plat thereof recorded in Plat Book 2, Pages 122 and 123 of the Public Records of Manatee County, Florida.

DOCUMENTARY TAX PD. $ 127.50
INTANGIBLE TAX PD. $ 170.00
R. B. SHORE, CLERK MANATEE COUNTY
BY: [signature]
DEPUTY CLERK

RECORD VERIFIED
R.B. SHORE CLERK OF CIRCUIT COURT
BY: [signature]

O.R. 1244 PG 1090

To Have and to Hold *the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.*

And *the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances*

Provided Always, *that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to-wit:*

MORTGAGE NOTE

RAMCO FORM 53

$85,000

Sarasota Florida
December 12 19[illegible]

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promises to pay to JODY LUPINSKY, or order, in the manner hereinafter specified, the principal sum of EIGHTY-FIVE THOUSAND AND ——— 00 /100 DOLLARS ($ 85,000.00) with interest from date at the rate of 12 per cent. per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

a. $40,000 within 30 days of the date of execution of Agreement.
b. $45,000 payable at $1,250 per month for 36 consecutive months. The first payment shall commence within 30 days of the date of execution of Agreement. No interest shall be charged except, in the event of a default, by GUY, the unpaid principal shall accrue interest at the rate of 12% per year from the date of default and if a default is not cured for 60 days, the unpaid balance shall be accelerated and be immediately due.

State of Florida documentary stamps in the amount required by law are affixed to the mortgage securing this note and cancelled pursuant to law.

O.R. 1244 PG

This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

Maker's Address

1208 CASA BELLA DR.

X ——— (SEAL)
X ——— (SEAL)
X ——— (SEAL)
——— (SEAL)

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than full insurable value in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within 30 days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witness Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

JEFFREY L. GUY (L.S.)

JOAN R. GUY (L.S.)

JAMES D. GUY (L.S.)

STATE OF FLORIDA,
COUNTY OF

I HEREBY CERTIFY that on [illegible] before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

JEFFREY L. GUY, a single man,

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of December A. D. 1988

Notary Public, State of Florida at Large
My Commission Expires Aug. 11, 1991
Bonded by Continental Ins. Co.

This Instrument prepared by:
Address NEWAN A. WEINER
LIVINGSTON, PATTERSON & STRICKLAND P.A.
46 N. WASHINGTON BLVD.
SARASOTA, FL 34236

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared JOAN P. GUY, a married woman, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of December, 1988.

Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Aug. 11, 1991
Bonded by Continental Ins. Co.

RECORDED AND RECORDED
R.B. SHORE, CLERK
MANATEE COUNTY, FL.
Dec 21 12 54 PM '88

STATE OF New York
COUNTY OF Oneida

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JAMES D. GUY, a married man, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of December, 1988

SALLY H. GRANACKI
Notary Public, State of New York
Qualified in Oneida County
Commission Expires 10/31/90

Notary Public

My Commission Expires: 10/31/90

Doc 37.50

284831

AGREEMENT

This agreement is made this 12 day of December, 1988 between JODY LUPINSKI (LUPINSKI), JEFFREY L. GUY (GUY), JAMES D. GUY, Sr., JOAN P. GUY and JEFF'S PET PLACE, INC., a Florida corporation.

R E C I T A L S :

A. LUPINSKI and GUY are equal shareholders, officers and directors in JEFF'S PET PLACE, INC. (hereafter the "Corporation"), a Florida corporation engaged in the business of retail sales of pets and pet supplies and operating under a lease for premises at 6335 Manatee Avenue West, Bradenton, Florida.

B. LUPINSKI and GUY are the beneficial co-owners of improved real property (a home) known as Lot 10, Block 21, Palma Sola Park as per plat thereof recorded in Plat Book 2, Pages 122 and 123 of the Public Records of Manatee County, Florida.

C. GUY, and his mother and father, JAMES GUY, Sr. and JOAN GUY, hold legal title to said property and are the obligors under a note and mortgage pertaining to the property dated August 3, 1984 in the principal sum of $48,000.

D. GUY and LUPINSKI are the beneficial co-owners of a 1987 Dodge Daytona. GUY, alone however, is named on the title, and is the obligor under a purchase credit agreement dated _____.

E. LUPINSKI and GUY live together at the aforementioned real property and throughout several years have shared material possessions, acquired material goods and paid expenses, including those for the home, motor vehicle and corporation with joint funds. They now, however, wish to sever their personal and business relationship, lead separate lives and amicably resolve distribution of property and assets between them.

F. Accordingly, for $10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true.

2. Litigation. LUPINSKI agrees to dismiss the suit styled CA 88-2143 filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

3. Sale of Real and Personal Property. GUY shall purchase LUPINSKI's combined right, title and interest in the home, Dodge Daytona, stock assets and holdings of the corporation payable as follows:

a. $40,000 within 30 days of the date of this agreement.

b. $45,000 payable at $1,250 per month for 36 consecutive months. The first payment shall commence within 30 days of the date of this agreement. No interest shall be charged except, in the event of a default by GUY, the unpaid principal shall accrue interest at the rate of 12% per year from the date of default and if a default is not cured for 30 days, the unpaid balance shall be accelerated and be immediately due.

