

EM 30-50.4.(C)



IMPORTANT MESSAGE

When buying real estate property, you should not assume that property taxes will remain the same. Whenever there is a change in ownership, the assessed value of the property may reset to full market value, which could result in higher property taxes. Please use our Tax Estimator to approximate your new property taxes.

The Property Appraiser does not send tax bills and does not set or collect taxes. Please visit the Tax Collector's website directly for additional information.



Address Owner Name Subdivision Name Folio

SEARCH: 8875 sw 172 ter Suite

PROPERTY INFORMATION

Folio: 33-5033-009-0280

Sub-Division:
BENSON PARK

Property Address
8875 SW 172 TER
Palmetto Bay, FL 33157-4559

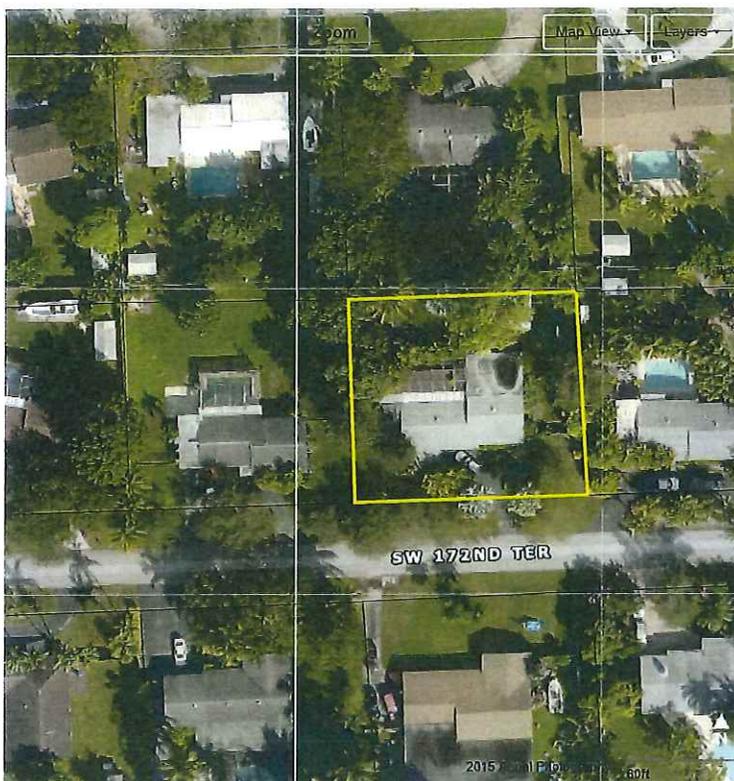
Owner
SUSAN RIMART

Mailing Address
8875 SW 172 TERR
MIAMI, FL 33157-4559

Primary Zone
2100 ESTATES - 15000 SQFT LOT

Primary Land Use
0101 RESIDENTIAL - SINGLE FAMILY: 1 UNIT

Beds / Baths / Half	3 / 2 / 0
Floors	1
Living Units	1
Actual Area	2,591 Sq.Ft
Living Area	2,213 Sq.Ft
Adjusted Area	2,193 Sq.Ft
Lot Size	15,360 Sq.Ft
Year Built	1957



Featured Online Tools

Comparable Sales	Glossary	Non-Ad Valorem Assessments	PA Additional Online Tools	Property Record Cards	Property Search Help
Tax Comparison	Tax Estimator	TRIM Notice	Property Taxes	Report Discrepancies	Report Homestead Fraud
			Value Adjustment Board		

ASSESSMENT INFORMATION

Year	2016	2015	2014
Land Value	\$159,390	\$129,030	\$129,030
Building Value	\$140,393	\$141,650	\$138,297
Extra Feature Value	\$30,802	\$22,234	\$22,368
Market Value	\$330,585	\$292,914	\$289,695
Assessed Value	\$178,752	\$177,510	\$176,102

BENEFITS INFORMATION

Benefit	Type	2016	2015	2014
Save Our Homes Cap	Assessment Reduction	\$151,833	\$115,404	\$113,593
Homestead	Exemption	\$25,000	\$25,000	\$25,000
Second Homestead	Exemption	\$25,000	\$25,000	\$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

FULL LEGAL DESCRIPTION

TAXABLE VALUE INFORMATION ⓘ

	2016	2015	2014
COUNTY			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$128,752	\$127,510	\$126,102
SCHOOL BOARD			
Exemption Value	\$25,000	\$25,000	\$25,000
Taxable Value	\$153,752	\$152,510	\$151,102
CITY			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$128,752	\$127,510	\$126,102
REGIONAL			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$128,752	\$127,510	\$126,102

33 55 40
 BENSON PARK PB 64-128
 LOT 8 BLK 3
 LOT SIZE 120.000 X 128
 OR 14092-3354 0489 1
 F/A/J 30-5033-009-0280
 COC 22141-3645 02 2004 4

SALES INFORMATION ⓘ

Previous Sale	Price	OR Book-Page	Qualification Description
02/01/2004	\$0	22141-3645	Sales which are disqualified as a result of examination of the deed
04/01/1989	\$115,000	14092-3354	Sales which are qualified

For more information about the Department of Revenue's Sales Qualification Codes.

2016 2015 2014

LAND INFORMATION ⓘ

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	E-M	2100 - ESTATES - 15000 SQFT LOT	Square Ft.	15,000.00	\$157,500
GENERAL	E-M	2100 - ESTATES - 15000 SQFT LOT	Square Ft.	360.00	\$1,890

BUILDING INFORMATION ⓘ

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1957	1,830	1,606	1,681	\$103,180
1	2	1972	170	170	170	\$12,174
1	3	1993	551	437	329	\$23,866
1	4	2012	40	0	13	\$1,173

Building Sketches Available!

EXTRA FEATURES ⓘ

Description	Year Built	Units	Calc Value
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ADDITIONAL INFORMATION

* The information listed below is not derived from the Property Appraiser's Office records. It is provided for convenience and is derived from other government agencies.

LAND USE AND RESTRICTIONS

Community Development District:	NONE	Community Redevelopment Area:	NONE
Empowerment Zone:	NONE	Enterprise Zone:	NONE
Urban Development:	INSIDE URBAN DEVELOPMENT BOUNDARY	Zoning Code:	E-M-
		Existing Land Use:	10 - SINGLE-FAMILY, MED.-DENSITY (2-5 DU/GROSS ACRE).

Government Agencies and Community Services

OTHER GOVERNMENTAL JURISDICTIONS

Business Incentives	Childrens Trust	City of Palmetto Bay	Environmental Considerations
Florida Department Of Revenue	Florida Inland Navigation District	PA Bulletin Board	Non-Ad Valorem Assessments
School Board	South Florida Water Mgmt District	Tax Collector	

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

For inquiries and suggestions email us at <http://www.miamidade.gov/PAPortal/ContactForm/ContactFormMain.aspx>.

Version: 2.0.3

EXEMPTIONS & BENEFITS	REAL ESTATE	TANGIBLE PERSONAL PROPERTY	PUBLIC RECORDS	ONLINE TOOLS	TAX ROLL ADMINISTRATION
Deployed Military	40 Yr Building Re-Certification	Appealing your Assessment	Address Blocking	Property Search	Appealing your Assessment
Disability Exemptions	Appealing Your Assessment	Assessment Information Search	Change of Name	Property Sales	Reports
Homestead	Defective Drywall	Exemptions	Change of Address	Tax Estimator	
Institutional	Folio Numbers	Extension Requests	Change of Ownership & Title	Tax Comparison	
Senior Citizens	Mortgage Fraud	Filing Returns	Declaration of Condominium	Homestead Exemption and Portability	
More >	More >	More >	More >	More >	More >

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CFN 2004R0194050
DR Bk 22141 Pg 3645; (1pg)
RECORDED 03/22/2004 15:54:41
DEED DOC TAX 0.60
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

Prepared by:
John C. Strickroot, Esq.
Fowler White Burnett P.A.
100 SE 2nd Street 17 floor
Miami, Florida 33131

Parcel ID Number: 30-5033-009-0280
Grantee #1 TIN:
Grantee #2 TIN:

Quitclaim Deed

This Quitclaim Deed, Made this 27 day of February, 2004 A.D., Between
Denis E. Insenga-Rimart, a single man

of the County of Miami-Dade, State of Florida, grantor, and
Susan Rimart

whose address is: 8875 SW 172 Terrace, MIAMI, FL 33157

of the County of MIAMI-DADE, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and quitclaimed to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of MIAMI-DADE State of Florida to wit:
Lot 8, Block 3, of BENSON PARK, according to the plat thereof, as
recorded in Plat Book 64, at Page 128, of the Public Records of
Miami-Dade County, Florida.

This quit claim deed is given in accordance to Item No. 4 as set
forth in Final Judgment of Dissolutioun of Marriage Case No. 03-04407
FC 39, and recorded in Official Records Book 21095, at Page 1598,
of the Public Records of Miami-Dade County, Florida, in Re. the
marriage of Susan Insenga-Rimart, Petitioner/Wife and Denis E.
Insenga-Rimart, Respondent/Husband.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise
appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantor, either in law or equity, for
the use, benefit and profit of the said grantee forever.

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

Signed, sealed and delivered in our presence:

C. Denise Taylor
Printed Name: C. Denise Taylor
Witness

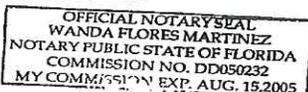
Denis E. Insenga-Rimart (Seal)
Printed Name: Denis E. Insenga-Rimart
P.O. Address: 1900 OCEAN WALK LANE #13
PO BOX BEACH, FL 33062

Carlos A. Paraco
Printed Name: CARLOS A. PARACO
Witness

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 27 day of February, 2004 by
Denis E. Insenga-Rimart, a single man

who is personally known to me or who has produced _____ as identification.



Wanda Flores Martinez
Printed Name: Wanda Flores Martinez
Notary Public
My Commission Expires:

ODIS
1-3

FILED FOR RECORD

2013 JUN -6 AM 9:57

ODIS

CLERK, CIRCUIT & COUNTY
DADE COUNTY, FLA.
CIVIL #110

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT, IN
AND FOR MIAMI-DADE COUNTY,
FLORIDA

Bank of America

Plaintiff,

CIVIL CIRCUIT DIVISION

CASE NO.: 09-75247-CA-01

AW 11.20.16

vs.

Susan Rimart

Defendant.

Order Dismissing Case for Plaintiff's Non-Appearance at Trial

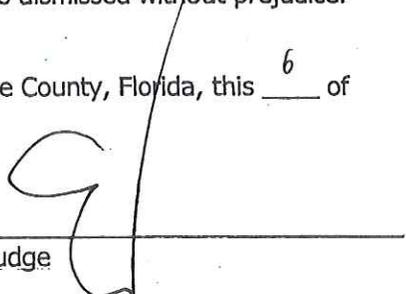
This case came before the Presiding Judge on June 6, 2013 pursuant to the Order Setting this Cause for Trial which required the attendance of the parties. Based on the Plaintiff's failure to appear without explanation, it is hereby:

ORDERED AND ADJUDGED that this case is dismissed without prejudice.

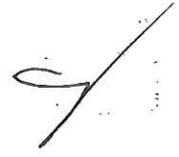
DONE AND ORDERED at Miami, Miami-Dade County, Florida, this 6 of June, 2013.

EUGENE J. FIERRO
SENIOR JUDGE
JUN 06 2013

Presiding Judge



Plaintiff shall serve all parties on the service list ~~with~~ copies



CFN 2006R1319903 OR BK 25182 Pg 0906 (1pg)
RECORDED 12/12/2006 12:45:49
HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

ADDRESS

THIS INSTRUMENT PREPARED BY: Elizabeth Abelle

ADDRESS

PROPERTY APPRAISERS PARCEL IDENTIFICATION(FOLIO) NUMBER
335033-009-0280

CLAIM OF LIEN

STATE OF Florida
COUNTY OF Dade

Before me, the undersigned Notary public, personally appeared Ann Marie Ward
Ward who was duly sworn and says that he is (the lienor herein)
(the agent of the lienor herein) Ward Roofing

(Lienors Name)
whose address is 10410 SW 185 Terr. Miami, FL 33157
(Lienors address)

and that in accordance with a contract with Susan Mason Rimart.

lienor furnished labor, services or materials consisting of: (describe specially fabricated materials separately) tar, #30, wood, labor, shingles or tile, etc.

on the following described real property in Dade County, State of Florida
(Describe real property sufficiently for identification, including street and number)
Miami, FL 33157 PB 64-128 Lot 8 Bk 3 8875 SW 172 Terr.

owned by Susan Mason Rimart.

Of a total value of Twelve thousand seven hundred + thirty dollars
(\$12,730.00) of which there remains unpaid \$ 649.00

and furnished the first of the items on 7/24 2006. And the last of the items
on 10/11 2006 and (if the lien is claimed by one not in privity with the

owner) that the lienor served his notice to owner on 1/11 2006
by _____ And (if required) that the lienor served copies of

(method of service) the notice on the contractor on _____ 2006
by _____, and on subcontractor,

on _____ 2006 by _____
(method of service)

Ann Marie Ward
Lienors Signature

Ann Marie Ward.
Printed Name

By _____
Agent Signature

Printed Signature

STATE OF Florida
COUNTY OF Dade

Sworn to and subscribed before me this 12 day of Dec 2006
Known to me 7 Affiant provided the following type of identification.

Cynthia L. Eveld
notary signature number and stamp



Cynthia L. Eveld
Commission #DD279155
Expires 06, 2008
Bonded Third
Atlantic Bonding Co., Inc.



CFN 20090758508
OR Bk 27053 Pgs 3631 - 3632f (2p)
RECORDED 10/20/2009 10:48:42
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This space is for recording purposes only

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL
CIRCUIT, IN AND FOR MIAMI-DADE COUNTY,
FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO:

09-75247 CA 01

(27) AW 11.20.16

BANK OF AMERICA, NATIONAL
ASSOCIATION
PLAINTIFF

VS.

SUSAN RIMART A/K/A SUSAN INSENGA-
RIMART; JOHN MASON; ANY AND ALL
UNKNOWN PARTIES CLAIMING BY,
THROUGH, UNDER, AND AGAINST THE
HEREIN NAMED INDIVIDUAL
DEFENDANT(S) WHO ARE NOT KNOWN
TO BE DEAD OR ALIVE , WHETHER SAID
UNKNOWN PARTIES MAY CLAIM AN
INTEREST AS SPOUSES, HEIRS, DEVISEES,
GRANTEES OR OTHER CLAIMANTS; BANK
OF AMERICA, NATIONAL ASSOCIATION;
JOHN DOE AND JANE DOE AS UNKNOWN
TENANTS IN POSSESSION
DEFENDANT(S)

NOTICE OF LIS PENDENS

1. TO: The above named Defendants, AND ALL OTHERS WHOM IT MAY CONCERN:
2. YOU ARE NOTIFIED of the institution of this action by the Plaintiff against you seeking to foreclose the Note and Mortgage encumbering the described property and the decreeing of a sale of the property under the direction of the court in default of the payment of the amount found to be due the Plaintiff under the Note and Mortgage, and for other, further and general relief set forth in the Complaint.
3. The property involved is that certain parcel, lot or unit situate, lying and being in MIAMI-DADE County, Florida, as set forth in the mortgage recorded in Official Records Book 22141, at Page 3646, more particularly described as follows:

OR BK 27053 PG 3632
LAST PAGE

LOT 8, IN BLOCK 3, OF BENSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, AT PAGE 128, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

Dated at Plantation, Broward County, Florida, this 5 day of Oct, 2009.



 LESLIE CHMÁDEVILLA
 Bar #: 672629
 Miriam Mendieta
 Bar #: 0866880
 Law Offices of David J. Stern, P.A.
 Attorney for Plaintiff
 900 South Pine Island Road SUITE 400
 Plantation, FL 33324-3920
 (954) 233-8000

09-83966(NATB)(FNM)



Return To: LOAN # 7065946753
FL9-700-05-22
JACKSONVILLE POST CLOSING
BANK OF AMERICA
9000 SOUTHSIDE BLVD.
BLDG 700, FILE RECEIPT DEPT.
JACKSONVILLE, FL 32256

CFN 2004R0194051
DR Bk 22141 Pgs 3646 - 3661; (16
RECORDED 03/22/2004 15:54:41
MTG BDC TAX 721.00
INTANG TAX 412.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This document was prepared by:
DIANNE DIEPHUIS
BANK OF AMERICA, N.A.
830 CENTRAL AVENUE
ST. PETERSBURG, FL 337013630

[Space Above This Line For Recording Data]

MORTGAGE

LOAN # 7065946753

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated MARCH 15, 2004 together with all Riders to this document.
- (B) "Borrower" is SUSAN RIMART, AN UNMARRIED WOMAN joined by John Mason

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is BANK OF AMERICA, N.A.

Lender is a NATIONAL BANKING ASSOCIATION
organized and existing under the laws of THE UNITED STATES OF AMERICA

FLORIDA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

BK 22141 Pgs 3646 - 3661; (16)

-6(FL) (0005)

Page 1 of 16

Initials: *SKA*

VMP MORTGAGE FORMS - (800)521-7291



CVFL 03/11/04 7:19 AM 7065946753

Lender's address is 830 CENTRAL AVENUE, ST. PETERSBURG, FL 337013630

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated MARCH 15, 2004 . The Note states that Borrower owes Lender TWO HUNDRED SIX THOUSAND AND 00/100 Dollars

(U.S. \$ 206,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 01, 2034 .

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

Initials: 

 -6(FI) (0005)

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Form 3010 1/01

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(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the COUNTY of DADE :

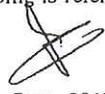
(Type of Recording Jurisdiction) (Name of Recording Jurisdiction)

LOT 8, IN BLOCK 3, OF BENSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, AT PAGE 128, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

Parcel ID Number: 33-5033-009-0280
8875 SW 172 TER
MIAMI
("Property Address"):

which currently has the address of
(Street)
(City), Florida 33157 (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Initials:  
Form 3010 1/01

6(FL) (0005)

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BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be

Initials: 

 -6(FL) (0005)

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Form 3010 1/01

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applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

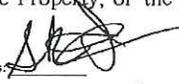
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of

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the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the

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date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

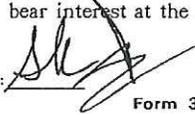
7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate

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from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any

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other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

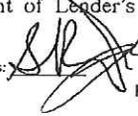
In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the

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Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

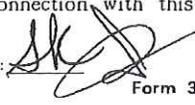
14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security

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Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums

Initials: 

which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Initials:  Form 3010 1/01

 -6(FL) (0005)

Page 13 of 15

CVFL 03/11/04 7:19 AM 7065946753

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Attorneys' Fees.** As used in this Security Instrument and the Note, "attorneys' fees" shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. **Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

IMP-6(FI) (0005)

Page 14 of 16

Initials: 

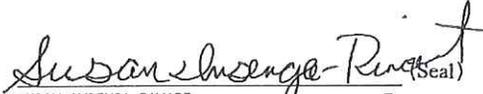
Form 3010 1/01

CVFL 03/11/04 7:19 AM 7065946753

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

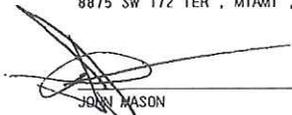
Signed, sealed and delivered in the presence of:


WITNESS PRINTED NAME AND SIGNATURE
John C. Strickroot


SUSAN INSENGA-RIMART (Seal)
-Borrower

8875 SW 172 TER , MIAMI , FL , 33157
(Address)


WITNESS PRINTED NAME AND SIGNATURE
HIRTWA COLETTA


JOHN MASON (Seal)
-Borrower

8875 SW 172 TER , MIAMI , FL , 33157
(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

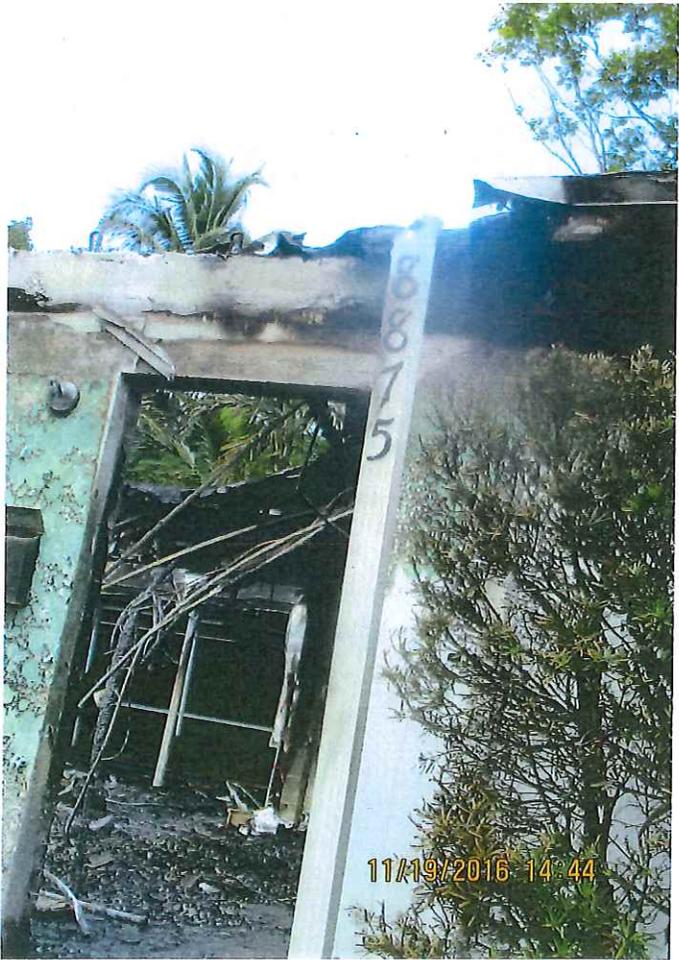
(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)