4. Corporate Lease. GUY and the Corporation agree to assume all payments and obligations required under the Chevron/Gulf Joint Venture lease for the corporate business premises at 6363 Manatee Avenue. The Corporation and GUY shall cooperate in procuring LUPINSKI's discharge from any and all obligations under said lease. In any event, if the lease is ~~revised~~ renewed at the expiration of the original term, LUPINSKI's personal obligations either as tenant or guarantor shall not be extended.

5. Hold Harmless/Indemnification. GUY and the Corporation agree to hold LUPINSKI harmless and to indemnify her for any sums, claims, or expenses, liabilities of any kind, and his, heirs, executors, administrators, agents and assigns, agree to hold LUPINSKI harmless and to indemnify her from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever pertaining to the Corporation, the

lease for the corporate business premises and or guaranty pertaining thereto.

In addition, GUY, JAMES GUY, Sr. and JOAN GUY and his, her, or their heirs, executors, administrators, agents and assigns, agree to hold LUPINSKI harmless and to indemnify her for any sums, claims or expenses, liabilities of any kind, demands, actions, cause of action, or suits of any kind or nature pertaining to the home or motor vehicle.

6. Collateral/Security. As security and collateral for any payment required under paragraphs 3, 4, and 5, above, the Corporation and GUY agree to execute a security agreement(s) substantially in the form attached hereto as Attachment A and appropriate financing statement(s) in favor of LUPINSKI. As additional security, JEFFREY GUY, JAMES GUY and JOAN GUY agree to execute a note second mortgage in favor of LUPINSKI on the real property described in paragraph 8, above.

7. Real Property. LUPINSKI agrees to convey by quit claim deed all of her right, title and interest in the real property described in paragraph B, above, to JEFFREY GUY. GUY and his parents shall continue to assume responsibility for payments and obligations under the existing mortgage and agrees to hold harmless and indemnify LUPINSKI therefrom.

8. Division of Personal Property and Personal Effects.

Furniture, furnishings and individual belongings and personal effects of LUPINSKI and GUY shall be divided as follows:

a. GUY shall receive:

(1) Television

(2) Stereo

(3) Microwave

(4) Three fish tanks (2 african cichilds; 1 fresh water)

(5) One half of the pewter plate collection

(6) Four pewter bells

(7) Queen-size bed and linens

(8) His photograph records

(9) Two macrame hangers (1 white; 1 brown)

(10) 1961 Harley Davidson Motorcycle

(11) Craftsman Tools

(12) Clothes

(13) Men's Raleigh bicycle

(14) Counter top from Jeff's Pet Place, Inc.

b. LUPINSKI shall receive all other items except as specified in this agreement. She shall be permitted to store them free of charge at the home for one year from the date of this agreement. At the end of one year if she fails to arrange for their collection, GUY may retain them himself or dispose of them as he wishes and LUPINSKI shall not be compensated therefore.

GUY agrees to cooperate in providing LUPINSKI reasonable access so that she may retrieve her items and agrees, further, to refrain doing anything to damage them or diminishing their value. He shall be liable to LUPINSKI for all damage or lost value he causes or permits to occur whether intentionally or negligently caused and whether caused by him directly or indirectly by another. If the home is sold or conveyed before the year expires, GUY shall arrange for suitable storage of LUPINSKI's belongings at his own expense.

9. <u>Birds; Visitation</u>.

a. LUPINSKI shall have:

(1) "Hermie," a severe macaw

(2) "Lucy," a Moluccan cockatoo

(3) Cages and customary supplies for the above birds shall be maintained at a location agreeable to LUPINSKI until LUPINSKI arranges for their delivery to a suitable location.

b. GUY shall have:

(1) "Beanie," a blue and gold macaw.

c. LUPINSKI and GUY shall have rights of reasonable visitation with the above birds. In the event LUPINSKI or GUY shall die or become incapable of caring for the birds the other party shall have the right to take possession of the birds. Neither party shall transfer, convey, sell or dispose of the birds without consent of the other. Any attempted conveyance, transfer, sale or disposition in violation of this provision shall vest the nonbreaching party with rights to retrieve and take possession of the bird(s).

10. Robatics Tiki Birds. LUPINSKI and GUY shall share equally all charges earned for the sale or lease of Robatics Tiki Birds. This provision shall survive closing and signing of this agreement. GUY agrees to charge commercially reasonable rates and to furnish LUPINSKI with accurate accountings upon request.

11. Attorney's Fees and Costs. Each party shall be responsible for paying his, her, or its own attorney's fees and costs associated with litigation and the formation and implementation of this agreement. In the event of a breach of this agreement, however, the nonbreaching party shall be entitled to recover from the defaulting party all costs and expenses incurred in its enforcement including a reasonable attorney's fee, whether or not suit is filed and on appeal, if any.

12. Documents. The parties agree to cooperate in the implementation of this agreement and to execute all documents necessary or helpful to doing so.

13. Waiver. Except as specified herein and/or upon default occuring under the agreement, each party releases,

waives and relinquishes any and all other claims he, she or it may have had against any of the other parties.

14. Voluntariness. Each party agrees that he or she has read this agreement, understands its terms, and prior to signing it has consulted with an attorney of his or her choice or had the opportunity but declined to do so. Each party affirms that he or she has voluntarily signed this agreement without coercion, duress or intimidation of any kind and agrees to be bound by it.

15. Governing Law. This agreement shall be governed by the laws of Florida and the parties agree to submit any and all disputes hereunder to the jurisdiction of the Florida courts. Venue shall be in Manatee County.

16. Peaceful Coexistence. Until each and every transaction recited herein has been consummated, LUPINSKI and GUY shall continue to manage the Corporation cooperatively, cohabitate peaceably and shall at all times refrain from harassing, molesting, abusing, threatening, intimidating, assaulting or attacking the other. Pending consummation of the transactions recited herein, no property subject to this Agreement shall be removed, transferred, conveyed, alienated or encumbered without the consent of LUPINSKI and GUY.

Witnesses:

JODY LUPINSKI

as to Lupinski

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to and subscribed before me this 12 day of Dec, 1988 by Jody Lupinski.

Notary Public

My Commission Expires:

Witnesses:

JEFFREY L. GUY

as to Jeffrey L. Guy

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to and subscribed before me this 12 day of December 1988 by Jeffrey L. Guy.

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 11, 1991
Bonded by Continental Ins. Co.

JAMES D. GUY, SR.

as to James D. Guy, Sr.

STATE OF New York
COUNTY OF Oneida

Sworn to and subscribed before me this 14 day of December 1988 by James D. Guy, Sr.

Notary Public
SALLY H. GRANACKI
Notary Public, State of New York
Qualified in Oneida County
Commission Expires 10/31/90

My Commission Expires:

JOAN P. GUY

as to Joan P. Guy

STATE OF Florida
COUNTY OF Sarasota

Sworn to and subscribed before me this 12 day of December 1988 by Joan P. Guy.

Notary Public

My Commission Expires:

O.R. 1244 PG 1085

Witnesses:

JEFF'S PET PLACE, INC.

By _____
Its _____

_____
_____
as to Jeff's Pet Place

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this 12 day of Dec, 1988 by _____ as President of JEFF'S PET PLACE, INC.

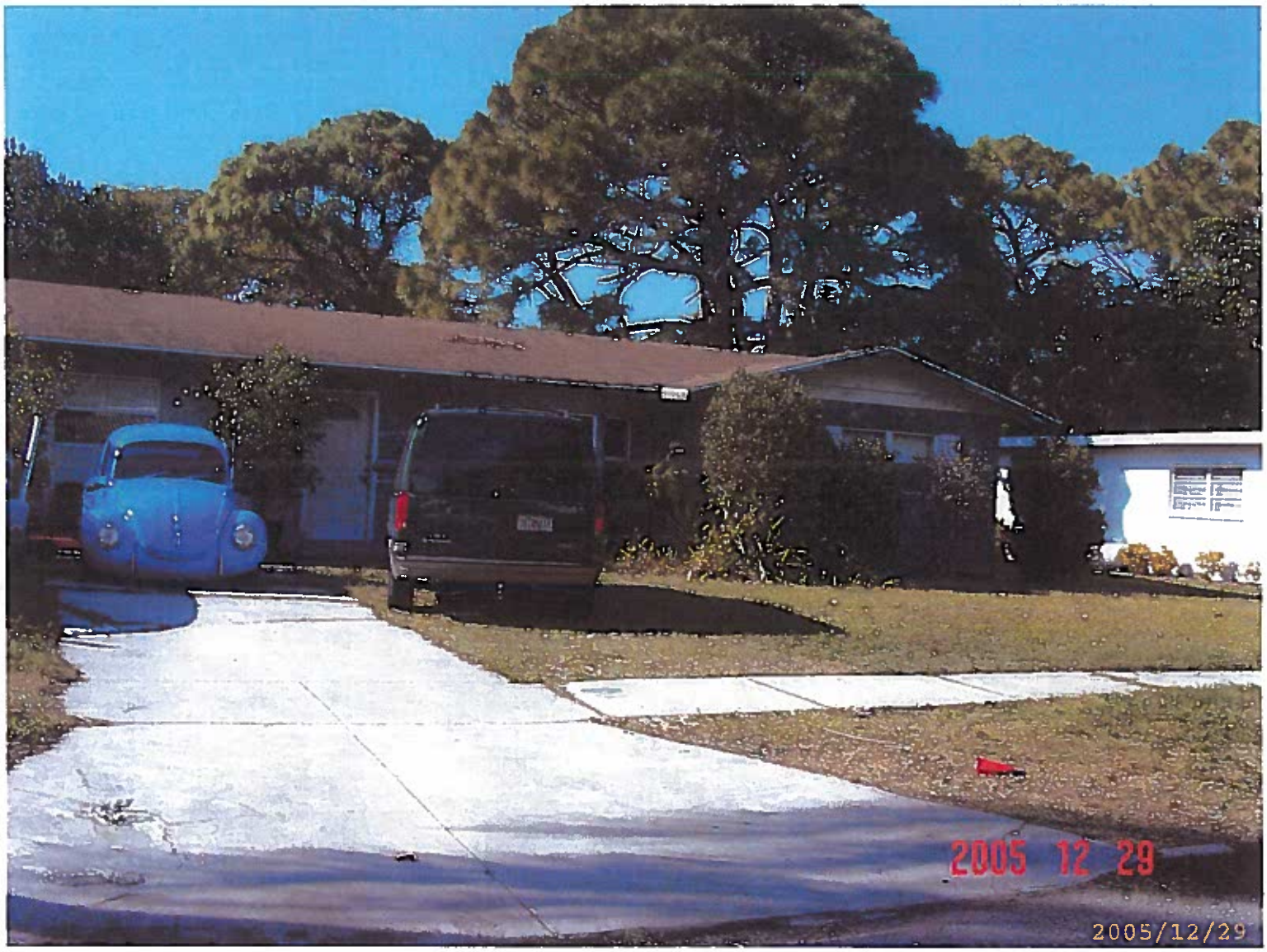
_____
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 11, 1991
Bonded by Continental Ins. Co.

FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE COUNTY, FL.
Dec 21 12 53 PM '88


2005 12 29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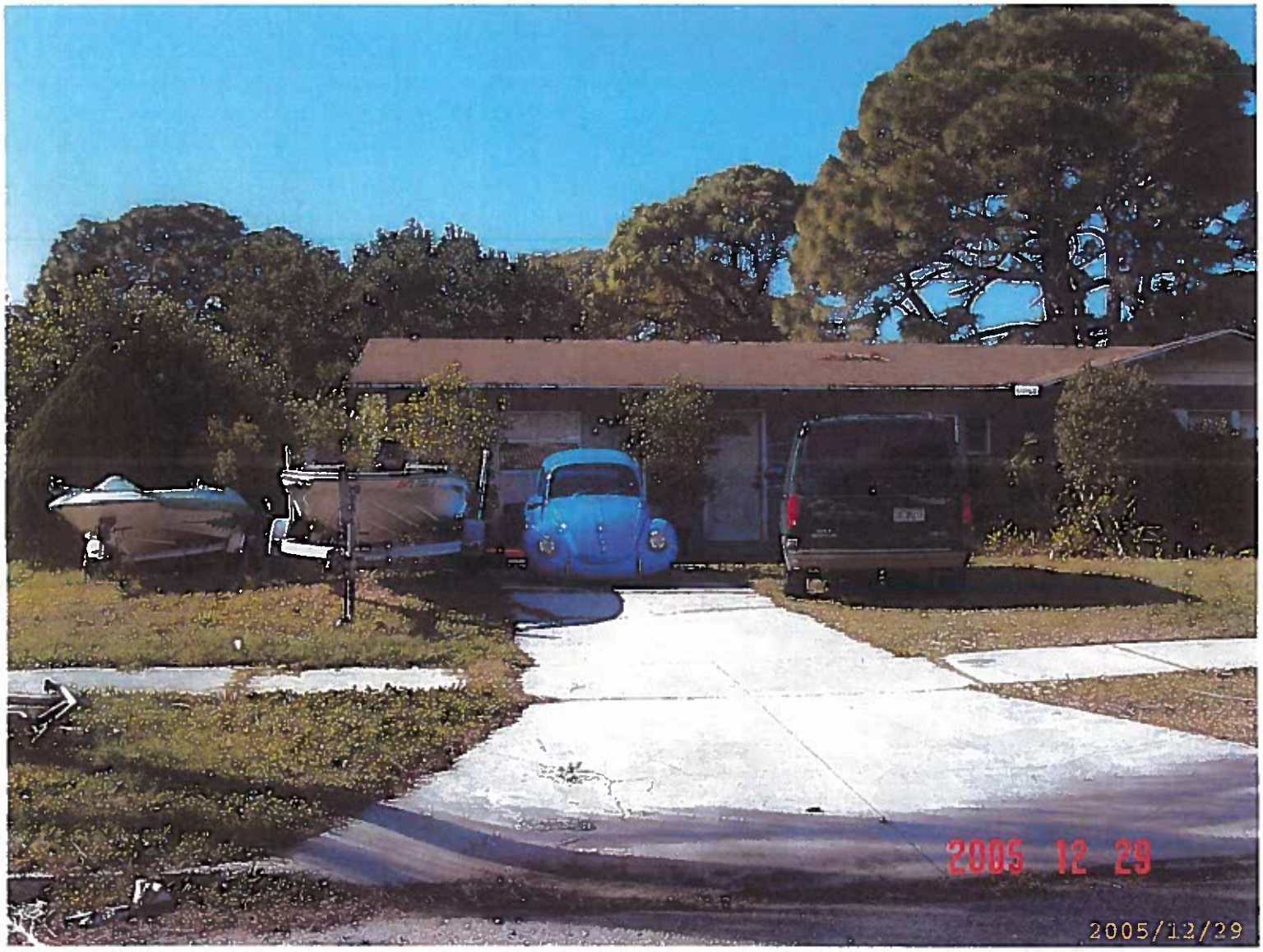
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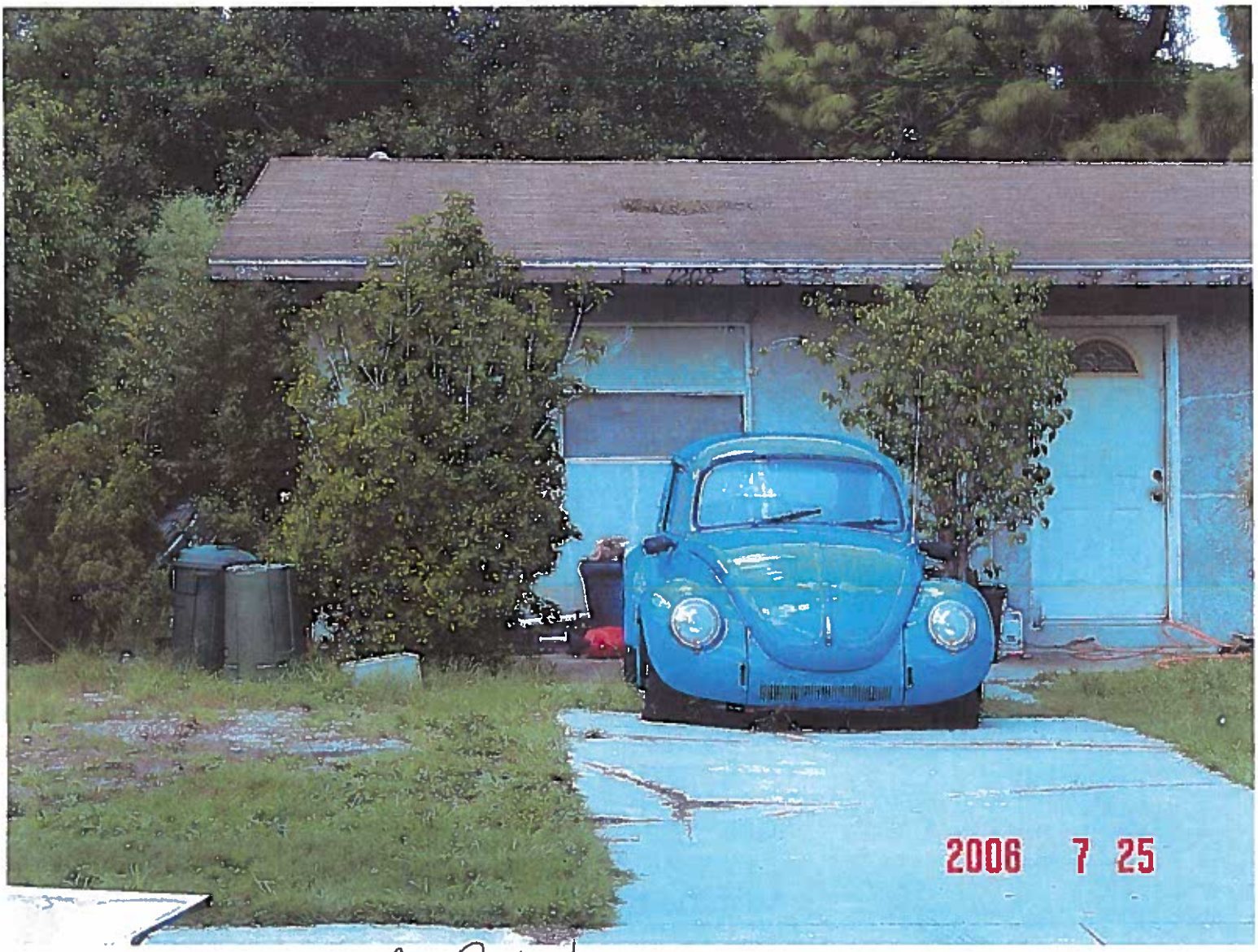

1208 Cantella Dr, Bradenton

7-25-06

A. C.

2005120339

1208 Cosabella Dr, Bradenton
7-25-06
AC
200512033T

MANATEE COUNTY CONSTRUCTION PERMIT
1112 Manatee Avenue West Bradenton, Florida 34206
06/12/1997 Permit Number 97050111