11/19/2016 14:44



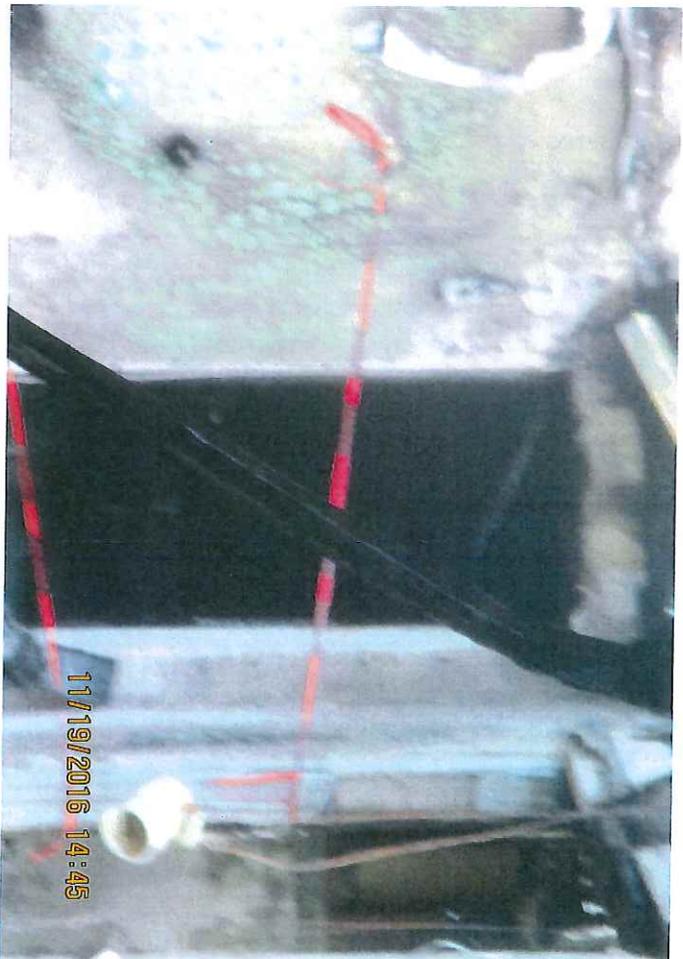
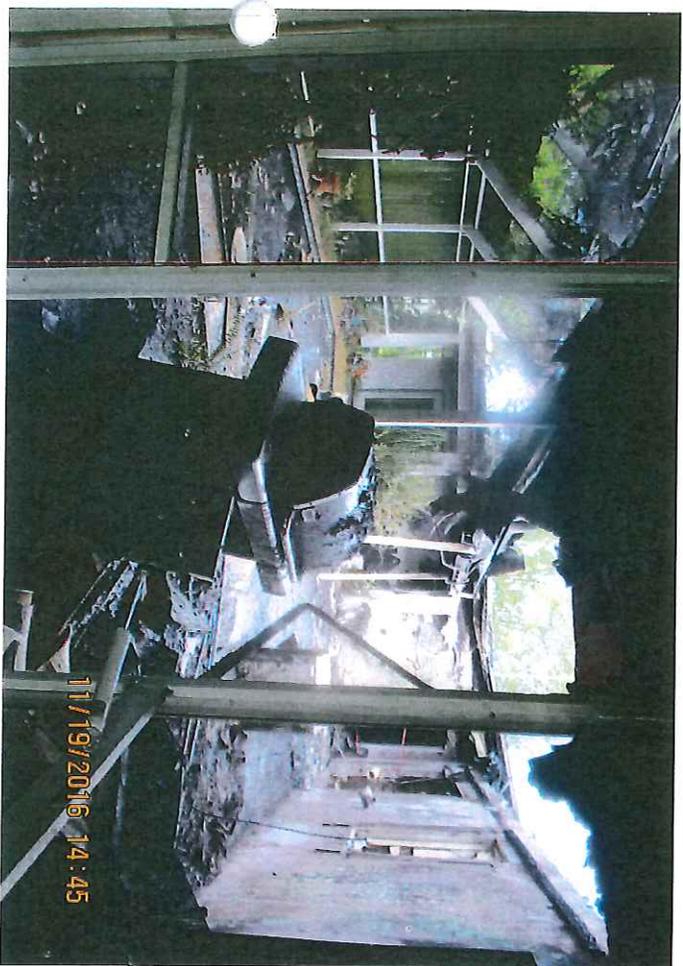
11/19/2016 14:45



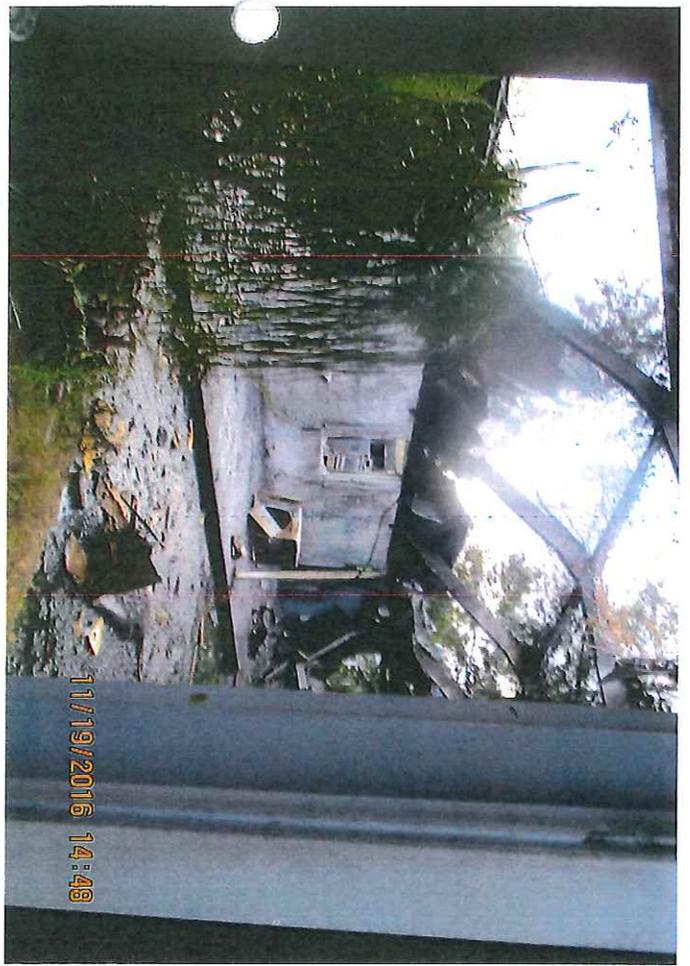
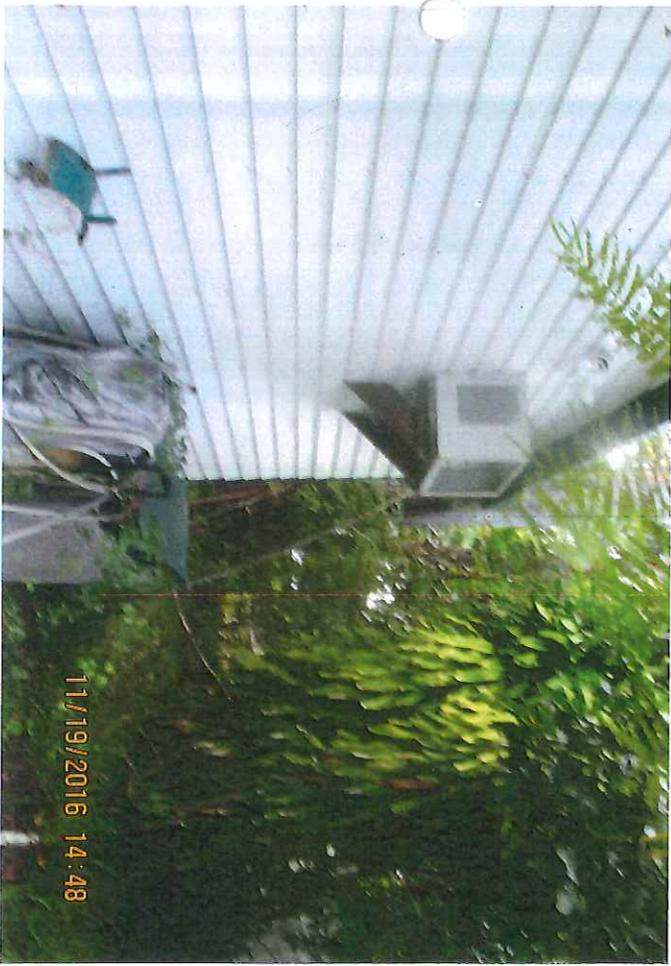
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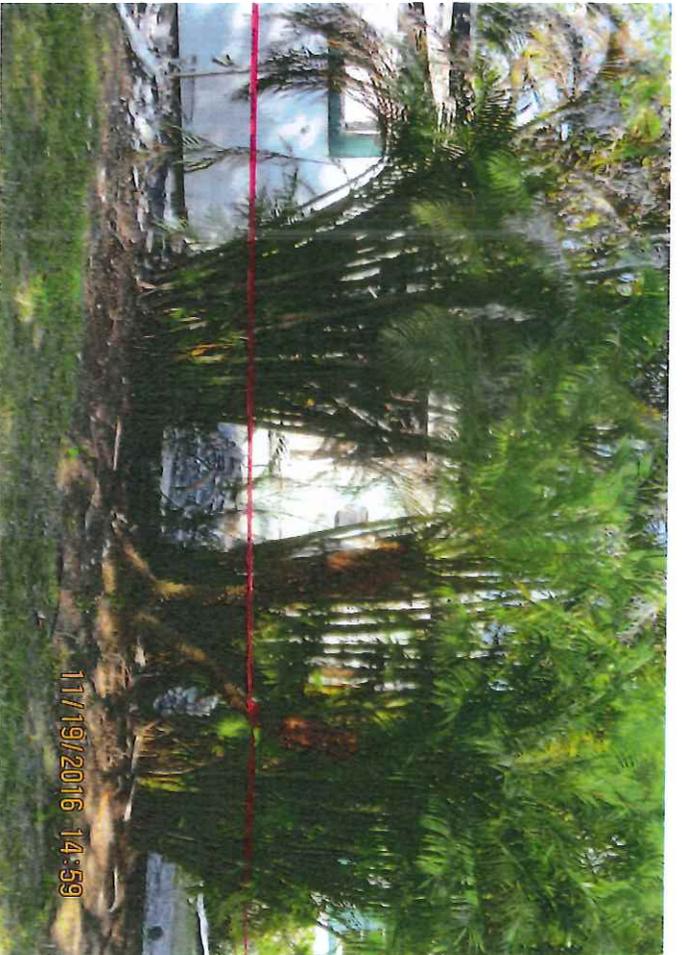
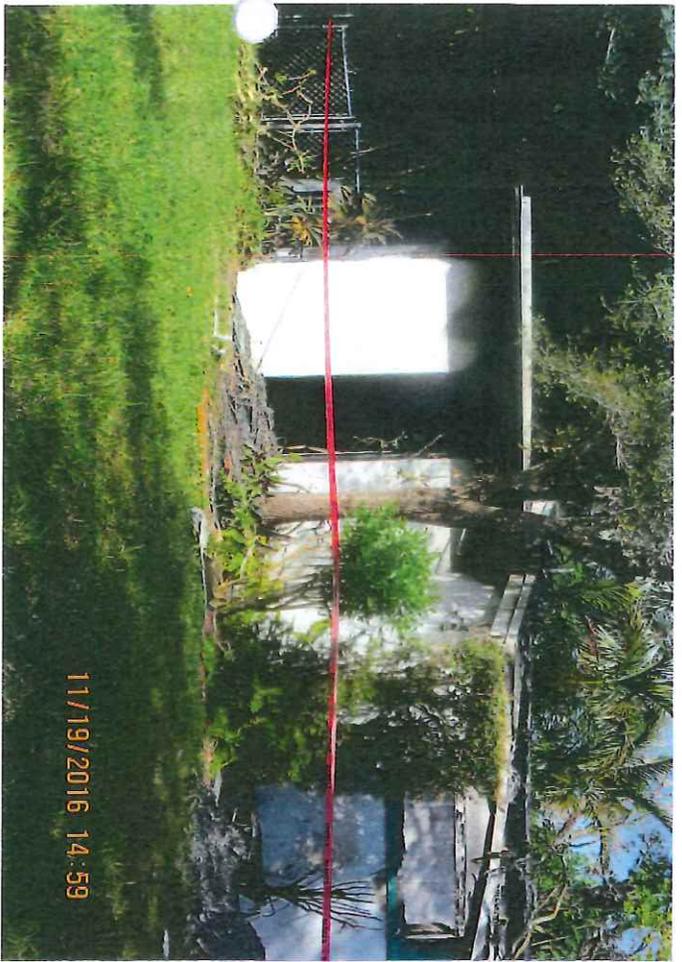


11/19/2016 14:44











VILLAGE OF PALMETTO BAY
UNSAFE BUILDING

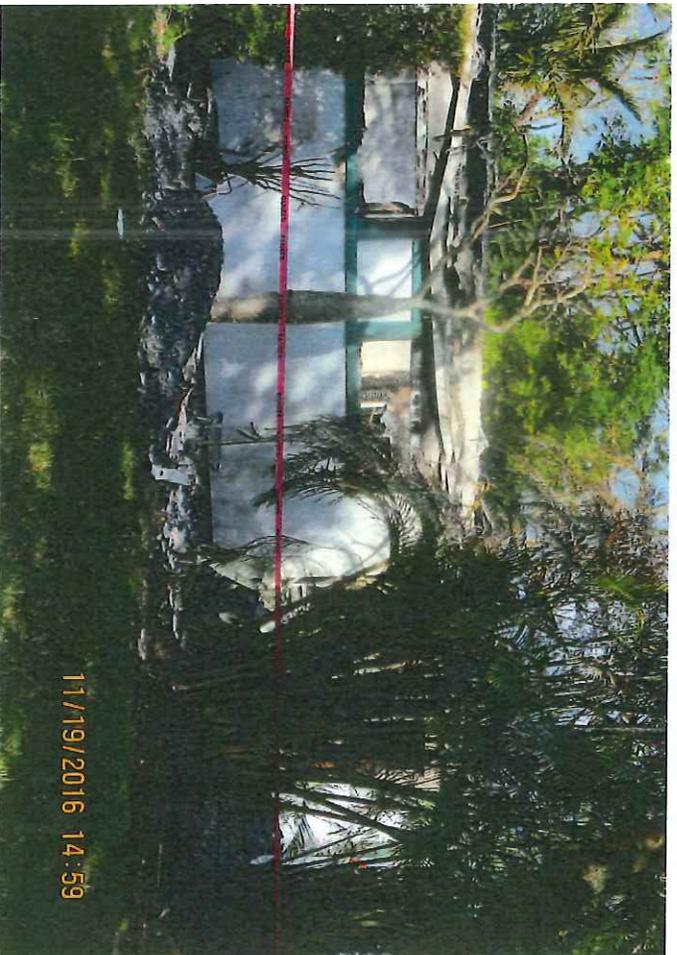
THIS BUILDING OR STRUCTURE IS, IN THE OPINION OF THE BUILDING OFFICIAL, UNSAFE AS DEFINED IN SECTION 8-5 OF THE CODE OF MIAMI-DADE COUNTY. THIS BUILDING SHALL BE VACATED-SHALL NOT BE OCCUPIED. ACTION SHALL BE TAKEN BY THE OWNER AS PRESCRIBED BY WRITTEN NOTICE.

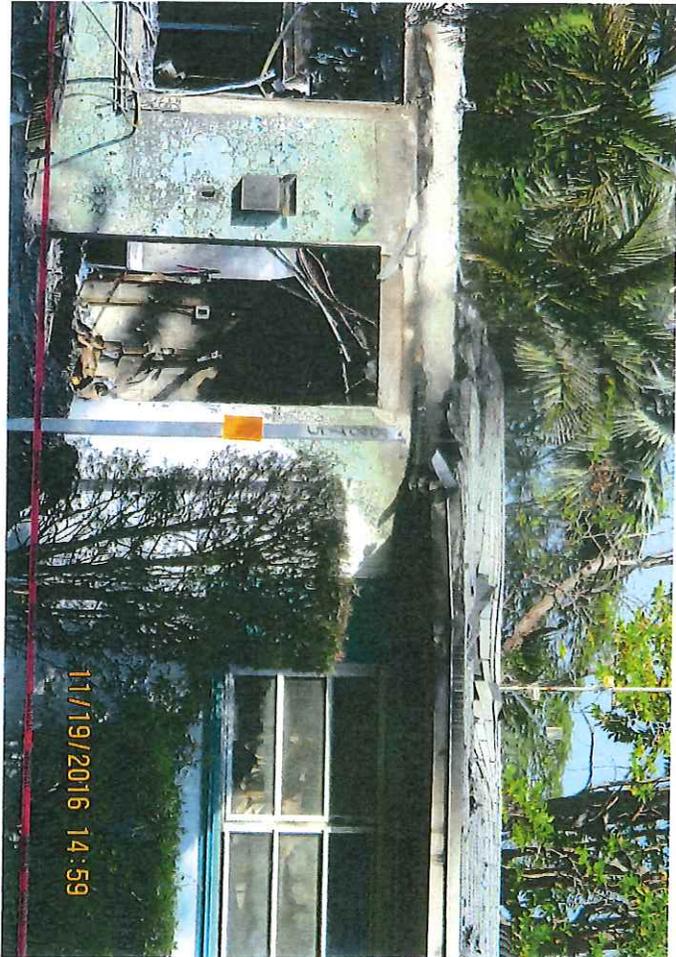
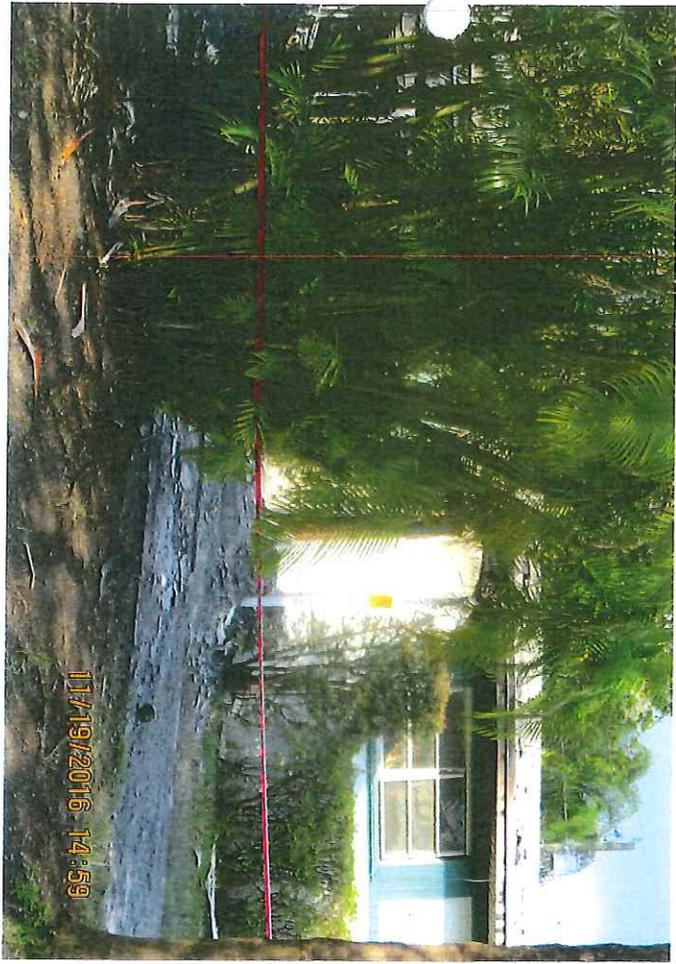
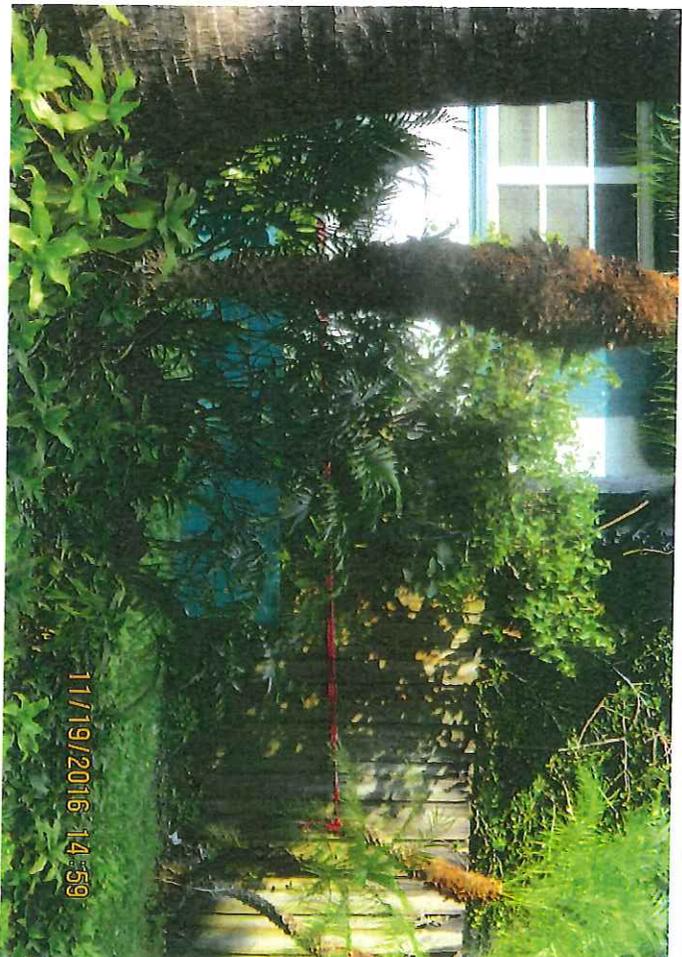
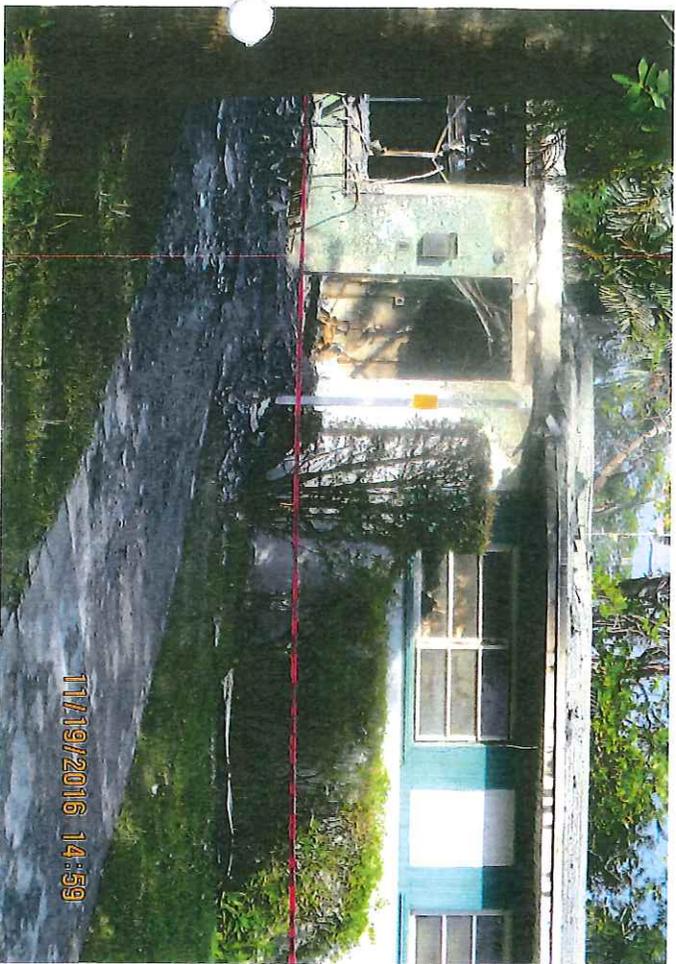
THIS NOTICE SHALL NOT BE REMOVED EXCEPT BY THE BUILDING OFFICIAL.