Project Address: 1208 CASABELLA DR SCT
Type of Permit: RES/REN/BLDG/ELE/PLB/MECH
Setbacks (Feet): Front- 20.00 Rear- 20.00 Left- 8.00 Right- 8.00
**Subdivision: PALMA SOLA PARK

OWNER INFORMATION
Owner: GUY, JEFFREY L
Address: 1208 CASABELLA
City: BRADENTON
State: FL
Zip: 34209
Phone: 792-2145

CONTRACTOR INFORMATION
Contractor: GUY, JEFFREY L
License No: OWNER
Lic. Type : OWNER
DBA: GUY, JEFFREY L
Address: 1208 CASABELLA
C/S/Z: BRADENTON, FL 34209

Telephone:

PARCEL INFORMATION
Parcel ID No: 3897200006
Section: 31
Township: 34S
Range: 17E
Lot: 10
Block: 21
Zoning: RSF4.5
Flood Zone: X
Flood Eleva:
Fire District: WSFD
Impact Area:

PROJECT INFORMATION
Square Footage: 168
Declared Value: 5000

PROJECT INFORMATION/NOTES/CONDITIONS
NCRQD:ENCLOSE CARPORT/CAP CONCRETE FLOOR TO RAISE
FLUSH WITH HOUSE ALSO ENCLOSE FLORIDA ROOM
CHANGING FROM 2 BR TO 3BR HOME
PALMA SOLA PARK

****
NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies.

FAILURE TO COMPLY WITH THE MECHANICS' LIEN LAW CAN RESULT IN THE PROPERTY OWNER PAYING TWICE FOR BUILDING IMPROVEMENTS.

This permit shall become void if work has not started within six months from the above date, or if work has been suspended longer than six months.
****

PLANNING, PERMITTING AND INSPECTIONS DEPARTMENT
MANATEE COUNTY, FLORIDA

Permit issued by: debbiepo

Representative of: G.R. Devenport, CBO
County Building Official

CODE ENFORCEMENT SPECIAL MAGISTRATE
MANATEE COUNTY, FLORIDA

MANATEE COUNTY, FLORIDA,
Complainant,

CASE NO. CE2005120339

vs.

Jeffrey L. Guy,
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 September 25, 2019, 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 Orders issued on March 22, 2006 found that the original owner(s) Jeffrey L., Joan P., and James D. Guy Sr., was/were the owner(s) or person(s) in charge of the property located at 1208 Casabella Dr., Bradenton, FL and identified in the Manatee County Property Appraiser's records as: PIN3897200006, and that the property was in violation of Sections 512 and 513 of the Manatee County Land Development Code, in that Respondents had work done on the structure on the property without the necessary Building Permits or Certificate of Completion/Occupancy.

2. The Compliance Orders imposed a minimum fine of $150 for each violation in addition to a fine of $100.00 for each day each violation(s) continued to exist past the compliance date ordered.

3. As of the date of the hearing, fines imposed against Respondent(s) totaled $361,240.00 which includes $40.00 recording fees. Certified copies of the Order of Imposing Fine/Lien issued on March 22, 2006 were recorded in the Public Records of Manatee County Book 2143 Page 1835 and Book 2143 Page 1836 on July 31, 2006 and thereafter constituted liens against the above-described property and upon any other real or personal property owned by Respondent(s) 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 Orders have 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 $500.00 plus $40.00 in recording fees.

DONE AND ORDERED this 25th day of September 2019.

Manatee County Code Enforcement,
Special Magistrate

Special Magistrate (Signature)
Print Name: Ben Vitale

CODE ENFORCEMENT SPECIAL MAGISTRATE
MANATEE COUNTY, FLORIDA

CE2005120339

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Compliance Order has been filed for the record on September 25, 2019 and has been furnished to the Respondent (s),

☑ **Personally, on this 25th day of September 2019**
☐ **By US Mail on this 25th day of September 2019**

Robin Dyer, Code Enforcement Administrative Specialist
Manatee County

By: Ms Robin J Dyer
Administrative Specialist (Signature)
Print Name: Ms. Robin J Dyer

Code Enforcement Division
5030 US Hwy 301 N.
Ellenton, FL 34222

2nd S.M.

BK 2143 PG 1835 Dkt#2348364
R. B. "CHIPS" SHORE Clerk of Circuit Court Manatee County FL. Filed & Recorded 7/31/06 10:12:52 AM
(1 of 1)

MANATEE COUNTY CODE ENFORCEMENT SPECIAL MAGISTRATE
MANATEE COUNTY, FLORIDA

FILED AND RECORD
R. B. SHORE
2006 JUN -1 PM 12: 24
CLERK CIRCUIT COURT
MANATEE CO FLORIDA

MANATEE COUNTY, a political subdivision of the State of Florida,
Petitioner,

Case No. **CE2005120339**

vs.

JEFFREY L., JOAN P., AND JAMES D. GUY, SR.,
Respondent(s),

ORDER IMPOSING FINE

THIS CAUSE came on for public hearing before the Code Enforcement Special Magistrate on March 22, 2006 and May 24, 2006, and the Special Magistrate having heard testimony under oath, received evidence, and heard arguments respective to all appropriate matters, and thereupon issues the Findings of Fact, Conclusions of Law, and Order as follows:

FINDINGS OF FACT

1. That **JEFFREY L., JOAN P., AND JAMES D. GUY, SR.,** hereinafter referred to as Respondent(s) is/are the owner(s) of record of the subject property.

2. That notice was served on Respondent(s) and Jeffrey Guy was at the hearing.

3. That previous notifications of the violation(s) of the Manatee County Land Development Code **Section 513** were made and served on Respondent(s) by certified mail.

4. That the property located at **1208 CASABELLA DRIVE, BRADENTON, FL, DP#3897200006,** has a violation of Manatee County Land Development Code **Section 513** because **work has been done on the structure on the property without the necessary building permits or Certificate of Occupancy.**

5. That Respondent(s) is/are in violation of **Section 513** for having work done on the structure on the property without the necessary building permits or Certificate of Occupancy.

CONCLUSIONS OF LAW

1. That Respondent(s) is/are in violation of Manatee County Land Development Code **Section 513.**

ORDER

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

1. THAT the Respondent(s) correct the violation(s) of Manatee County Land Development Code **Section 513.**

2. THAT if this Order is not complied with on or before **July 21, 2006,** it is hereby ordered that Respondent(s) shall pay a minimum fine of **$150,** plus **$100** per day for each and every day any violation(s) described herein continue(s) past **July 21, 2006.**

3. Failure to Comply with this Order within the specified time will result in the recordation of this Order Imposing Fine, which constitutes a lien upon any real or personal property owned by the violators and may be foreclosed, and your property sold to enforce this lien. If such lien is filed, you will be assessed all costs incurred in recording and satisfying this lien.

4. The Code Enforcement Special Magistrate also authorizes the County Attorney or his/her designee to foreclose, collect or settle said lien using any legal or equitable remedies available to collect any liens which remain unpaid.

5. This Order becomes self-executing upon an Affidavit of Non-compliance being filed with the Clerk of Circuit Court Board Records Section, and a hearing shall not be necessary.

6. That pursuant to Section 305.5.7 of the Land Development Code, should (a) violation(s) exist(s) beyond the date set for compliance, the Special Magistrate shall impose a minimum fine of $65.

Ordered May 24, 2006, and executed this 1st day of June, 2006.

ATTEST: R. B. Shore
Clerk of Circuit Court
By _____
Deputy Clerk

CODE ENFORCEMENT BOARD SEAL MANATEE CO. FL

Carl L. Fredericks
Manatee County Code Enforcement
Special Magistrate

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Order has been furnished to the Respondent, **JEFFREY L., JOAN P., AND JAMES D. GUY, SR., 1208 CASABELLA DRIVE, BRADENTON, FL 34209,** by U.S. mail and to the Manatee County Code Enforcement Division, this 1st day of June, 2006.

R. B. SHORE
Clerk of Circuit Court
Manatee County, Florida
By _____
Deputy Clerk

CODE ENFORCEMENT BOARD SEAL MANATEE CO. FL

STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a true and correct copy of the documents on file in my office. Witness my hand and official seal this 28th day of July 2006
R. B. SHORE
Clerk of Circuit Court
By _____

ATTENTION: It is your responsibility to notify Code Enforcement at 941-748-4501, extension 6909 and satisfactorily demonstrate that the violation(s) has/have ceased. Release of this lien cannot occur until Code Enforcement verifies that the violation(s) no longer exist(s).

2nd
S.M.

BK 2143 PG 1836 Dkt#2348365
R. B. "CHIPS" SHORE Clerk of Circuit Court Manatee County FL. Filed & Recorded 7/31/06 10:12:52 AM
(1 of 1)

MANATEE COUNTY CODE ENFORCEMENT SPECIAL MAGISTRATE
MANATEE COUNTY, FLORIDA

FILED FOR RECORD
R. B. SHORE
2006 JUN -1 PM 12: 24
CLERK CIRCUIT COURT
MANATEE CO. FLORIDA

MANATEE COUNTY, a political subdivision of the State of Florida,
Petitioner,

Case No. **CE2005120339**

vs.

JEFFREY L., JOAN P., AND JAMES D. GUY, SR.,
Respondent(s),

ORDER IMPOSING FINE

THIS CAUSE came on for public hearing before the Code Enforcement Special Magistrate on March 22, 2006 and May 24, 2006, and the Special Magistrate having heard testimony under oath, received evidence, and heard arguments respective to all appropriate matters, and thereupon issues the Findings of Fact, Conclusions of Law, and Order as follows:

FINDINGS OF FACT

1. That **JEFFREY L., JOAN P., AND JAMES D. GUY, SR.,** hereinafter referred to as Respondent(s) is/are the owner(s) of record of the subject property.
2. That notice was served on Respondent(s) and Jeffrey Guy was at the hearing.
3. That previous notifications of the violation(s) of the Manatee County Land Development Code **Section 512** were made and served on Respondent(s) by certified mail.
4. That the property located at **1208 CASABELLA DRIVE, BRADENTON, FL, DP#3897200006,** has a violation of Manatee County Land Development Code **Section 512** because **work has been done on the structure on the property without the necessary building permits.**
5. That Respondent(s) is/are in violation of **Section 512** for having work done on the structure on the property without the necessary building permits.