DATE: 11/19/2016
 OWNER: Susan Barnett
 ADDRESS: 8875 SW 172nd Ave. Lantana, FL 33461
 BY: [Signature]

UNSAFE STRUCTURES UNIT
 VILLAGE OF PALMETTO BAY
 BUILDING & CAPITAL PROJECTS
 9705 E. HIBISCUS STREET
 PALMETTO BAY, FL 33157
 (305) 259-1250 / FAX: 1-866-827-5576

11/19/2016 14:54







VILLAGE OF PALMETTO BAY
BUILDING & CAPITAL PROJECTS
9705 E. Hibiscus St
Palmetto Bay, FL 33157
305-259-1250

November, 20 2016

Name: Susan Rimar

8875 SW 172 Terrace

Palmetto Bay, Florida 33157

NOTICE OF VIOLATION

Property Location: 8875 SW 172 Terrace Palmetto Bay, Florida 33157

Parcel: 33.5033.009.0280

Case: CE.2016.8011

You are hereby notified that an inspection of the above referenced premises disclosed that the structure was deemed to be unsafe and was subsequently posted as an unsafe structure.

Type of Violation: -Observed substantial fire damage to house located at 8875 SW 172 Terrace Palmetto Bay, Florida 33157.

- House is unsecured and a danger to the public.
- House is uninhabitable.
- Observed stagnant water in pool.
- Debris and junk piled up in the structure and exterior of the property.
- Pool barrier not being provided for, or maintained.
- Observed layers of dead dry vegetation on ground and in trees.
- House and property are currently, and have been for some time, in a state of abandonment, and neglect.
- Observed tall grass and tall weeds, along with bee hive on the property.

-You are hereby ordered to secure property within five business days, with a six feet chain link fence to prevent access to the unsafe structure and the property.

- Section.8-5. (a)(2)(5) MDCC
- Section.15-5. (a)MDCC Prohibited Acts
- 27-81. Lot Maintenance -Prohibitions
- Chapter.27-51.VPB-Intent
- Chapter.27-67.VPB-Solid waste
- Chapter.27-68.VPB Flammable Rubbish
- 27-71. (a)(1)(2) a. (b) VPB Property maintenance

REQUIREMENTS FOR CORRECTION

Submit plans as required by the 2010 Florida Building Code and obtain permit for the building, structural replacement of roof wood trusses and sheathing required in order to bring the structure into compliance within 30 days from the posting of this notice.

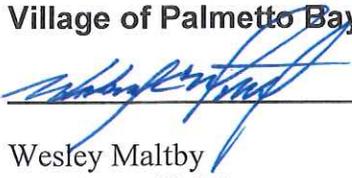
The building shall be brought into full compliance with the Florida Building Code prior to the expiration of the periods provided herein, subject to the provisions of Miami Dade County Code Section 8-5.

In the event that permits and final inspections for the demolition of the unsafe conditions are not completed within 30 calendar days from the date of this notice, and no application for extension is made and approved pursuant to 8-5(g) (8), the building Official will initiate a case to the unsafe structures board for demolition of an unsafe building and will order the disconnection of utilities and order the evacuation of the premises.

2010 Florida Building Code Section 8.5 APPEALS AND REVIEW:

The owner or anyone having an interest in a building or structure which has been determined to be unsafe, and concerning which a Notice of Violation has been served by the Building Official, may appeal the decision of the Building Official as stated in the Notice of Violation, to the Unsafe Structures Board, if such appeal is filed prior to the expiration of the time allowed for compliance specified in such notice; provide, in no event shall appeal period be less than 15 days. Such appeal shall be in writing, addressed to the Secretary of the Unsafe Structure Board, and shall be in the form of a certified statement, stating the reasons for such an appeal and stating wherein they consider the Building Official to be in error. Appeals based on personal or economic hardship will not be considered proper unless the appellant also states wherein the Building Official is believed to be in error. Upon receipt of the appeal, the Secretary of the Board will proceed to notify all parties in interest as to the time and place the Unsafe Structure Board Shall conduct a public hearing on the matter. The procedure for the serving of and the form of notice is provided hereinafter.

Therefore you are hereby directed to notify the Village of Palmetto Bay Building & Capital Department within (30) thirty calendar days from the posting of this notice for the demolition work when said violations have been corrected. Failure to make corrections will result in the Building Official immediately ordering the disconnection of utility services to the building and commence an unsafe structure case to the Miami-Dade Unsafe Structures Board, and the issuance of a \$250.00 fine and additional daily fines as prescribed in Miami-Dade County and Village of Palmetto Bay Code.



Wesley Maltby
Building Official
Building and Capital Projects

STATE OF FLORIDA)

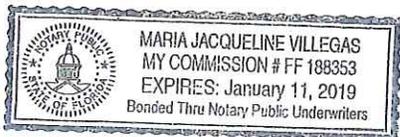
COUNTY OF MIAMI-DADE)

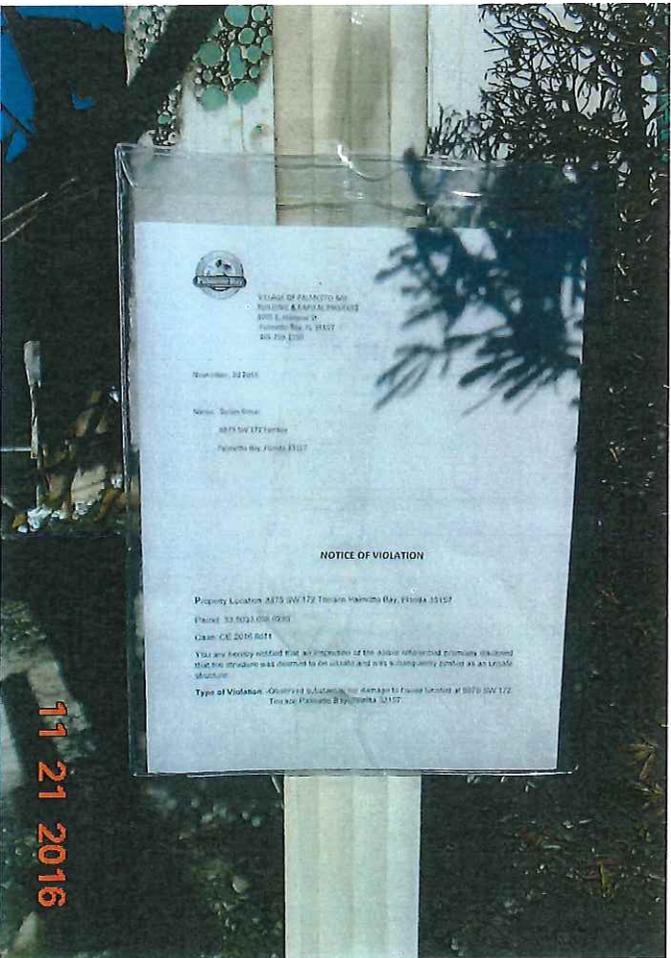
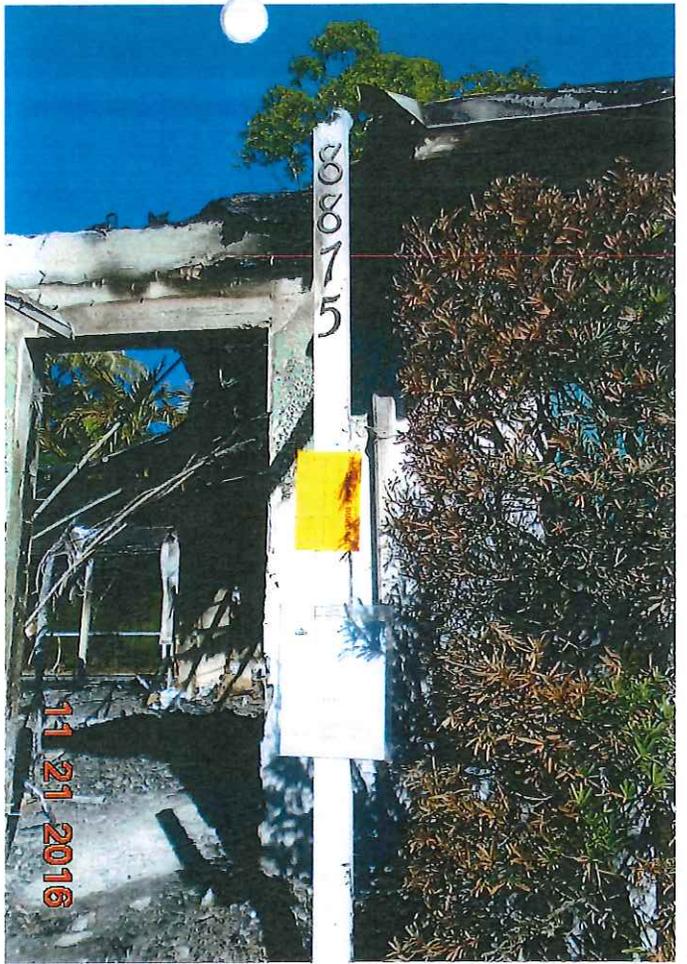
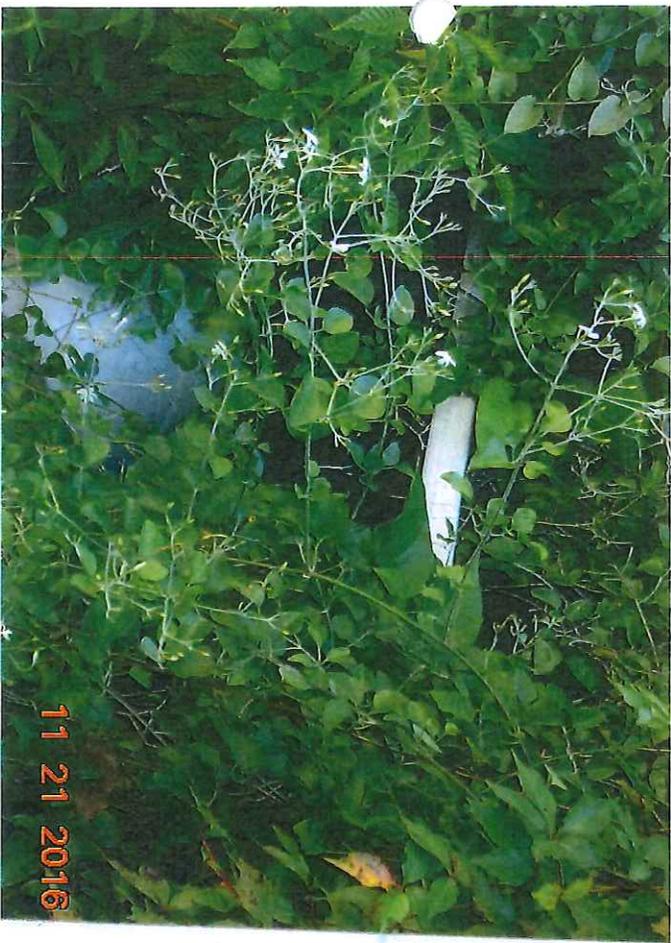
I HEREBY CERTIFY that on this day personally appeared before me _____, who is personally known to or has produced _____(type of identification) as identification and he/she executed the foregoing, freely and voluntarily for purposes therein expressed.

SWORN TO AND SUBSCRIBED before me on this 21 day of Nov, 2016.



NOTARY PUBLIC—STATE OF FLORIDA





VILLAGE OF PALMETTO Bay
 BUILDING & SAFETY DIVISION
 800 E. Highway 9
 Palmetto Bay, FL 33417
 407-750-2100

Number: 222015

Name: Susan Brock
 Address: 2075 SW 172 Street
 Palmetto Bay, Florida 33417

NOTICE OF VIOLATION

Property Location: 2075 SW 172 Street Palmetto Bay, Florida 33417
 Phone: 33-502-0101-0201
 Case: CE 2016 0611

You are hereby notified that an inspection of the above referenced premises revealed that the structure was deemed to be unsafe and was subsequently zoned as an unsafe structure.

Type of Violation: Observed substantial fire damage to frame located at 2075 SW 172 Street Palmetto Bay Florida 33417

UNSAFE BUILDING

VILLAGE OF PALMETTO BAY

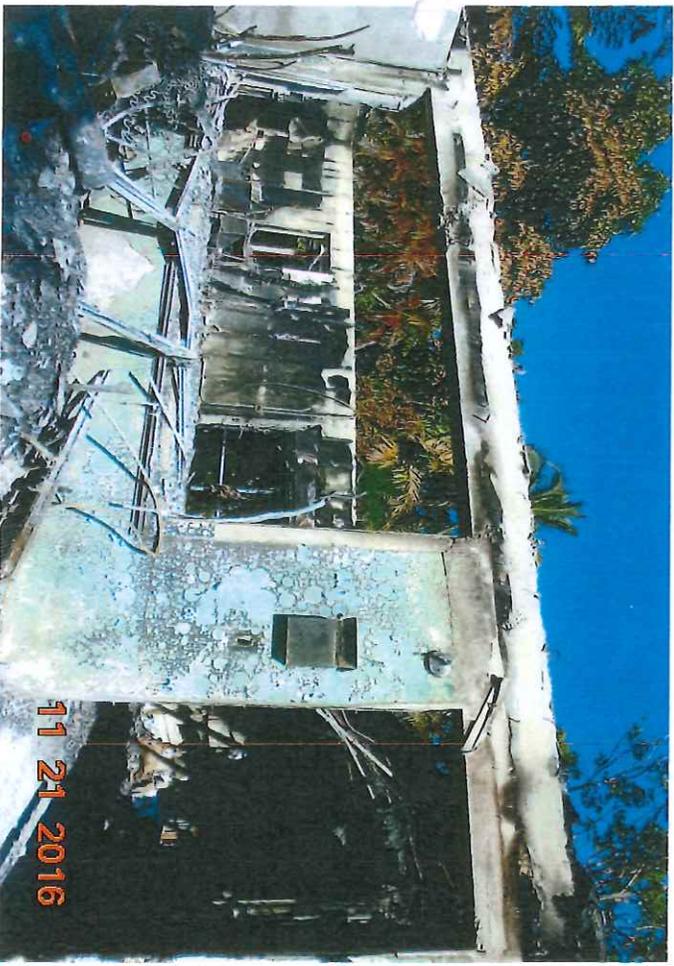
THIS BUILDING OR STRUCTURE IS, IN THE OPINION OF THE BUILDING OFFICIAL, UNSAFE UNDER SECTION 65.09 OF THE CODE OF MUNICIPAL ORDINANCE. THIS BUILDING SHALL BE VACATED AND NOT BE OCCUPIED UNTIL SUCH AS ORDER BY THE OFFICIAL AS PRESCRIBED BY WRITTEN NOTICE.

THIS NOTICE SHALL NOT BE REMOVED EXCEPT BY THE BUILDING OFFICIAL.

DATE: 11/21/2016

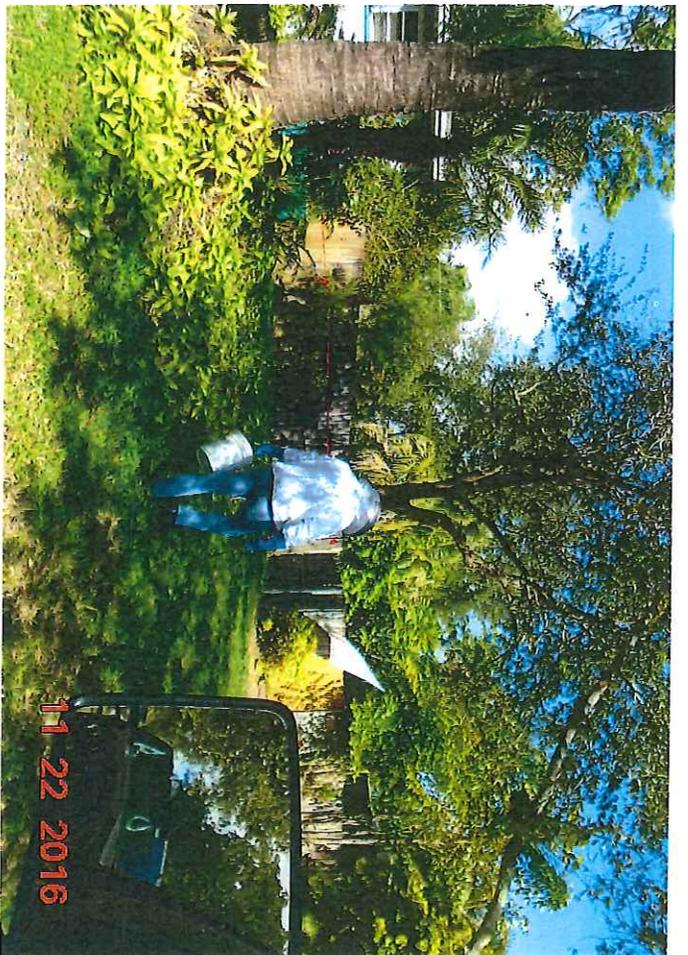
OWNER: Susan Brock
 ADDRESS: 2075 SW 172 Street
 PALMETTO BAY, FL 33417

ISSUED BY: [Signature]
 BUILDING OFFICIAL
 VILLAGE OF PALMETTO BAY
 PALMETTO BAY, FL 33417

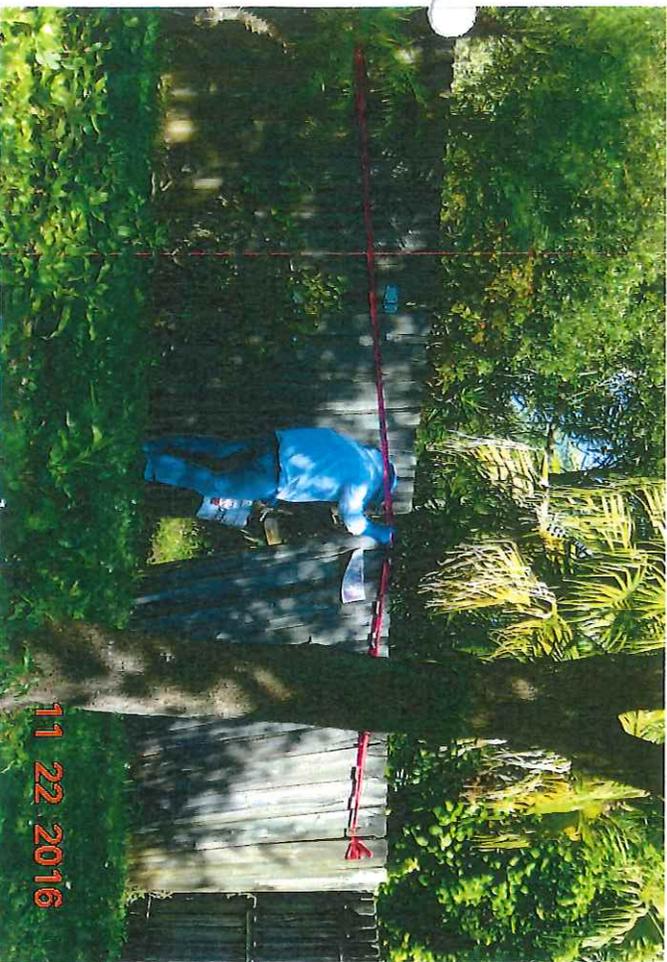




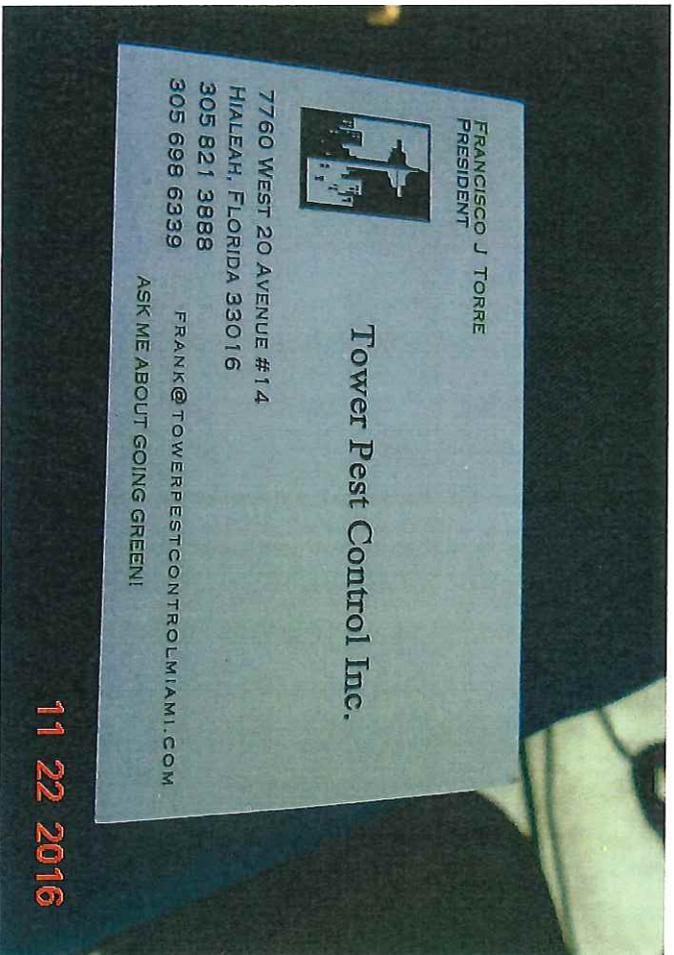
11 22 2016



11 22 2016



11 22 2016



FRANCISCO J TORRE
PRESIDENT



Tower Pest Control Inc.

7760 WEST 20 AVENUE #14
HIALEAH, FLORIDA 33016
305 821 3888
305 698 6339

FRANK@TOWERPESTCONTROLMIAMI.COM
ASK ME ABOUT GOING GREEN!

11 22 2016

Allen White

From: mrimart@aol.com
Sent: Sunday, November 27, 2016 10:43 AM
To: Allen White
Subject: Pertaining to Susan Rimart

Hello Allen,

This is Michelle Rimart, we met last Sunday outside Susan Rimarts house regarding the fire and that she was my sister. I am attempting to contact you to see if you might be able to help me out with finding an efficiency Susan said she was going to be moving into. She said it is 3miles from her home, next to the park and that a mother and daughter lived in the home owning the efficiency. I would like to locate them to let them know what happened and assure they know to look for another tenant for that efficiency. If you could please email me back if you are able to find any information or feel free to call my cell at (305)431-3853. Thank you again.

Best regards,
Michelle Rimart

Vanessa Bencomo

From: Allen White
Sent: Sunday, November 27, 2016 11:50 AM
To: mrimart@aol.com
Cc: Vanessa Bencomo
Subject: RE: Pertaining to Susan Rimart

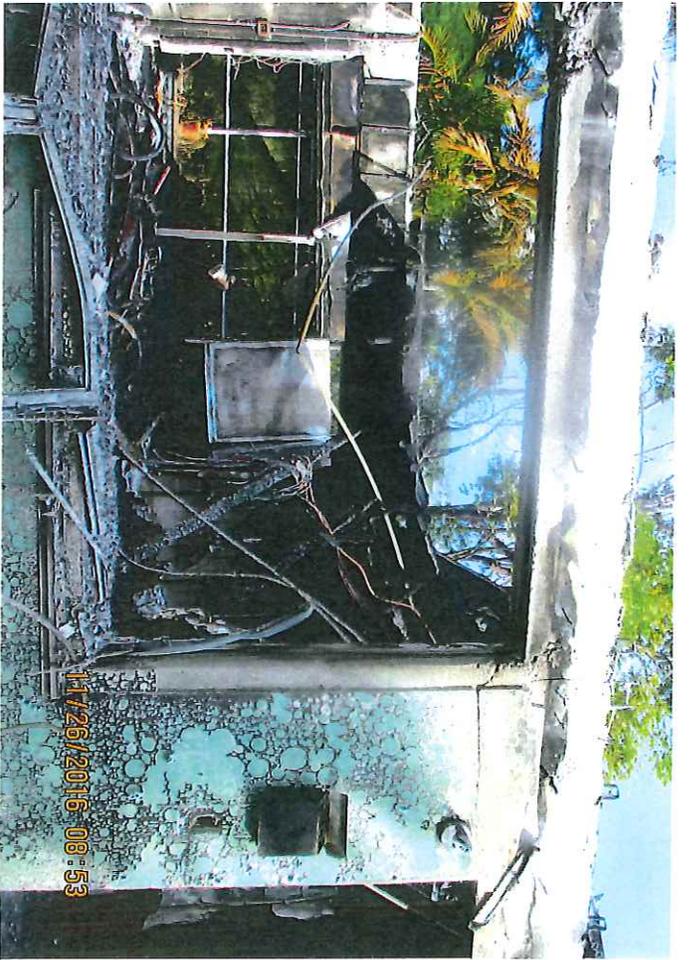
-Good morning Michelle,
-Not sure if I can help with locating the efficiency you speak of without further information.
-Also be advised Lieutenant Forrester with MDCFR showed up on site later on in the afternoon last Sunday, and advises your sister had belongings still on site.
-I did leave the Lieutenant a message to see if he could be specific to the location of said belongings.
-I left you a voice message earlier with my contact information, please feel free to contact me if you need something.
-Respectfully,
-Allen

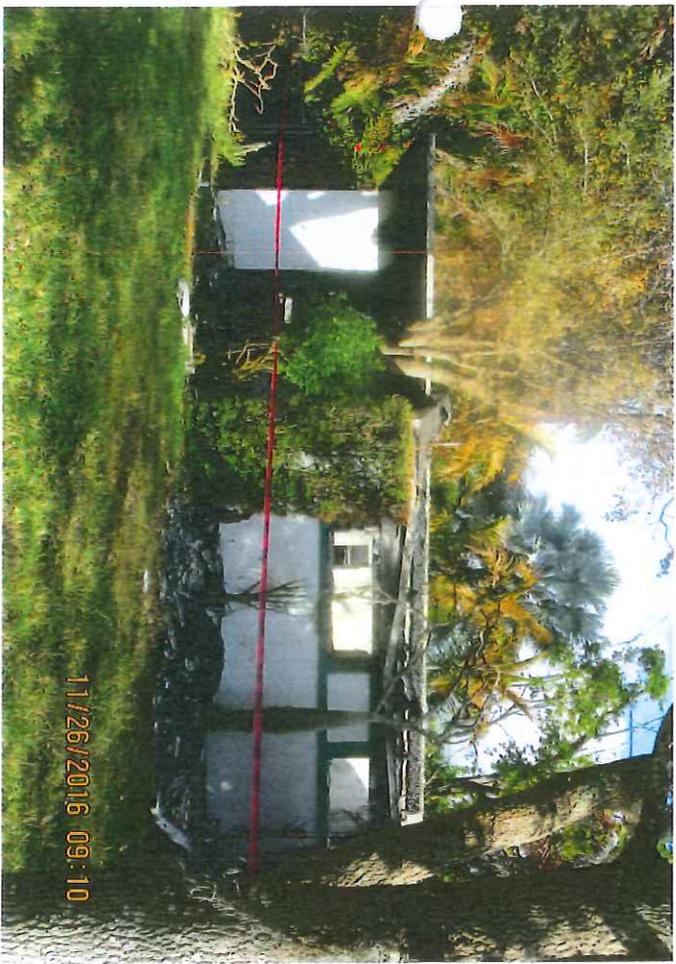
From: mrimart@aol.com [<mailto:mrimart@aol.com>]
Sent: Sunday, November 27, 2016 10:43 AM
To: Allen White
Subject: Pertaining to Susan Rimart

Hello Allen,

This is Michelle Rimart, we met last Sunday outside Susan Rimarts house regarding the fire and that she was my sister. I am attempting to contact you to see if you might be able to help me out with finding an efficiency Susan said she was going to be moving into. She said it is 3miles from her home, next to the park and that a mother and daughter lived in the home owning the efficiency. I would like to locate them to let them know what happened and assure they know to look for another tenant for that efficiency. If you could please email me back if you are able to find any information or feel free to call my cell at (305)431-3853. Thank you again.

Best regards,
Michelle Rimart





U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total \$

Sent \$

City \$

Street \$

City \$

SUSAN RIMART
 8875 SW 172 TERR
 MIAMI, FL 331574559
 CE-2016-8011
 NOV

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 0600 0000 4068 4950



7016 0600 0000 4068 4950

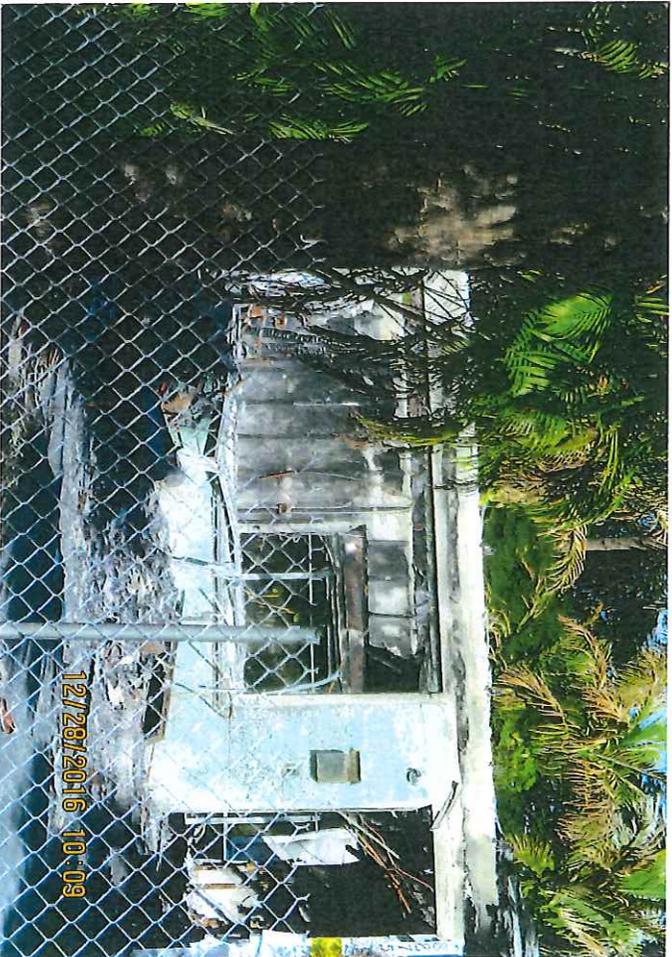
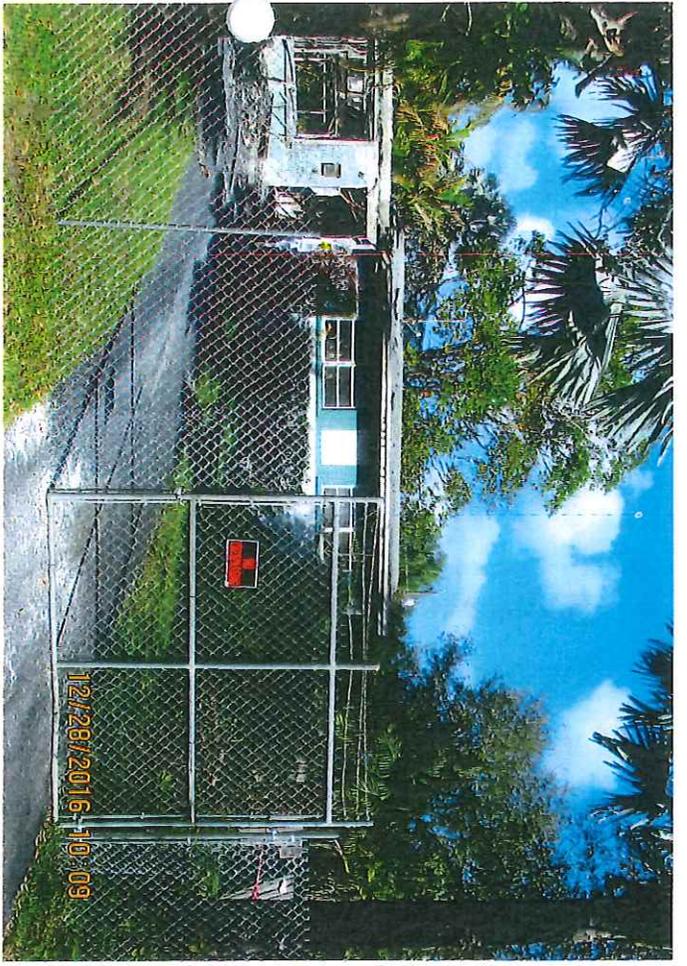
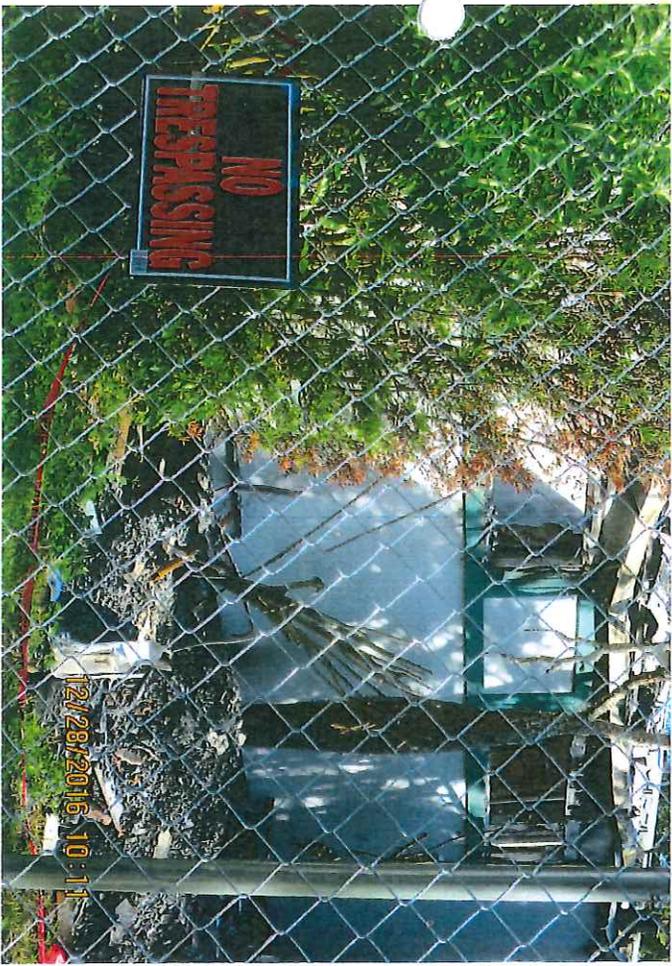


Deceats

SUSAN RIMART
 8875 SW 172 TERR
 MIAMI, FL 331574559
 CE-2016-8011
 NOV NIXIE

333 SE 1 0012 / 09 / 15
 RETURN TO SENDER
 NOT DELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD
 BC: 33157560605 *2506-04501-24-01

UTF
 956724559





AFFIDAVIT OF SERVICE/POSTING

VILLAGE OF PALMETTO BAY,
FLORIDA
Petitioner,

Case Number: **CE-2016-8011**

vs.

SUSAN RIMART

Respondent (s) _____ /

BEFORE ME, the undersigned authority, personally appeared ALLEN WHITE, Code Compliance Inspector for the Village of Palmetto Bay who, after being duly sworn, deposes and says:

1. I am a Code Compliance Inspector for the Village of Palmetto Bay.
2. *December 13, 2016*, I posted a copy of the attached NOTICE OF LIEN on the following described property:

8875 SW 172 TER

FURTHER AFFIANT SAYETH NOT,

ALLEN WHITE, Code Compliance Inspector

STATE OF FLORIDA)

SS:

COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me this 13 day of December 2016 by Allen White, who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

Signature of Notary Public of Florida



POSTING NOTICE

Date of posting 12/13/2016

Case Number CE-2016-8011

THIS PROPERTY IS IN VIOLATION OF THE CODE OF THE VILLAGE OF PALMETTO BAY. ATTEMPTS TO SERVE THE ATTACHED NOTICE BY CERTIFIED MAIL AND/OR REGULAR MAIL AND/OR HAND DELIVERY WERE MADE PRIOR TO OR CONCURRENTLY WITH POSTING OF THIS NOTICE. ACCORDINGLY, THIS CASE HAS A BALANCE OF \$200.00 FOR BEE HIVE REMOVAL AND \$250.00 FOR ADMINISTRATIVE FEES BY THE VILLAGE OF PALMETTO BAY, SHOULD YOU REQUIRE ANY ADDITIONAL INFORMATION, PLEASE CALL THE VILLAGE OF PALMETTO CODE COMPLIANCE DIVISION.

Code Compliance Inspector

Building and Capital Projects
9705 E Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432



NOTICE OF LIEN

December 13, 2016

SUSAN RIMART
8875 SW 172 TERR
MIAMI, FL 331574559

**RE: NOTICE OF LOT CLEARING PURSUANT TO CHAPTER 27
OF THE VILLAGE'S CODE OF ORDINANCES
CASE NUMBER: CE-2016-8011
PROPERTY ADDRESS: 8875 SW 172 TER, Palmetto Bay, Florida
FOLIO NO.: 3350330090280**

Our records indicate that the above referenced Invoice in the amount of \$200.00 for BEE HIVE REMOVAL service on 11/21/2016, by Code Enforcement remains unpaid as of this day. Enclosed is a copy of the invoice for the hard costs associated with removal at the property.

A lien will be recorded with the Miami-Dade County office of the Clerk of Circuit and County Court against your personal and real estate property, if payment is not received by January 3, 2016.

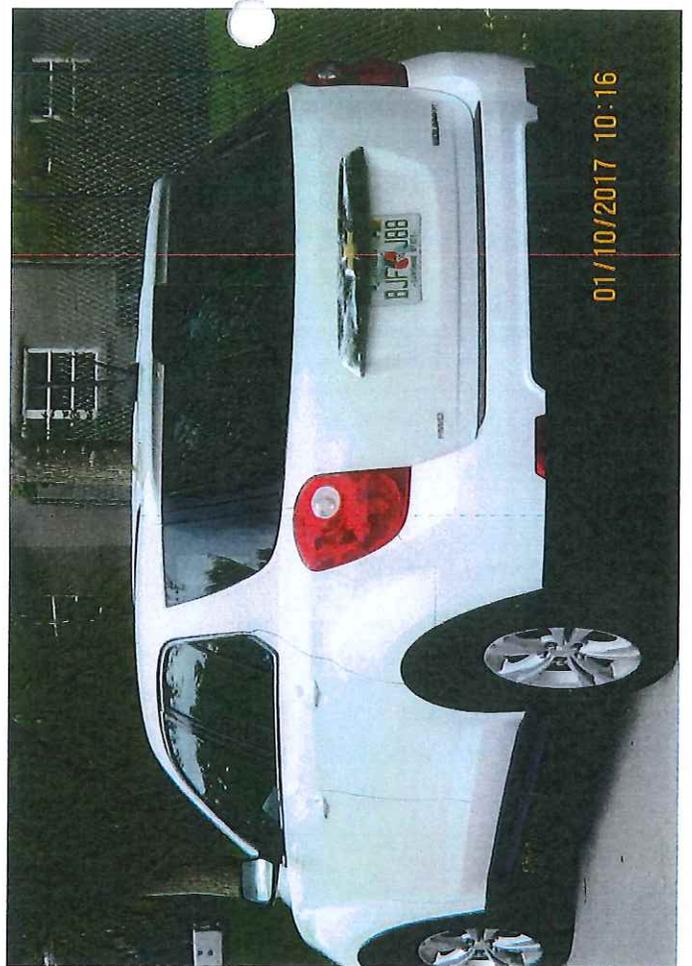
If you have any questions, please feel free to call this office at (305) 259-1272 Monday through Friday between 8:30 A.M. and 5:00 P. M.

Your cooperation will be greatly appreciated.

Sincerely,

Vanessa Bencomo,
Building and Capital Projects
Code Compliance Coordinator
Enclosure
cc: File

9705 E. Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432





01/10/2017 10:16



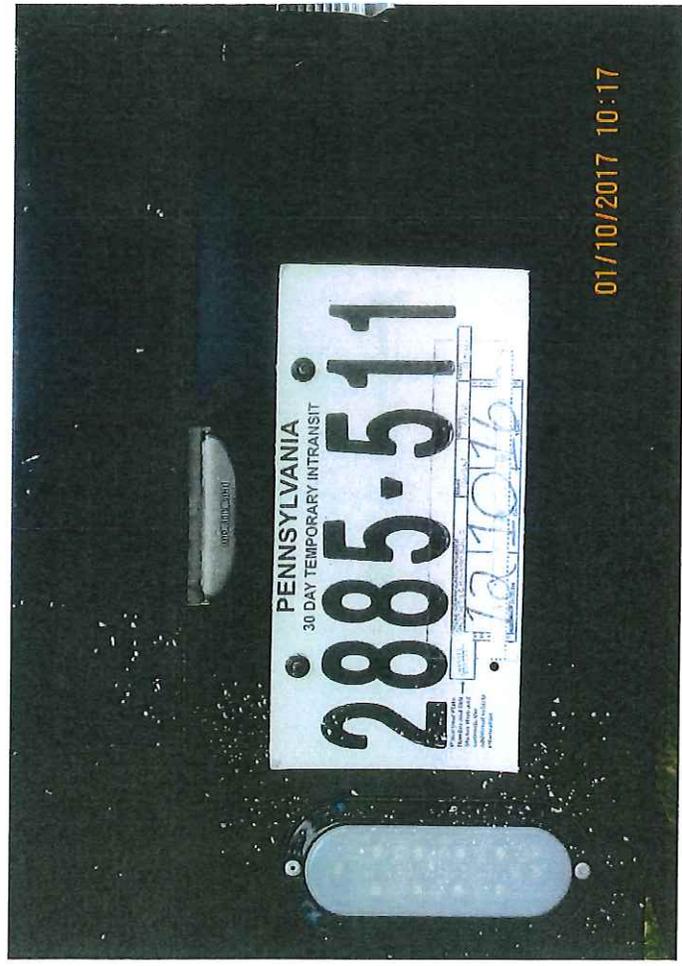
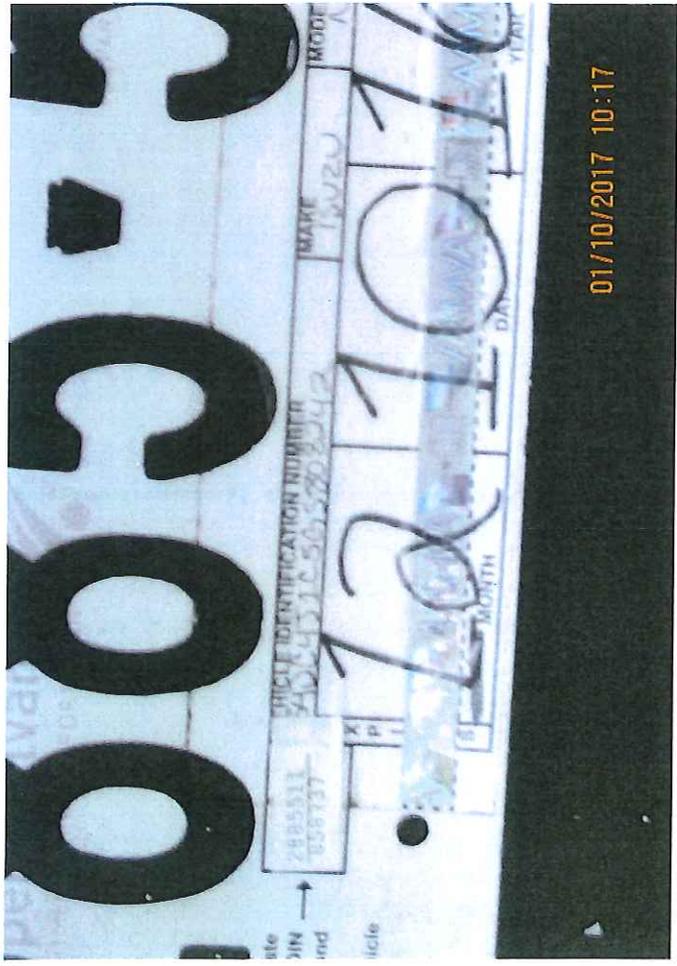
01/10/2017 10:17



01/10/2017 10:16



01/10/2017 10:17



10:56:48 AM 1/10/2017

Licensee Details

Licensee Information

Name: **NEWMAN, ARTHUR MITCHELL (Primary Name)**
BELFOR USA GROUP, INC. (DBA Name)

Main Address: **16621 SWEET BAY DRIVE**
DELRAY BEACH Florida 33445

County: **PALM BEACH**

License Mailing:

LicenseLocation: **185 OAKLAND AVENUE, SUITE 150**
BIRMINGHAM MI 48009

County: **OUT OF STATE**

License Information

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGC046432**

Status: **Current,Active**

Licensure Date: **03/25/1989**

Expires: **08/31/2018**

Special Qualifications **Qualification Effective**
Construction Business **02/20/2004**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

[2601 Blair Stone Road, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida, Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

Complaint Details

Below is a listing of public complaints regarding the person or entity selected. This may not reflect all public complaints filed with the Department; for example, all against Community Association Managers (CAMs) are available to the public, regardless of whether any appear below, and may be requested directly from the Department. The Department is also precluded from disclosing any complaints which are confidential pursuant to Florida Statutes.

If you would like a full list of public complaints against an individual or entity or to make a public records request for complaints listed please visit our [Public Records](#)

You can search for public records pertaining to unlicensed activity complaints through an additional database by visiting our [Search Unlicensed Activity Complaints](#). For more information about CAM complaints, please visit the [CAMs page](#).

Name: NEWMAN, ARTHUR MITCHELL

The Status and Discipline Description below is only the status of a complaint. To see the status of this license select the "Back" button to return to the Licensee Details

Number	Class	Incident Date	Status	Disposition	Disposition Date	Discipline Date - Description
2004054422	Unlicensed Activity	11/08/2004	Closed	Insufficient Evidence	12/26/2005	
9217034	Licensed Activity Investigations	11/30/1992	Closed	Insufficient Evidence to Prosecute	11/30/1995	

[2601 Blair Stone Road, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.467.1395

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Name: NEWMAN, ARTHUR MITCHELL

The Status and Discipline Description below is only the status of a complaint. To see the status of this license select the "Back" button to return to the Licensee Details

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[2601 Blair Stone Road, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. * Pursuant to Section 455.375(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.