CONCLUSIONS OF LAW

1. That Respondent(s) is/are in violation of Manatee County Land Development Code **Section 512**.

ORDER

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

1. THAT the Respondent(s) correct the violation(s) of Manatee County Land Development Code **Section 512**.
2. THAT if this Order is not complied with on or before **July 21, 2006**, it is hereby ordered that Respondent(s) shall pay a minimum fine of **$150**, plus **$100** per day for each and every day any violation(s) described herein continue(s) past **July 21, 2006**.
3. Failure to Comply with this Order within the specified time will result in the recordation of this Order Imposing Fine, which constitutes a lien upon any real or personal property owned by the violators and may be foreclosed, and your property sold to enforce this lien. If such lien is filed, you will be assessed all costs incurred in recording and satisfying this lien.
4. The Code Enforcement Special Magistrate also authorizes the County Attorney or his/her designee to foreclose, collect or settle said lien using any legal or equitable remedies available to collect any liens which remain unpaid.
5. This Order becomes self-executing upon an Affidavit of Non-compliance being filed with the Clerk of Circuit Court Board Records Section, and a hearing shall not be necessary.
6. That pursuant to Section 305.5.7 of the Land Development Code, should (a) violation(s) exist(s) beyond the date set for compliance, the Special Magistrate shall impose a minimum fine of $65.

Ordered May 24, 2006, and executed this 1st day of June, 2006.

ATTEST: R. B. Shore
Clerk of Circuit Court
By: _____
Deputy Clerk

CODE ENFORCEMENT BOARD SEAL MANATEE CO. FLA.

Carl L. Fredericks
Manatee County Code Enforcement
Special Magistrate

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Order has been furnished to the Respondent, **JEFFREY L., JOAN P., AND JAMES D. GUY, SR., 1208 CASABELLA DRIVE, BRADENTON, FL 34209,** by U.S. mail and to the Manatee County Code Enforcement Division, this 1st day of June, 2006.

R. B. SHORE
Clerk of Circuit Court
Manatee County, Florida
By: _____
Deputy Clerk

CODE ENFORCEMENT BOARD SEAL MANATEE CO. FLA.

STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a true and correct copy of the documents on file in my office.
Witness my hand and official seal this 25th day of July, 2006.
R. B. SHORE
Clerk of Circuit Court
By: _____

ATTENTION: It is your responsibility to notify Code Enforcement at 941-748-4501, extension 6909 and satisfactorily demonstrate that the violation(s) has/have ceased. Release of this lien cannot occur until Code Enforcement verifies that the violation(s) no longer exist(s).

MANATEE COUNTY GOVERNMENT
PUBLIC SAFETY DEPARTMENT
Code Enforcement Unit • (941) 748-2071 • (941) 748-4501

CERTIFIED MAIL RETURN RECEIPT REQUESTED

December 30, 2005

JEFFREY L, JOAN P & JAMES D GUY SR
1208 CASABELLA
BRADENTON , FL 34209

RE: File Number: CE 2005120339

Dear Property Owner:

It has come to the attention of the Public Safety Department that work has been done without the required building permit or Certificate of Occupancy on your property located at 1208 CASABELLA DR BRADENTON, (DP# 3897200006). This constitutes a violation of Section 512 (Building Permits) and Section 513 (Certificate of Occupancy/Completion) of the Manatee County Land Development Code.

Perhaps you were not previously aware of this regulation/ordinance. However, this letter is intended to give you written notice of such violations. You are required to correct the violation(s) within fourteen (14) days of receipt of this letter. In order to correct the violation(s), a valid Building Permit must be obtained and a Certificate of Occupancy must be issued.

If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the Code Enforcement Officer, the case may be presented to the enforcement board even if the violation has been corrected prior to the board hearing.

If after fourteen (14) days the violation has not been corrected it will be necessary to schedule a hearing before the Manatee County Code Enforcement Board or Special Magistrate.

In accordance with Florida Statutes, the Code Enforcement Board or Special Magistrate may assess fines up to $250.00 per day for each day the violation(s) exists beyond the date set for compliance or for each day the violation is repeated.

If you require further assistance and or information please contact Anne Catalano at 748-2071 between the hours of 8:00 and 9:00 am Monday through Friday.

Sincerely,

Anne Catalano

Anne Catalano
Code Enforcement Officer

1112 Manatee Avenue West • Bradenton, Florida • FAX (941) 741-3539
MAILING ADDRESS: P.O. Box 1000 • Bradenton, Florida 34206-1000