CFN 2017R0017254
OR BK 30380 Pgs 2074-2076 (3Pgs)
RECORDED 01/11/2017 11:39:47
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:
Dexter Lehtinen,
Office of Village Attorney
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, FL 33157

(Space Reserved for Clerk of Court)

CLAIM OF LIEN – SPECIAL ASSESSMENT PRIORITY

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

BEFORE ME, the undersigned authority, personally appeared **EDWARD SILVA** who, being duly sworn, deposes and says that:

1. He is the Village Manager of the Lienor, the **VILLAGE OF PALMETTO BAY, Florida**, a municipal corporation incorporated under the laws of the State of Florida, address at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.
2. In accordance with the authority granted Lienor by the Florida Statutes and the Municipal Code of the Village, a **Lien with Special Assessment Priority as recognized under section 170.09, Florida Statutes, and as provided under the Village’s Code of Ordinances, sections 2-205(i)(2) and 27-03**, is hereby imposed for failure to comply lawfully imposed fine for the lot maintenance violation under Chapter 27-03, of the Village of Palmetto Bay’s Code of Ordinances, for the costs associated with the clean-up of the property by the Village of Palmetto Bay. Attached hereto is the invoice for the costs associated with clean-up.
3. This Lien, with Special Assessment priority, is imposed in the amount of **\$200.00** plus recording fees, which remains unpaid as of this date (**11/22/2016**), together with an additional fine of **\$ 00.00** per day which shall continue to accrue until the violator, **SUSAN RIMART** comes into compliance or until a judgment is rendered in a suit to foreclose this Lien with special assessment priority, against the real property known as **8875 SW 172 TER**, and whose legal description is **33 55 40BENSON PARK PB 64-128LOT 8 BLK 3LOT SIZE 120.000 X 128OR 14092-3354 0489 1F/A/U 30-5033-009-0280 FOLIO NO. 3350330090280**.
4. The Village of Palmetto Bay does impose and claim Certified Lien with Special Assessment Priority for said services from the first day of **11/22/2016** with interest thereon at a rate of 18% per annum.



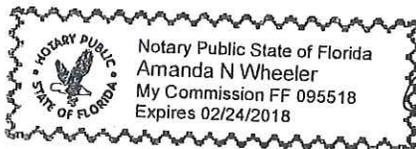
(Space Reserved for Clerk of Court)

5. A Notice of Lien with special assessment priority was posted to the record owner SUSAN RIMART, of the aforementioned real property, to-wit: 8875 SW 172 TER, Palmetto Bay, Florida 33157 by method of posting on the 13 day of DECEMBER, 2016.

VILLAGE OF PALMETTO BAY

By 
Edward Silva C.B.O., R.A.C.F.M
Village Manager

The foregoing instrument was acknowledged before me this 4 day of January, 2017 by EDWARD SILVA who is () personally known to me or () who produced _____ as identification.

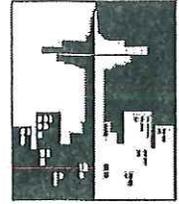



Notary Public, State of Florida
My Commission expires:



Tower Pest Control
 7760 WEST 20TH AVENUE
 Bay 14
 HIALEAH, FL 33016 US
 (305) 821-3888
 jessica@towerpestcontrolmiami.com

Invoice



BILL TO
 Village of Palmetto Bay
 9705 E Hibiscus Street
 Palmetto Bay, FL 33157

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1116.404	11/22/2016	\$200.00	11/22/2016	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
beerem1 Bee Eradication Service including but not limited to the elimination of bee colonies and/or swarms, Location: 8875 SW 172 TER. Called in By: Vanessa Bencomo Code Compliance Coordinator Village of Palmetto Bay Building and Capital Projects 9705 E. Hibiscus Street Palmetto Bay, Florida 33157 305-259-1272 Office 786-338-7432 Fax	1	200.00	200.00

BALANCE DUE **\$200.00**

STATE OF FLORIDA, COUNTY OF DADE
 I HEREBY CERTIFY that this is a true copy of the
 original filed in this office on 11/22/16 day of
NOVEMBER, A.D. 20
 WITNESS my hand and Official Seal.
 HARVEY RUVIN, CLERK of Circuit and County Courts
 By [Signature] D.C.



[Signature]
 Wesley Maltby



CFN 2017R0017811
OR BK 30380 Pgs 2009-2010 (2Pgs)
RECORDED 01/11/2017 11:39:47
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:
Vanessa Bencomo,
Code Compliance Coordinator
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, FL 33157

(Space Reserved for Clerk of Court)

ANNUAL NOTICE OF LOT MAINTENANCE VIOLATION AND POSSIBLE SPECIAL ASSESSMENT PRIORITY LIEN

Date: November 26, 2016

Name of Owner: SUSAN RIMART
Address of Owner: 8875 SW 172 TER
MIAMI, FL 33157

Re: Violation of Ordinance No. 2010-12, Section 27-82, Village's Code of
Ordinances Relating to Lot Maintenance
Property Address: 8875 SW 172 TER
Name of Owner on Tax Rolls: SUSAN RIMART
Folio Number: 3350330090280
Legal Description: 33 55 40BENSON PARK PB 64-128LOT 8 BLK 3LOT
SIZE 120.000 X 128OR 14092-3354 0489 1F/A/U 30-
5033-009-0280

Dear Sir or Madam:

As the registered property owner per Miami-Dade County tax rolls of the above described property, you are hereby notified that an inspection discloses that you are in violation of the Village's Code of Ordinances, Chapter 27, relating to lot maintenance. Specifically, the property is in the following condition: failure to maintain lot and pool, violating Section 27-51.

The Village's Ordinances, as implemented, relating to garbage and other solid waste, requires that your property be kept in a safe, clean condition, not allowing the accumulation of any of the following: solid waste, biological, hazardous or industrial waste, tires, stagnant water, a dense growth of trees, vines and underbrush, or to allow a growth of grass, weeds or bushes over one foot (1 ft.) in height, or to allow the existence of depressions or excavations wherein water may accumulate on any lot, tract or parcel of



Recorded Annual Notice of Lot Maintenance Violations
Pursuant to Chapter 27, of the Village's Code of Ordinances
Page 2 of 2

land, or pool, within the Village to such an extent that it constitutes a menace to life, property, the public health, and public welfare or creates a fire hazard.

You are directed to correct said violation within five (5) days of receipt of this notice and to notify this office that the violation has been corrected. Failure to do so will cause the Village of Palmetto Bay to clean the property therefore imposing a special assessment lien against the property, including the payment of all costs of collection, penalties, lien amounts and administrative fees. The Village may also exercise the option of foreclosure on your property.

This notice, which shall be recorded in the official records of Miami-Dade County, will be the only notice given to you in a period of one (1) year from this date. Any other violations occurring under this section shall be remedied by the Village without further notice. Please note that the Village shall be entitled to collect an administrative fee of \$250.00, due to each clean-up caused by the property owner's failure to clean the site, in addition to all hard costs associated with the special assessment clean-up costs.

If you have any questions, please feel free to call this office at (305) 259-1272 Monday through Friday between 7:30 A.M. and 4:00 P.M.

Your cooperation will be greatly appreciated.

Sincerely,

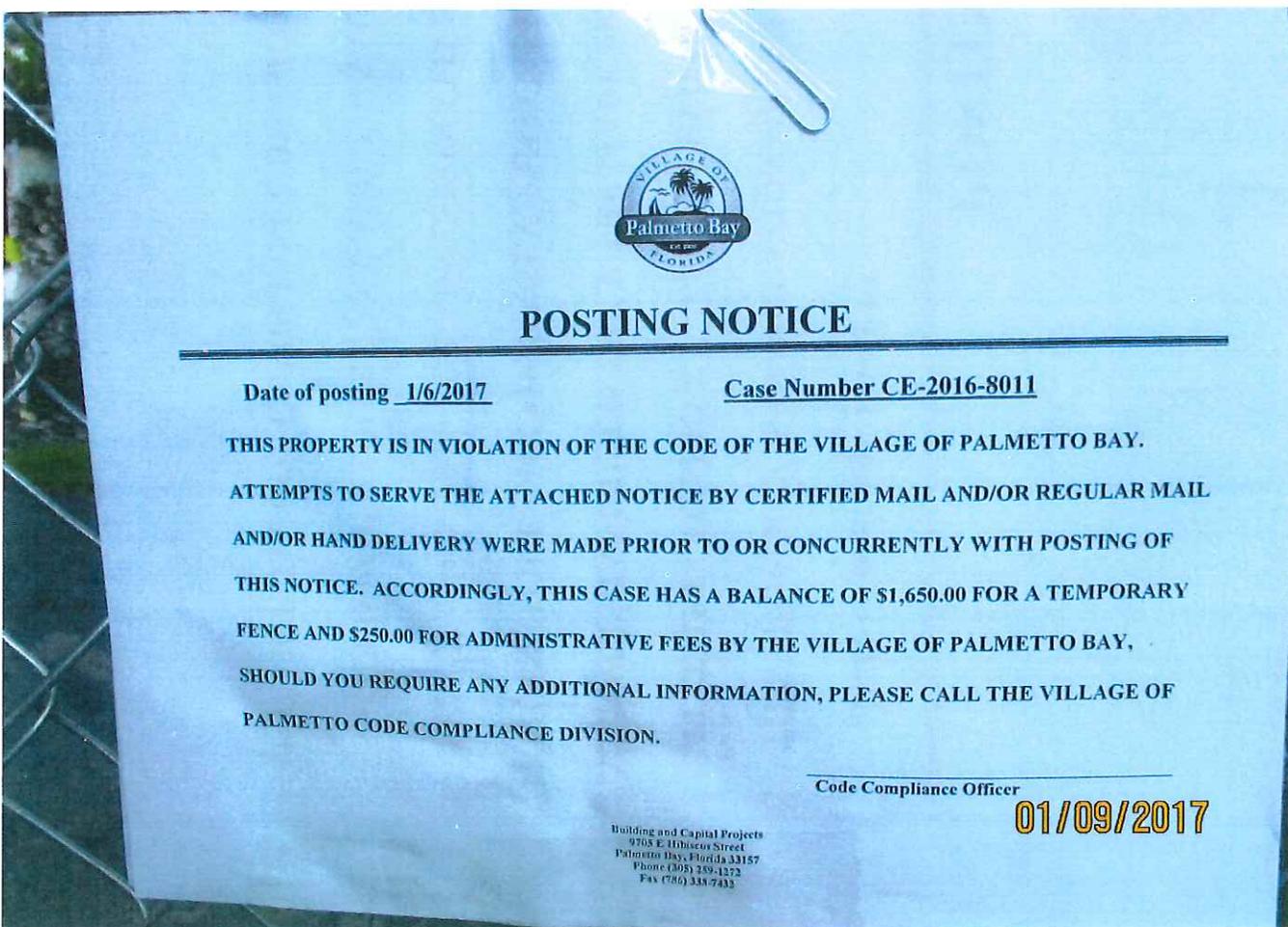
Allen White
Code Compliance Officer,
Village of Palmetto Bay
Building and Capital Projects

The foregoing instrument was acknowledge before me this 26 day of Nov, 2016 by Allen white who is () personally known to me or () who produced as identification.

Maria Jacqueline Villegas
Notary Public, State of Florida
STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on JAN 11 2017 day of AD 20
WITNESS my hand and Official Seal
Harvey... Clerk, of Circuit and County Courts



9705 E Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432





POSTING NOTICE

Date of posting 1/6/2017

Case Number CE-2016-8011

THIS PROPERTY IS IN VIOLATION OF THE CODE OF THE VILLAGE OF PALMETTO BAY. ATTEMPTS TO SERVE THE ATTACHED NOTICE BY CERTIFIED MAIL AND/OR REGULAR MAIL AND/OR HAND DELIVERY WERE MADE PRIOR TO OR CONCURRENTLY WITH POSTING OF THIS NOTICE. ACCORDINGLY, THIS CASE HAS A BALANCE OF \$1,650.00 FOR A TEMPORARY FENCE AND \$250.00 FOR ADMINISTRATIVE FEES BY THE VILLAGE OF PALMETTO BAY, SHOULD YOU REQUIRE ANY ADDITIONAL INFORMATION, PLEASE CALL THE VILLAGE OF PALMETTO CODE COMPLIANCE DIVISION.

Code Compliance Officer

Building and Capital Projects
9705 E Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432



NOTICE OF LIEN

January 6, 2017

SUSAN RIMART
8875 SW 172 TERR
MIAMI, FL 331574559

**RE: NOTICE OF LOT CLEARING PURSUANT TO CHAPTER 27
OF THE VILLAGE'S CODE OF ORDINANCES
CASE NUMBER: CE-2016-8011
PROPERTY ADDRESS: 8875 SW 172 TER, Palmetto Bay, Florida
FOLIO NO.: 3350330090280**

Our records indicate that the above referenced Invoice in the amount of \$1,650.00 for a temporary fence installed on 12/22/2016, by Code Enforcement remains unpaid as of this day. Enclosed is a copy of the invoice for the hard costs associated with clean up of the property.

A lien will be recorded with the Miami-Dade County office of the Clerk of Circuit and County Court against your personal and real estate property, if payment is not received by January 26, 2017.

If you have any questions, please feel free to call this office at (305) 259-1272 Monday through Friday between 8:30 A.M. and 5:00 P. M.

Your cooperation will be greatly appreciated.

Sincerely,

Vanessa Bencomo,
Building and Capital Projects
Code Compliance Coordinator
Enclosure
cc: File

9705 E. Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432

Vanessa Bencomo

From: esteban rodriguez <green4you@bellsouth.net>
Sent: Thursday, December 22, 2016 10:38 AM
To: Vanessa Bencomo
Subject: Temporary fence





E. Rodriguez Landscaping inc



AFFIDAVIT OF SERVICE/POSTING

VILLAGE OF PALMETTO BAY,
FLORIDA

Case Number: CE-2016-8011

Petitioner,

vs.

SUSAN RIMART

BEFORE ME, the undersigned authority, personally appeared JACKIE VILLEGAS Compliance Officer for the Village of Palmetto Bay who, after being duly sworn, deposes and says:

1. I am a Code Compliance Officer for the Village of Palmetto Bay.
2. 1/26/2017, I posted a copy of the attached NOTICE OF LIEN on the following described property:

8875 SW 172 TER

FURTHER AFFIANT SAYETH NOT,

JACKIE VILLEGAS, Compliance Officer

STATE OF FLORIDA)

SS:

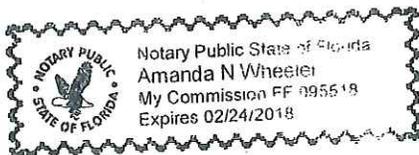
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me this 26 day of JANUARY, 2017 by JACKIE VILLEGAS, who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

Amanda N Wheeler
Signature of Notary Public of Florida

Amanda N Wheeler
Name of Notary Typed, Printed or Stamped





POSTING NOTICE

Date of posting 1/26/2017

Case Number CE-2016-8011

THIS PROPERTY IS IN VIOLATION OF THE CODE OF THE VILLAGE OF PALMETTO BAY. ATTEMPTS TO SERVE THE ATTACHED NOTICE BY CERTIFIED MAIL AND/OR REGULAR MAIL AND/OR HAND DELIVERY WERE MADE PRIOR TO OR CONCURRENTLY WITH POSTING OF THIS NOTICE. ACCORDINGLY, THIS CASE HAS A BALANCE OF \$1,650.00 FOR TEMPORARY FENCE AND \$250.00 FOR ADMINISTRATIVE FEES BY THE VILLAGE OF PALMETTO BAY, SHOULD YOU REQUIRE ANY ADDITIONAL INFORMATION, PLEASE CALL THE VILLAGE OF PALMETTO CODE COMPLIANCE DIVISION.

Code Compliance Officer

Building and Capital Projects
9705 E Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432



NOTICE OF LIEN

January 25, 2017

SUSAN RIMART
8875 SW 172 TERR
MIAMI, FL 331574559

**RE: NOTICE OF LOT CLEARING PURSUANT TO CHAPTER 27
OF THE VILLAGE'S CODE OF ORDINANCES
CASE NUMBER: CE-2016-8011
PROPERTY ADDRESS: 8875 SW 172 TERRACE, Palmetto Bay, Florida
FOLIO NO.: 3350330090280**

Our records indicate that the above referenced second Invoice in the amount of \$1,650.00 for a temporary fence installed on 12/22/2016, by Code Enforcement remains unpaid as of this day. Enclosed is a copy of the invoice for the hard costs associated with clean up of the property.

A lien will be recorded with the Miami-Dade County office of the Clerk of Circuit and County Court against your personal and real estate property, if payment is not received by February 15, 2017.

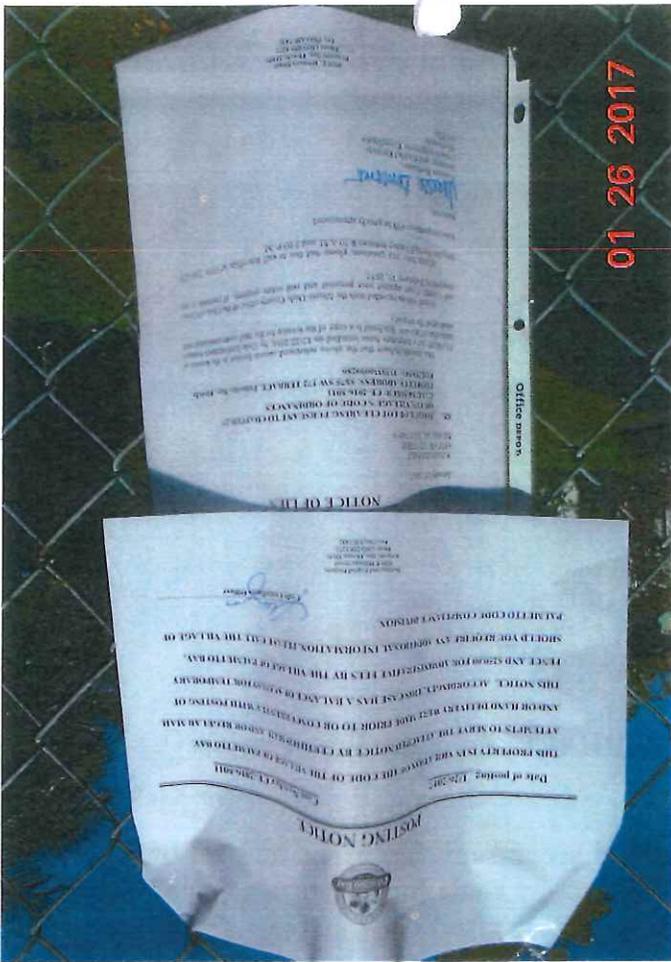
If you have any questions, please feel free to call this office at (305) 259-1272 Monday through Friday between 8:30 A.M. and 5:00 P. M.

Your cooperation will be greatly appreciated.

Sincerely,

Vanessa Bencomo,
Building and Capital Projects
Code Compliance Coordinator
Enclosure
cc: File

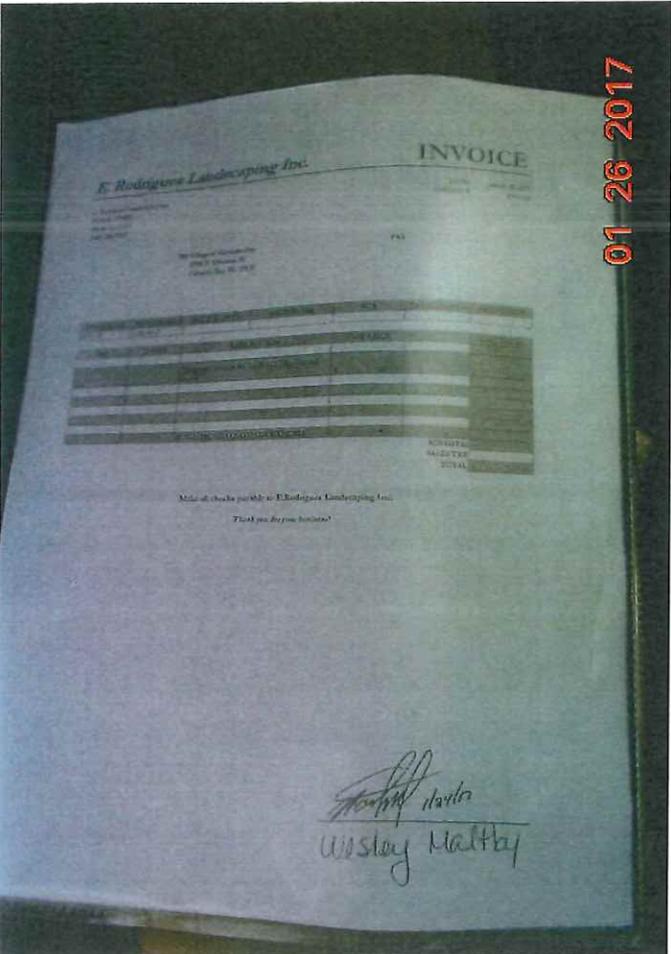
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432



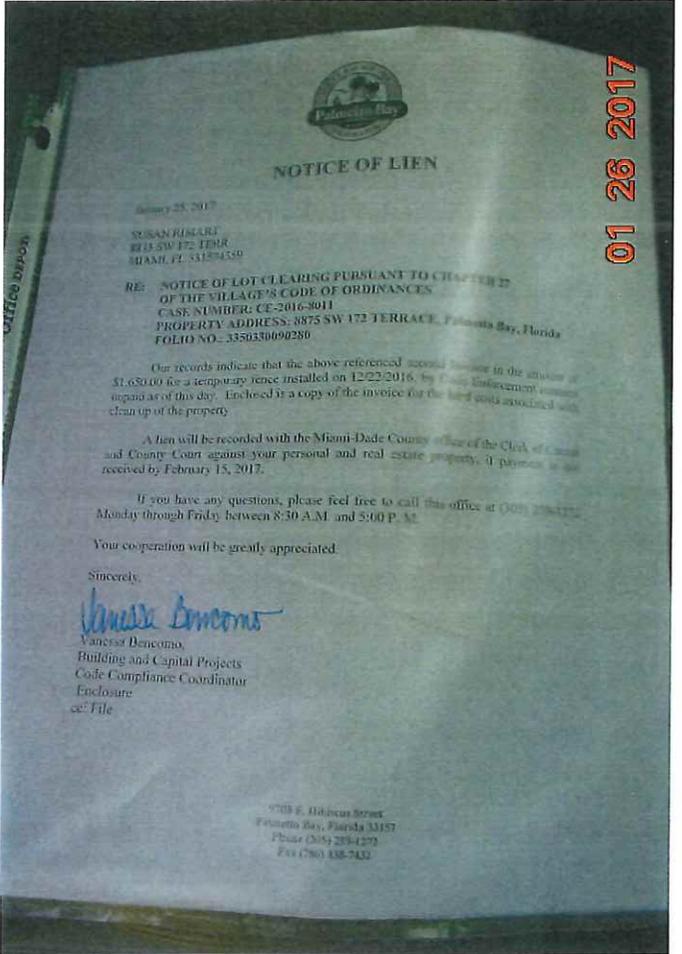
01 26 2017



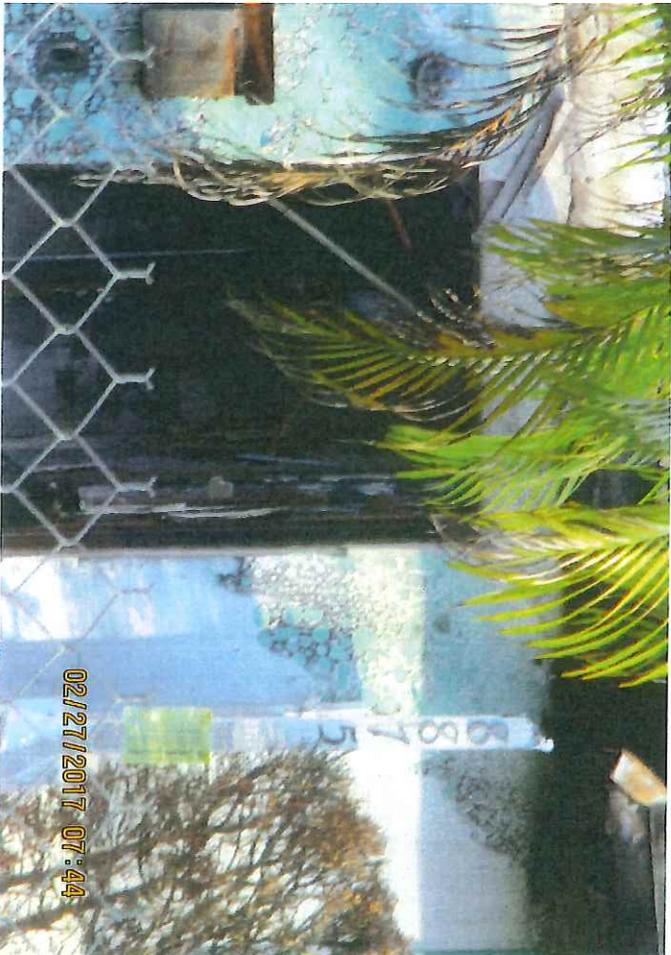
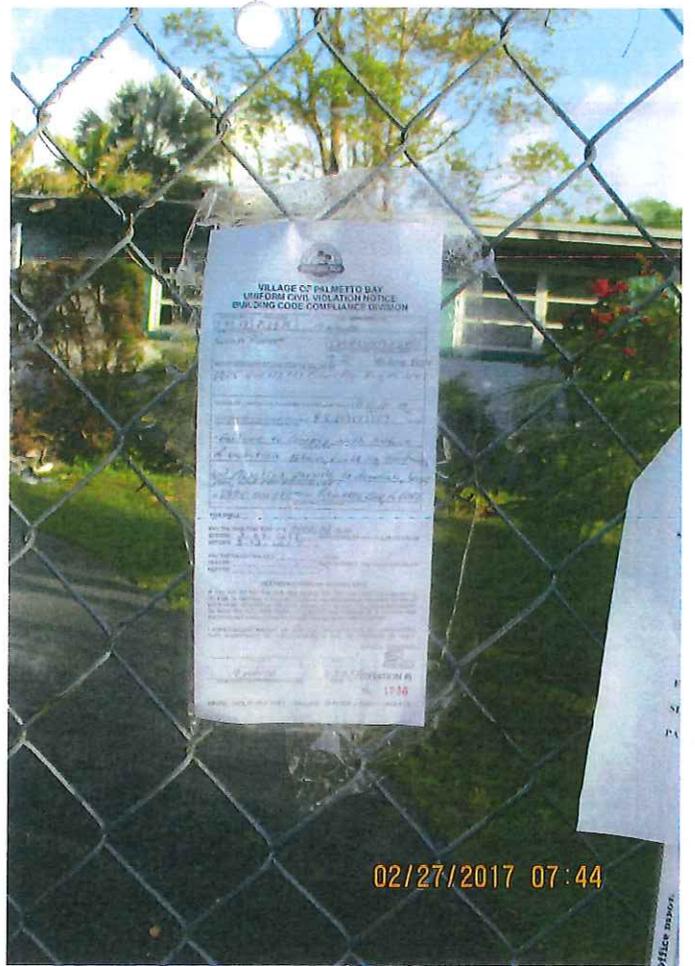
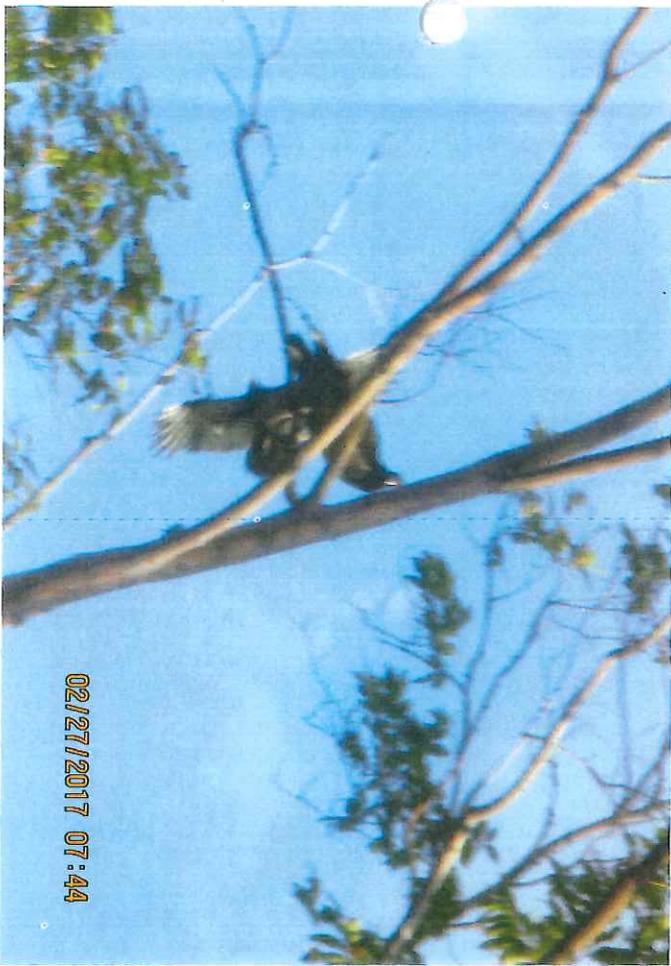
01 26 2017

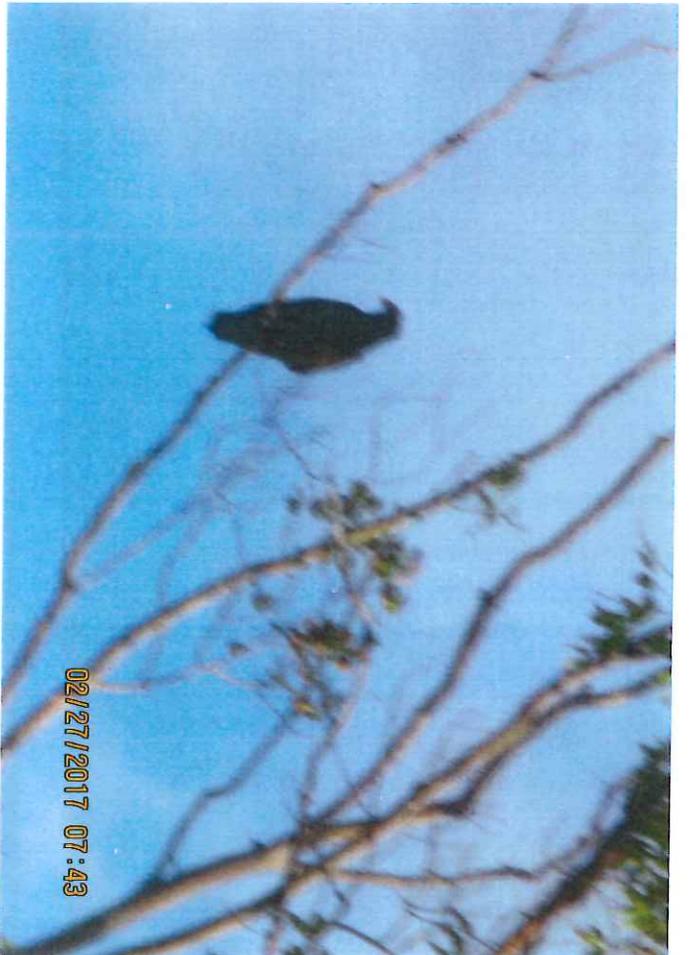


01 26 2017



01 26 2017







**VILLAGE OF PALMETTO BAY
UNIFORM CIVIL VIOLATION NOTICE
BUILDING CODE COMPLIANCE DIVISION**

DATE ISSUED <u>2.27.17</u>	TIME ISSUED <u>7:28 A</u>	CODE INSPECTOR NAME <u>A White</u>
NAME OF VIOLATOR(S) <u>Susan Kimart</u>		FOLIO # <u>3350330090280</u>
		REPEAT VIOLATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
		CASE NUMBER <u>CB 2016-8011</u>
MAILING ADDRESS OF VIOLATOR (Street, City, State, and Zip) <u>8875 SW 172 Ter Palmetto Bay, FL 33157</u>		
THIS NOTICE SUMMONS YOU TO ANSWER THE COMPLAINT THAT ON <u>11.30.17</u> AT _____ TIME _____		
YOU COMMITTED A VIOLATION OF SECTION(S) <u>8-5.(A)(2)(5)</u> OF THE VILLAGE OF PALMETTO BAY CODE TO WIT:		
DESCRIPTION <u>- failure to comply with notice of violation. Obtain, building, electrical, and plumbing permits to demolish, keep pool, and roof checked.</u>		
AT <u>8875 SW 172 Ter Palmetto Bay, FL 33157</u> LOCATION OF VIOLATION		

YOU SHALL:

PAY THE ONE-TIME FINE OF \$ 5000.00 ON OR BEFORE 3.27.2017 AND CORRECT THE VIOLATION ON OR BEFORE 3.13.2017

PAY THE DAILY FINE OF \$ _____ ON OR BEFORE _____ AND CORRECT THE VIOLATION ON OR BEFORE _____

(SEE INSTRUCTIONS ON REVERSE SIDE)

IF YOU FAIL TO PAY THE CIVIL FINE WITHIN THE TIME LIMIT SPECIFIED ABOVE OR TO FILE IN WRITING A REQUEST FOR AN ADMINISTRATIVE HEARING WITHIN 20 DAYS FROM RECEIPT OF THE CIVIL INFRACTION NOTICE. YOU SHALL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO CONTEST THE CITATION AT A HEARING AND SUCH WAIVER SHALL CONSTITUTE AND ADMISSION OF THE VIOLATION.

I ACKNOWLEDGE RECEIPT OF THIS CIVIL VIOLATION NOTICE. I UNDERSTAND THAT ACCEPTANCE OF THIS VIOLATION IS NOT AN ADMISSION OF GUILT.

VIOLATOR

DATE

SERVICE PERSONAL
MAIL
POSTING

CODE COMPLIANCE OFFICER'S SIGNATURE

DATE

(CITATION #)

No 1736

WHITE - VIOLATOR'S COPY / YELLOW - OFFICER / CARD - CASE FILE



CFN 2017RD127799
DR BK 30446 Pgs 3953-3955 (3Pgs)
RECORDED 03/07/2017 11:09:32
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:
Dexter Lehtinen,
Office of Village Attorney
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, FL 33157

(Space Reserved for Clerk of Court)

CLAIM OF LIEN – SPECIAL ASSESSMENT PRIORITY

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

BEFORE ME, the undersigned authority, personally appeared EDWARD SILVA who, being duly sworn, deposes and says that:

1. He is the Village Manager of the Lienor, the **VILLAGE OF PALMETTO BAY, Florida**, a municipal corporation incorporated under the laws of the State of Florida, address at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.
2. In accordance with the authority granted Lienor by the Florida Statutes and the Municipal Code of the Village, a **Lien with Special Assessment Priority as recognized under section 170.09, Florida Statutes, and as provided under the Village’s Code of Ordinances, sections 2-205(i)(2) and 27-03**, is hereby imposed for failure to comply lawfully imposed fine for the lot maintenance violation under Chapter 27-03, of the Village of Palmetto Bay’s Code of Ordinances, for the costs associated with the clean-up of the property by the Village of Palmetto Bay. Attached hereto is the invoice for the costs associated with clean-up.
3. This Lien, with Special Assessment priority, is imposed in the amount of **\$1,650.00** plus recording fees, which remains unpaid as of this date (1/24/2017), together with an additional fine of \$ **00.00** per day which shall continue to accrue until the violator, SUSAN RIMART comes into compliance or until a judgment is rendered in a suit to foreclose this Lien with special assessment priority, against the real property known as 8875 SW 172 TER, and whose legal description is 33 55 40BENSON PARK PB 64-128LOT 8 BLK 3LOT SIZE 120.000 X 128OR 14092-3354 0489 1F/A/U 30-5033-009-0280
FOLIO NO. 3350330090280.
4. The Village of Palmetto Bay does impose and claim Certified Lien with Special Assessment Priority for said services from the first day of 1/24/2017 with interest thereon at a rate of 18% per annum.



(Space Reserved for Clerk of Court)

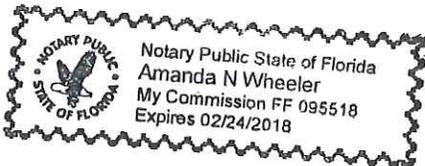
5. A Notice of Lien with special assessment priority was posted to the record owner SUSAN RIMART, of the aforementioned real property, to-wit: 8875 SW 172 TER, Palmetto Bay, Florida 33157 by method of posting on the 26 day of JANUARY, 2017.

VILLAGE OF PALMETTO BAY

By 
Edward Silva C.B.O., R.A.C.F.M
Village Manager

The foregoing instrument was acknowledged before me this 24 day of February, 2017 by EDWARD SILVA who is () personally known to me or () who produced _____ as identification.


Notary Public, State of Florida
My Commission expires:



E. Rodriguez Landscaping Inc.

INVOICE

E. Rodriguez Landscaping Inc.
 PO box 971987
 Miami FL 33197
 (786) 286-7112

DATE: January 23, 2017
 INVOICE # 2017-008

TO Village of Palmetto Bay
 9705 E. Hibiscus ST
 Palmetto Bay, FL 33157

FAX

INVOICE NO.	INVOICE DATE	DATE SHIPPED	SHIPPED VIA	FOB	TAX EXEMPT #	P.O. NUMBER
2017-008	1/23/2017					

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00		Temporary fence at 8875 SW 172 TER- Second month	\$ 1,650.00	\$ 1,650.00
		RUSH ORDER OR OTHER EXPENSE		
				SUBTOTAL
				SALES TAX
				TOTAL \$ 1,650.00

Make all checks payable to E.Rodriguez Landscaping Inc.

Thank you for your business!

STATE OF FLORIDA, COUNTY OF DADE
 I HEREBY CERTIFY that this is a true copy of the
 original filed in this office on 17 day of Jan
 2017
 WITNESS my hand and Official Seal
 HARVEY ROBERTS, Clerk and County Courts
 9230



Wesley Maltby
 Wesley Maltby



CFN 2017R0127804
OR BK 30446 Pgs 3968-3970 (3Pgs)
RECORDED 03/07/2017 11:09:32
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:
Dexter Lehtinen,
Office of Village Attorney
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, FL 33157

(Space Reserved for Clerk of Court)

CLAIM OF LIEN – SPECIAL ASSESSMENT PRIORITY

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

BEFORE ME, the undersigned authority, personally appeared **EDWARD SILVA** who, being duly sworn, deposes and says that:

1. He is the Village Manager of the Lienor, the **VILLAGE OF PALMETTO BAY, Florida**, a municipal corporation incorporated under the laws of the State of Florida, address at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.
2. In accordance with the authority granted Lienor by the Florida Statutes and the Municipal Code of the Village, a **Lien with Special Assessment Priority as recognized under section 170.09, Florida Statutes, and as provided under the Village’s Code of Ordinances, sections 2-205(i)(2) and 27-03**, is hereby imposed for failure to comply lawfully imposed fine for the lot maintenance violation under Chapter 27-03, of the Village of Palmetto Bay’s Code of Ordinances, for the costs associated with the clean-up of the property by the Village of Palmetto Bay. Attached hereto is the invoice for the costs associated with clean-up.
3. This Lien, with Special Assessment priority, is imposed in the amount of **\$1,650.00** plus recording fees, which remains unpaid as of this date (**12/23/2016**), together with an additional fine of **\$ 00.00** per day which shall continue to accrue until the violator, **SUSAN RIMART** comes into compliance or until a judgment is rendered in a suit to foreclose this Lien with special assessment priority, against the real property known as **8875 SW 172 TER**, and whose legal description is **33 55 40BENSON PARK PB 64-128LOT 8 BLK 3LOT SIZE 120.000 X 128OR 14092-3354 0489 1F/A/U 30-5033-009-0280 FOLIO NO. 3350330090280**.
4. The Village of Palmetto Bay does impose and claim Certified Lien with Special Assessment Priority for said services from the first day of **12/23/2016** with interest thereon at a rate of 18% per annum.



(Space Reserved for Clerk of Court)

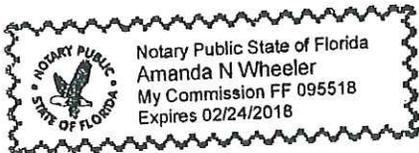
5. A Notice of Lien with special assessment priority was posted to the record owner SUSAN RIMART, of the aforementioned real property, to-wit: 8875 SW 172 TER, Palmetto Bay, Florida 33157 by method of posting on the 9 day of JANUARY, 2017.

VILLAGE OF PALMETTO BAY

By 
Edward Silva C.B.O., R.A.C.F.M
Village Manager

The foregoing instrument was acknowledged before me this 2 day of February, 2017 by EDWARD SILVA who is () personally known to me or () who produced _____ as identification.


Notary Public, State of Florida
My Commission expires:



E. Rodriguez Landscaping Inc.

INVOICE

E. Rodriguez Landscaping Inc.
 PO box 971987
 Miami FL 33197
 (786) 286-7112

DATE: December 22, 2016
 INVOICE # 2016-383

TO Village of Palmetto Bay
 9705 E. Hibiscus ST
 Palmetto Bay, FL 33157

FAX

INVOICE NO.	INVOICE DATE	DATE SHIPPED	SHIPPED VIA	FOB	TAX EXEMPT #	P.O. NUMBER
2016-383	12/22/2016					

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00		Temporary fence at 8875 SW 172 TER- First month	\$ 1,650.00	\$ 1,650.00
		RUSH ORDER OR OTHER EXPENSE		
SUBTOTAL				
SALES TAX				
TOTAL				\$ 1,650.00

Make all checks payable to E.Rodriguez Landscaping Inc.

Thank you for your business!

STATE OF FLORIDA, COUNTY OF DALLAS
 I HEREBY CERTIFY that this is a true copy of the
 original filed in the office of
 _____ day of _____
 A.D. 2016
 WITNESS my hand and Official Seal.
 HARVEY RUVIN, CLERK of Circuit and County Courts



Handwritten signature and date: 12/27/16

Handwritten signature: Wesley Malby
Handwritten date: 12/22/16

E. Rodriguez Landscaping Inc.

Po box 971987
Miami, FL 33197-1987
(786) 286-7112

Green4you@bellsouth.net

PROPOSAL

Date 3/21/17

ATTN: Village of Palmetto Bay
9705 E. Hibiscus ST.
Palmetto Bay, FL 33157

E. Rodriguez Landscaping, Inc. will provide all necessary material and labor for the following:

- Drain and pressure clean pool remove all water at 8875 sw 172 ter

Total = \$680.00

Thank you for your continued business,

Esteban Rodriguez

Print _____

Signature _____

Date _____

Vanessa Bencomo

From: Allen White
Sent: Wednesday, March 22, 2017 10:24 AM
To: Wesley Maltby
Cc: Vanessa Bencomo; Edward Silva
Subject: 8875 SW 172 Terrace (Unsafe Structure)
Attachments: 2017-03-22 09.04.03.jpg; 2017-03-21 15.21.29.jpg; 2017-03-21 15.52.01.jpg; 2017-03-22 08.41.01.jpg; 2017-03-22 08.42.07.jpg; 2017-03-22 08.59.54.jpg; 2017-03-22 09.00.02.jpg

-Good morning all,

-Please be advised that a plumbing contractor and Palmetto Bay resident has donated his equipment and personal to drain stagnant water from pool at above location.

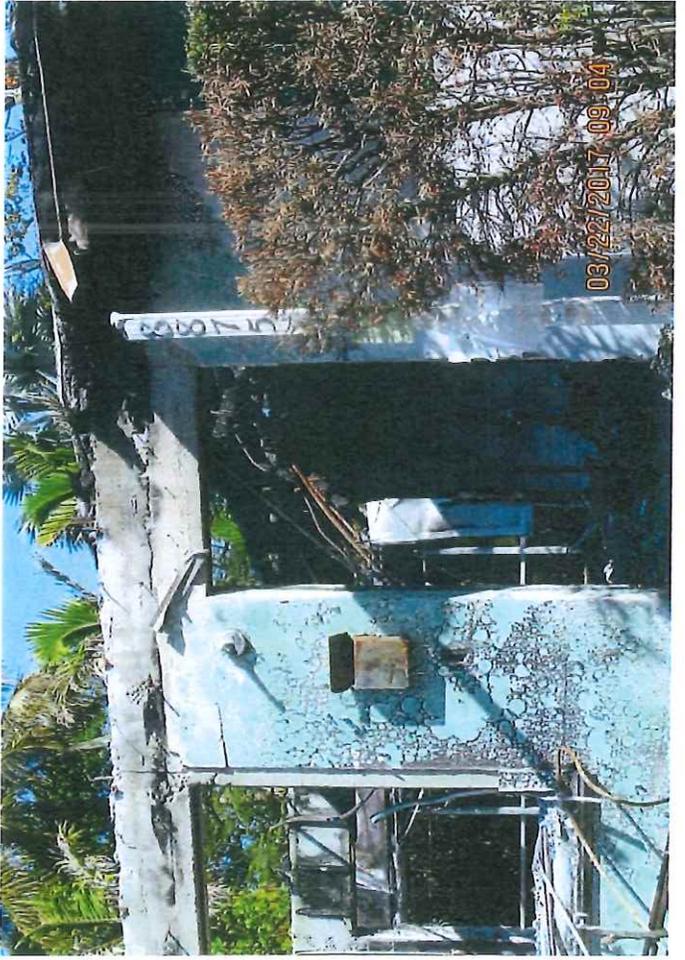
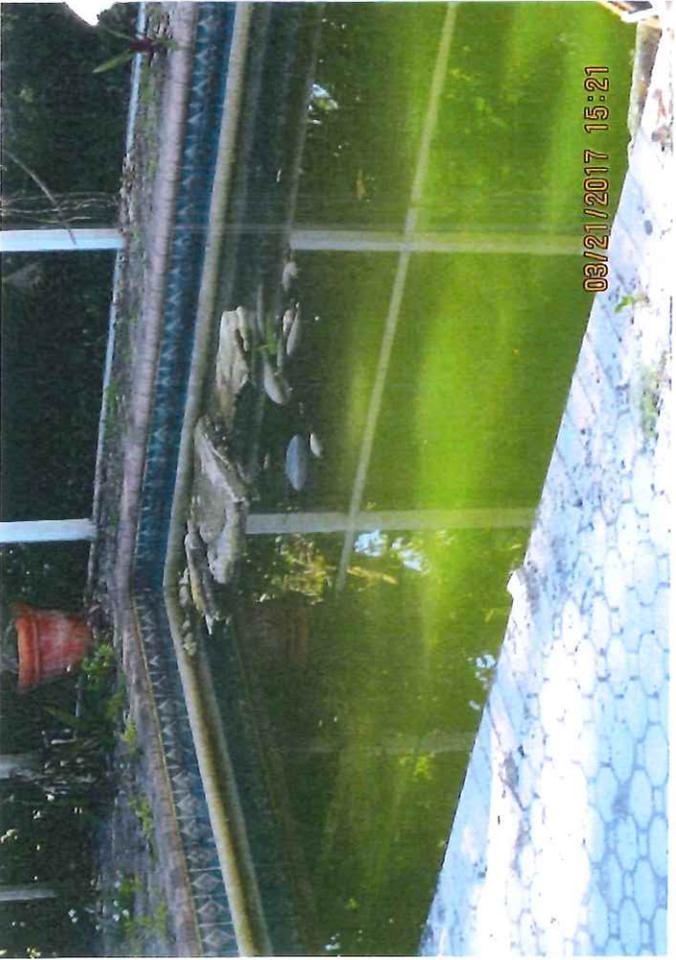
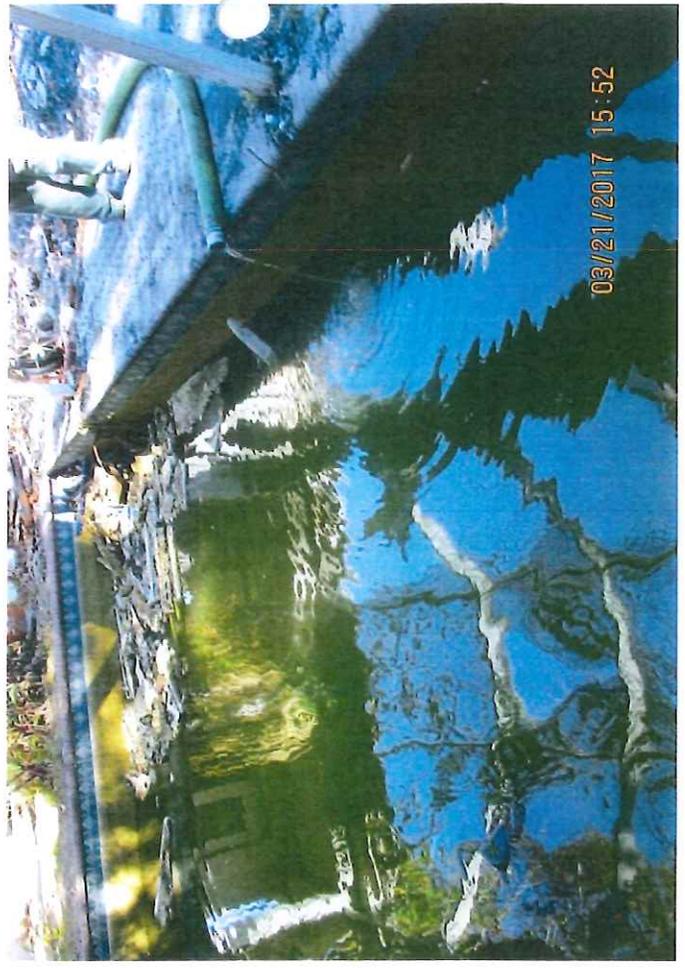
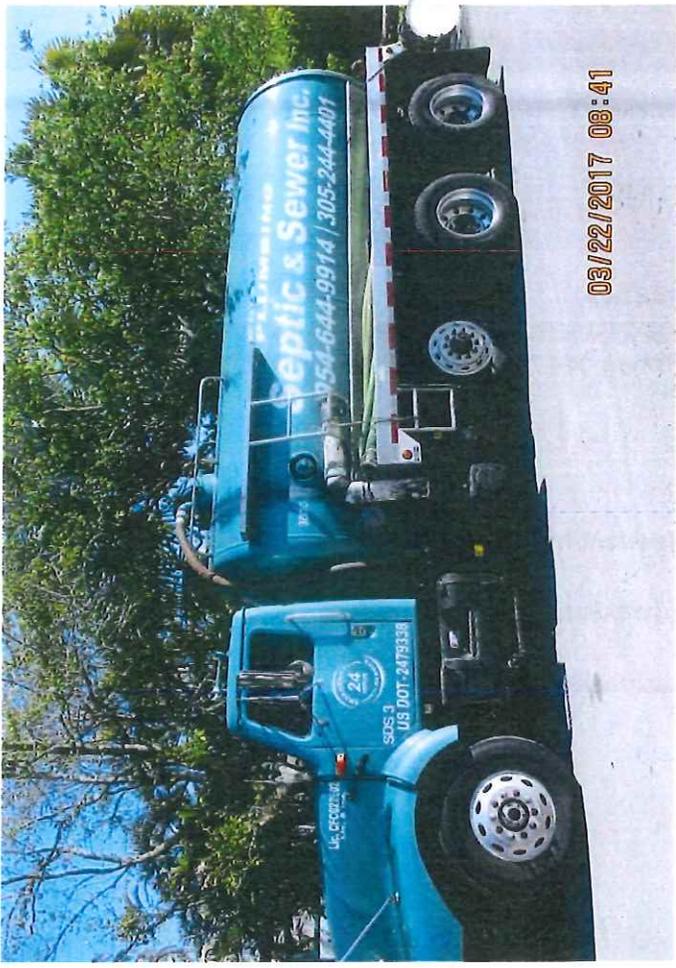
-Contractor will be back in the morning for his third round of stagnant water.

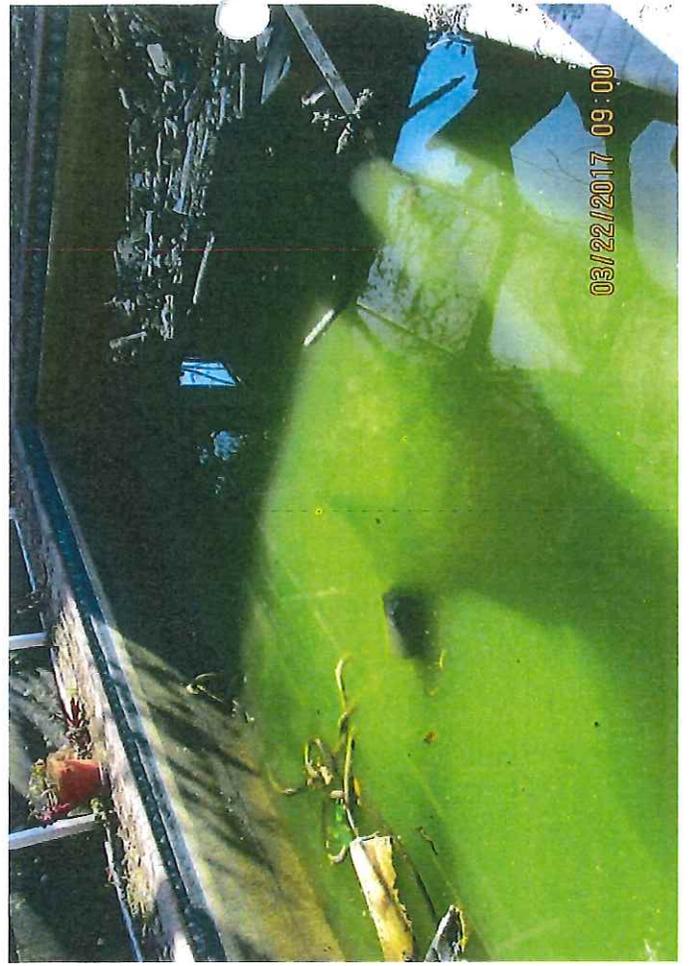
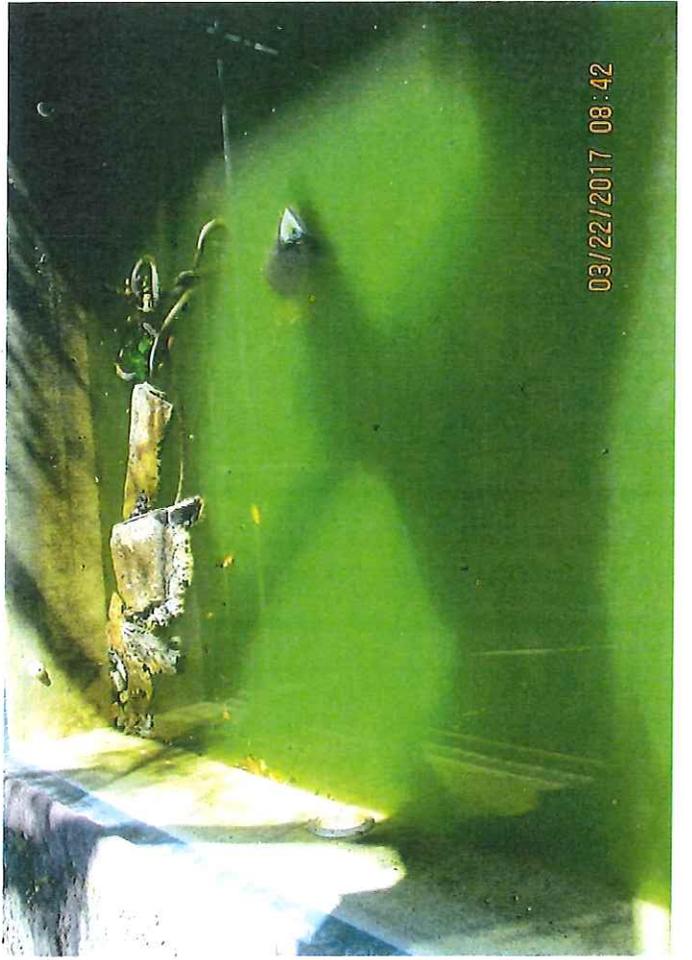
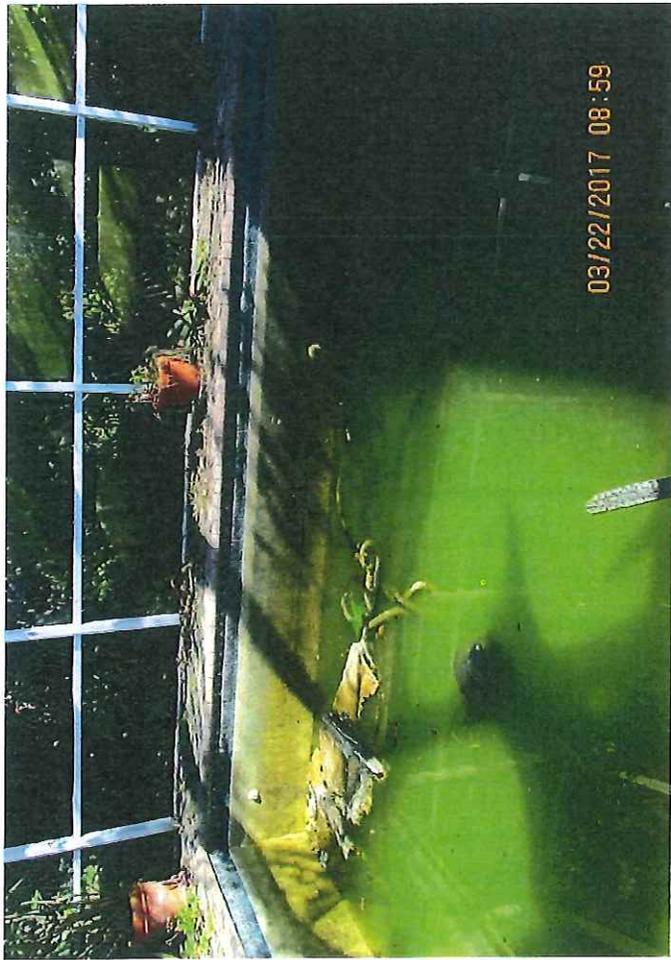
-Allen

Your message is ready to be sent with the following file or link attachments:

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2017-03-21 15.21.29
2017-03-21 15.52.01
2017-03-22 08.41.01
2017-03-22 08.42.07
2017-03-22 08.59.54
2017-03-22 09.00.02

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.





U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/>	Return Receipt (hardcopy) \$
<input type="checkbox"/>	Return Receipt (electronic) \$
<input type="checkbox"/>	Certified Mail Restricted Delivery \$
<input type="checkbox"/>	Adult Signature Required \$
<input type="checkbox"/>	Adult Signature Restricted Delivery \$

Postmark
Here

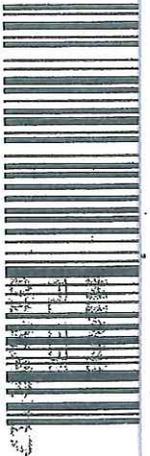
Postage	
\$	
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Sent To	
Street a	
City, Sta.	

SUSAN RIMART
 8875 SW 172 TERR
 MIAMI, FL 331574559
 CE-2016-8011
 CITATION 1736

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

2240 8801 1000 02ET 9102

7016 1370 0001 1083 0422



SUSAN RIMART
 8875 SW 172 TERR
 MIAMI, FL 331574559

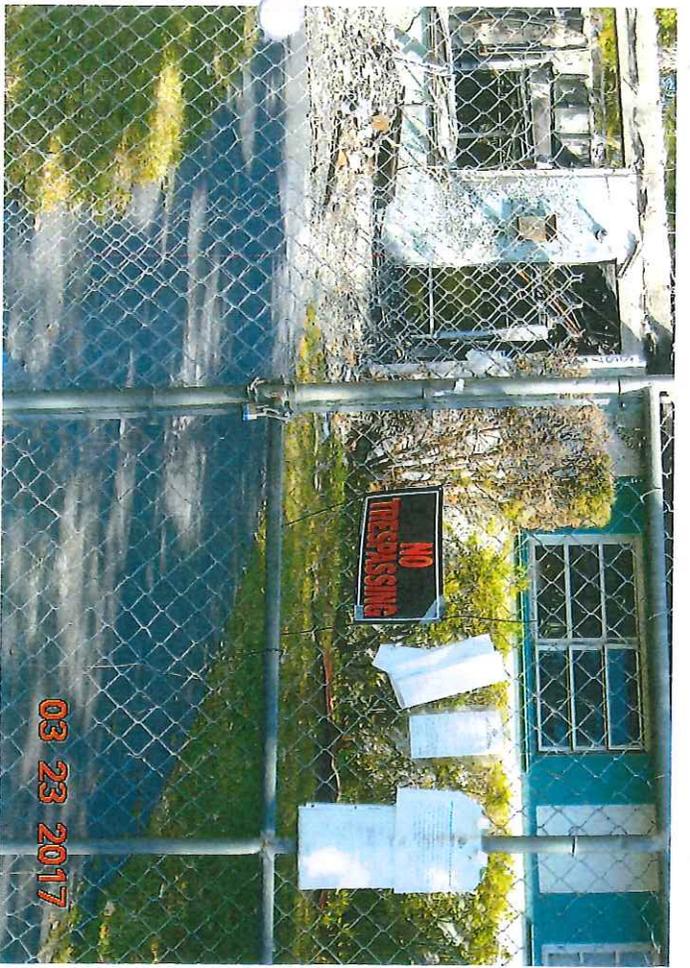
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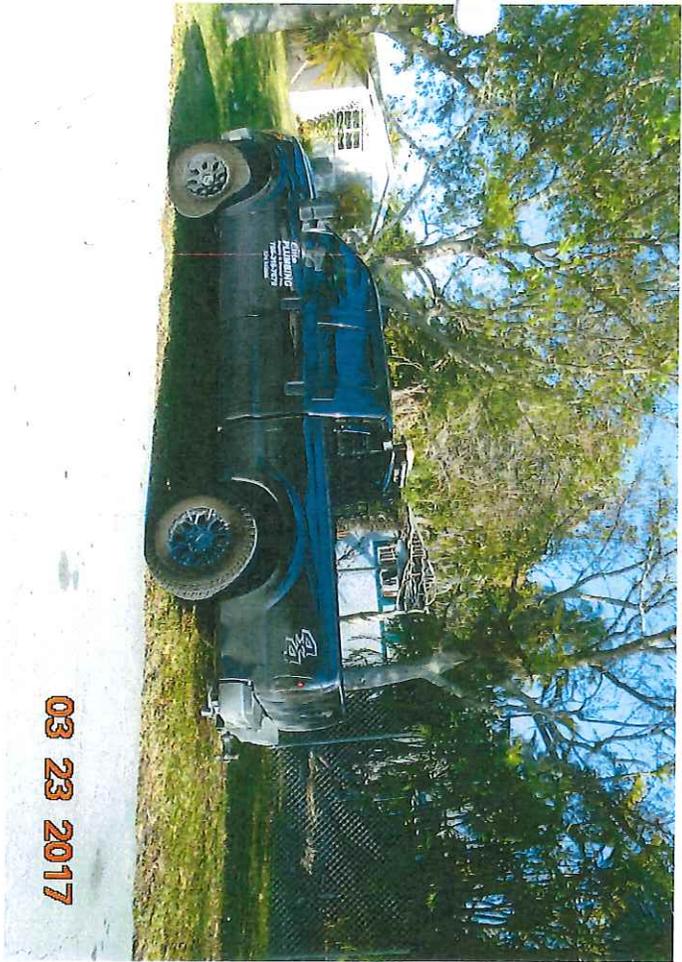




03 23 2017



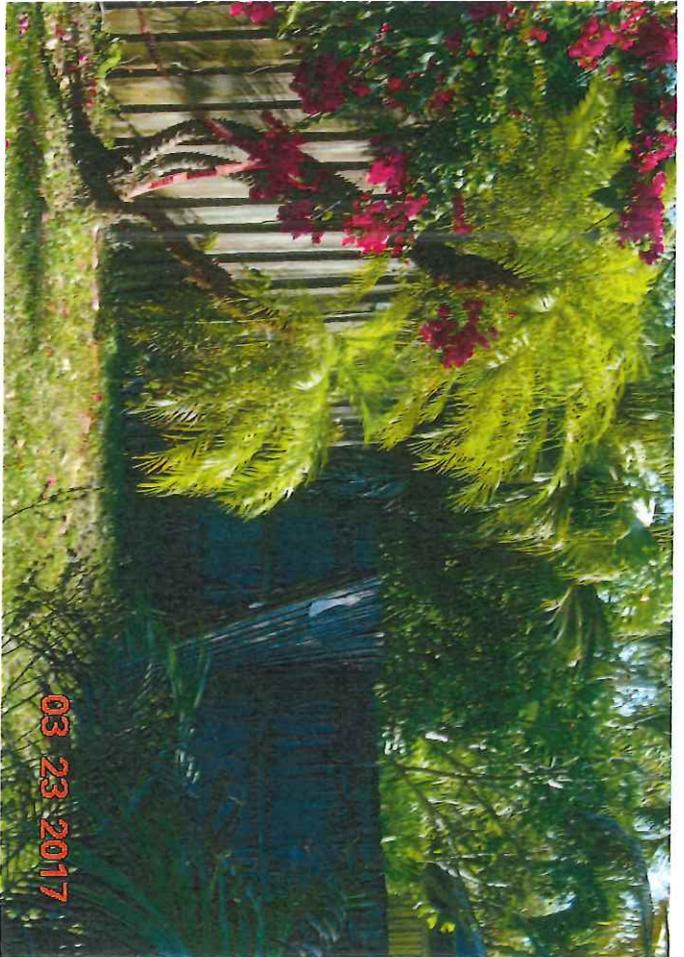
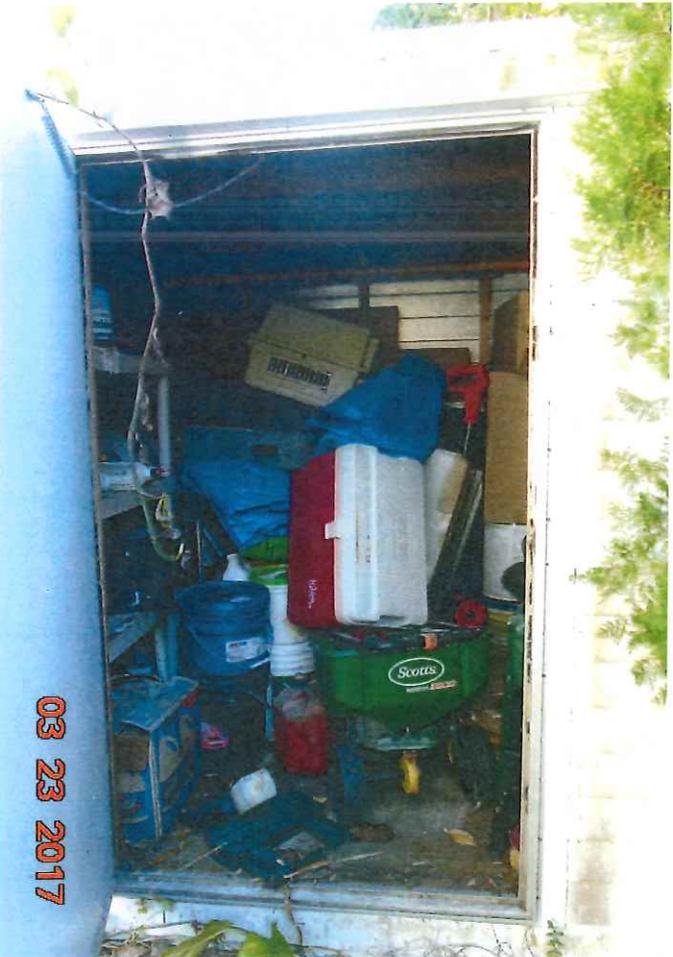
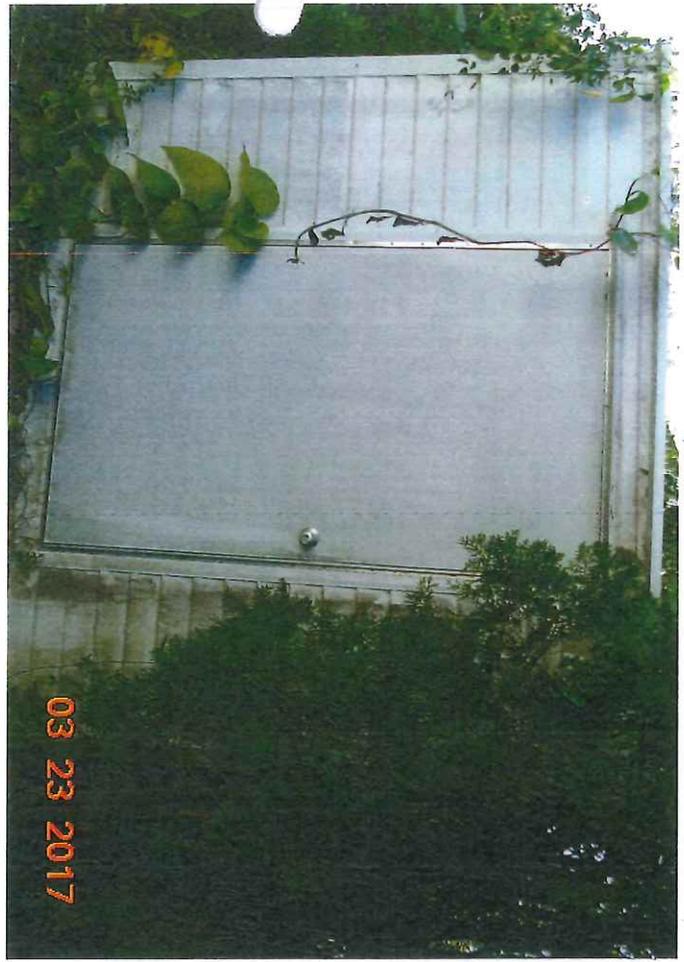
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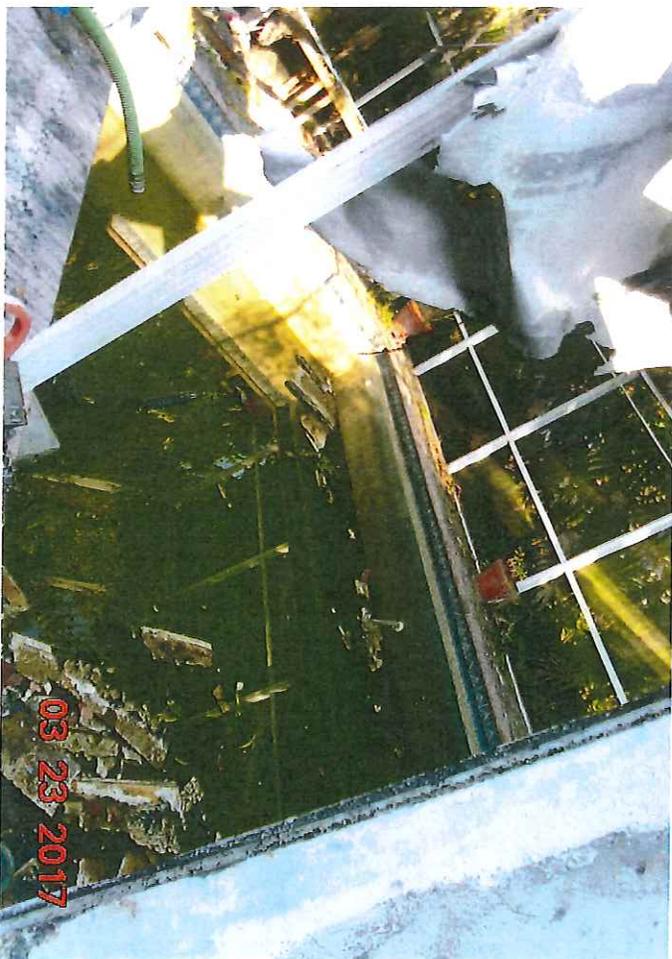
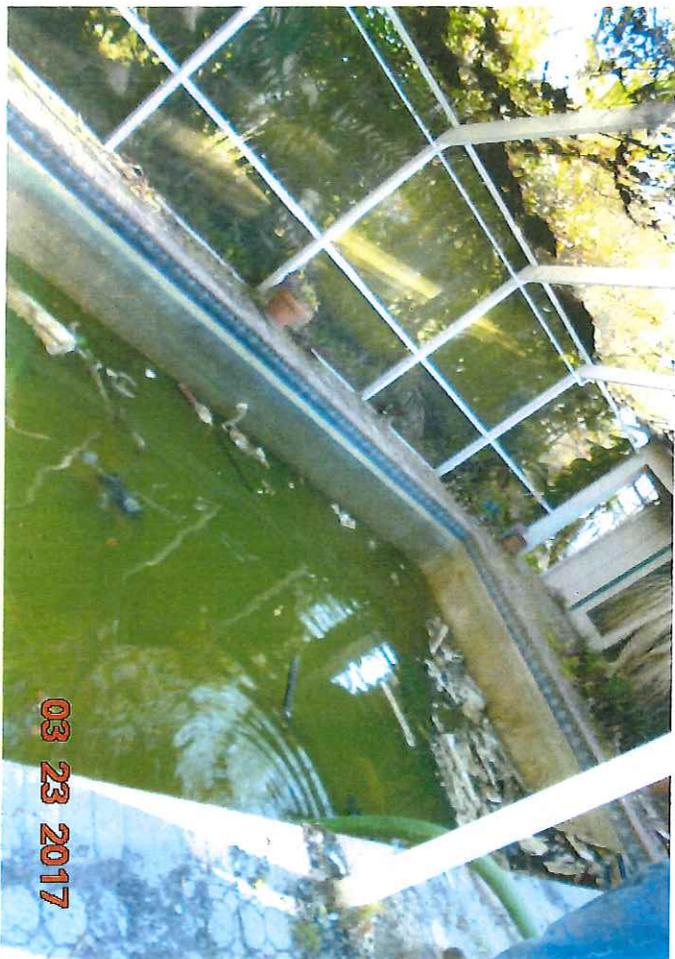
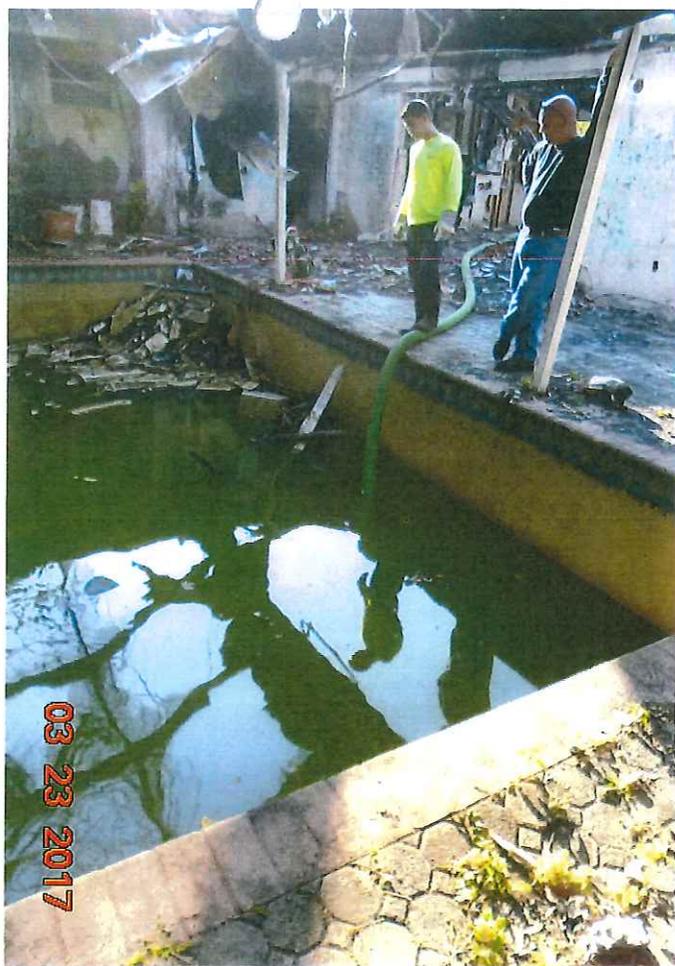
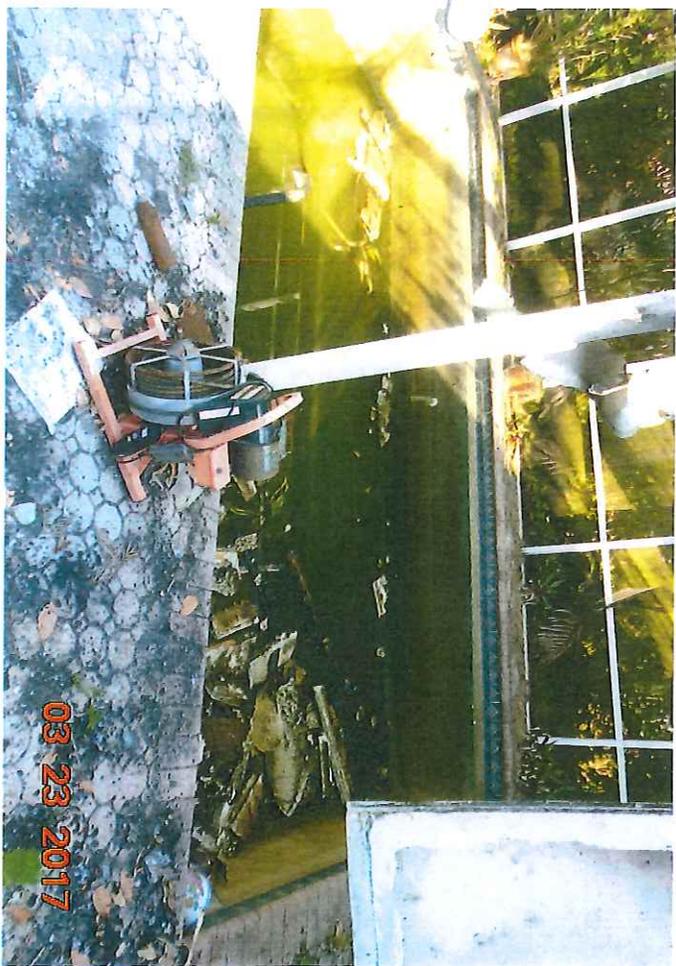


03 23 2017



03 23 2017







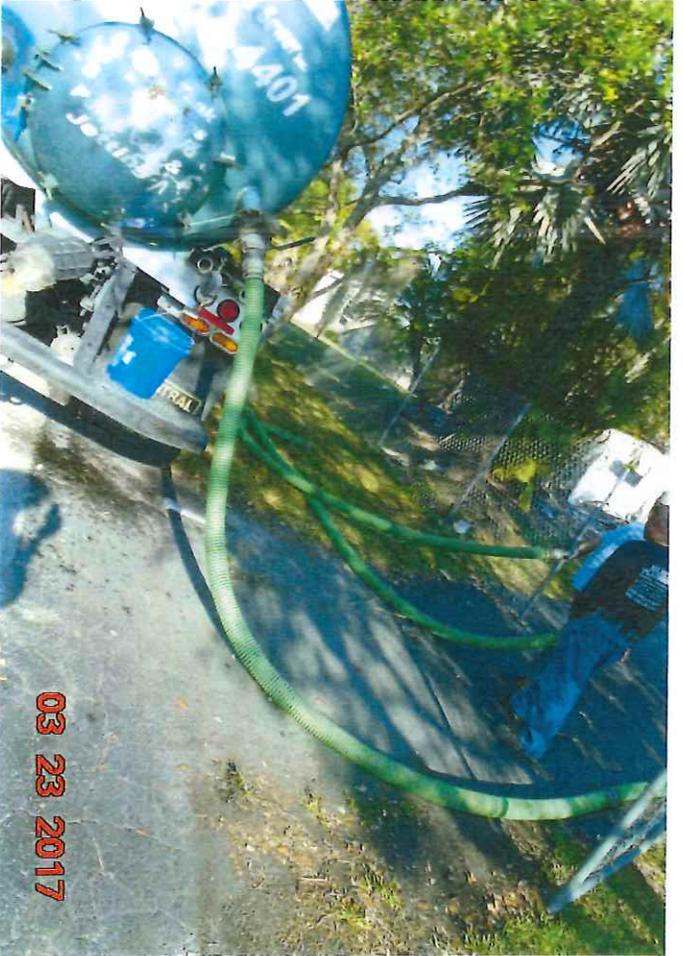
03 23 2017



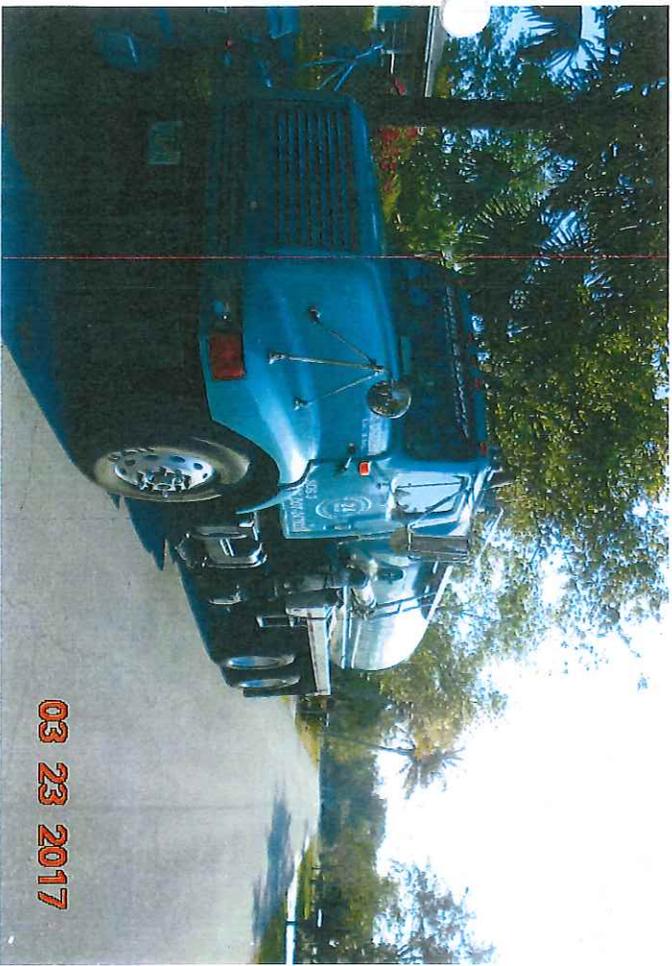
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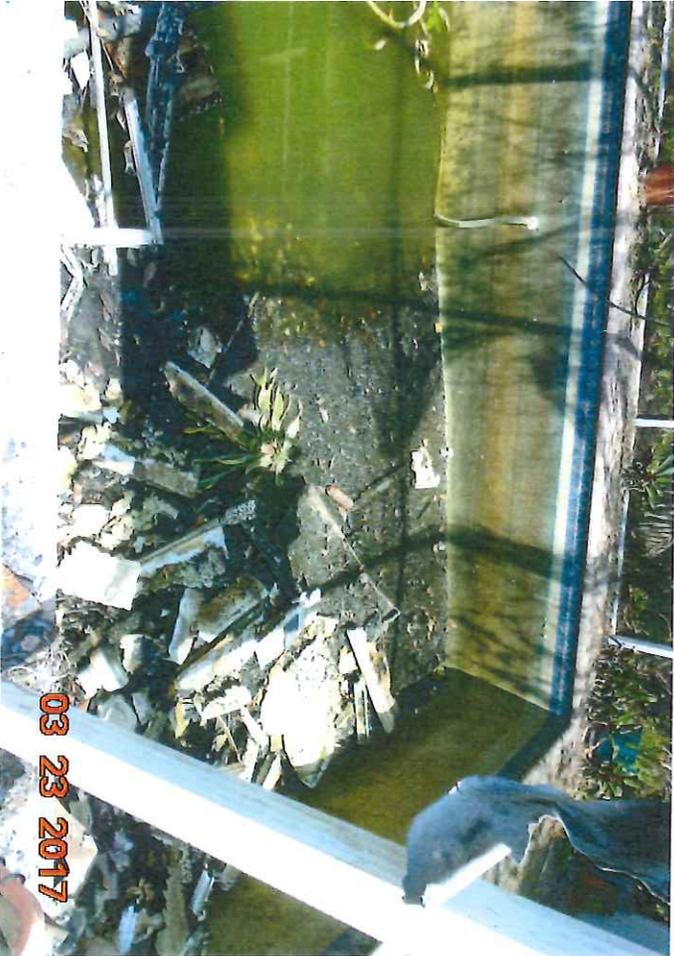
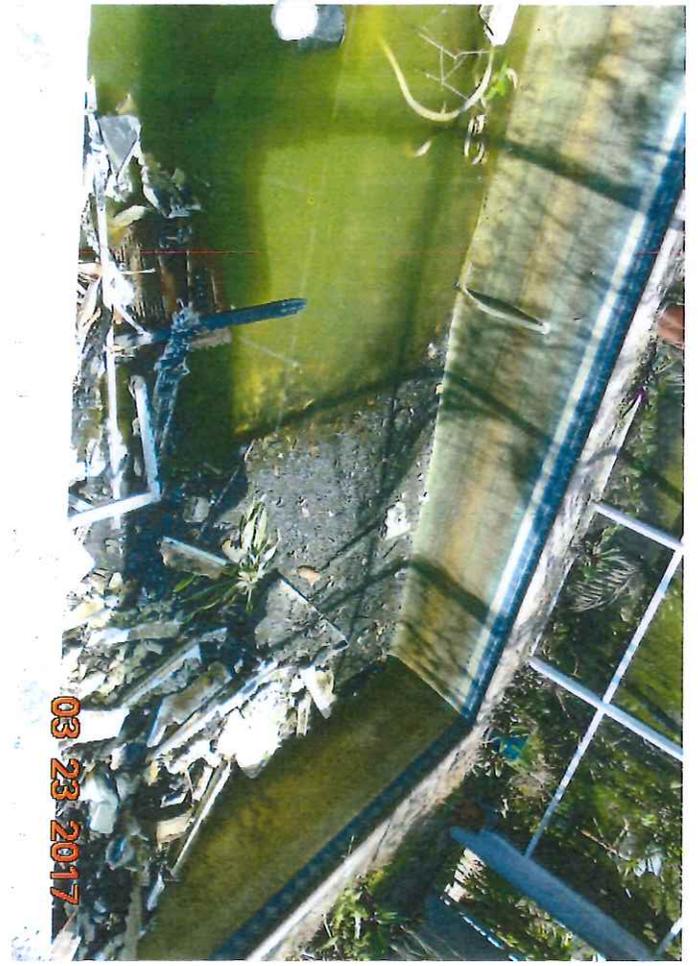


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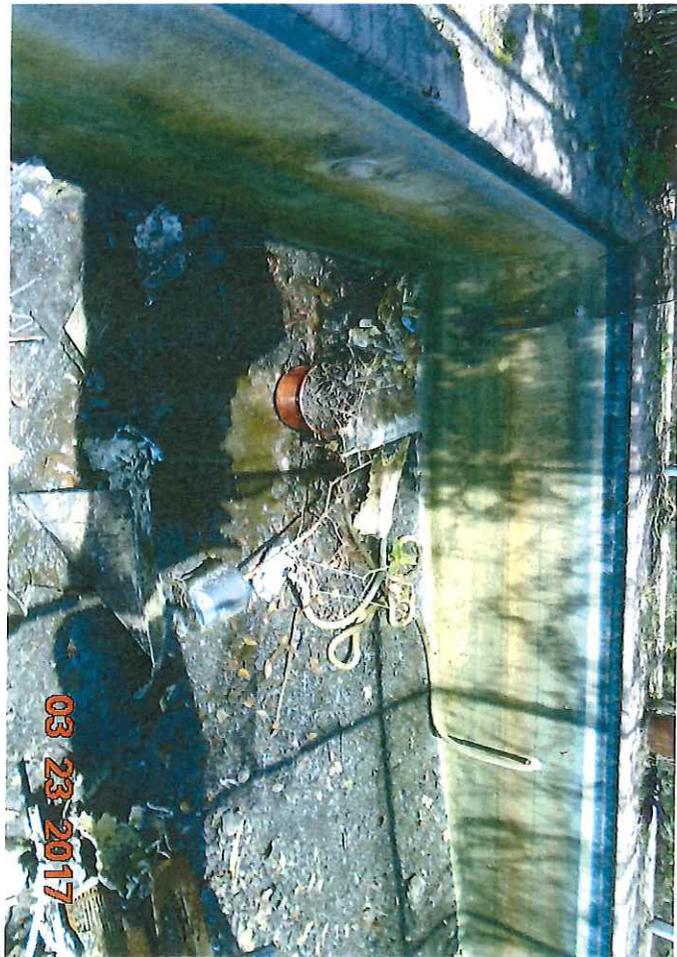
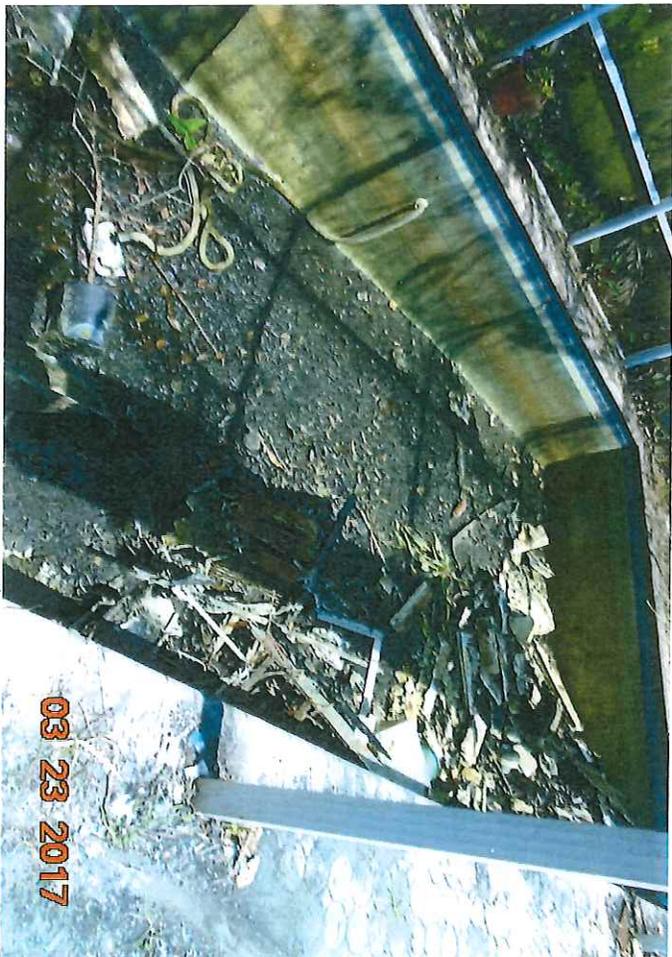
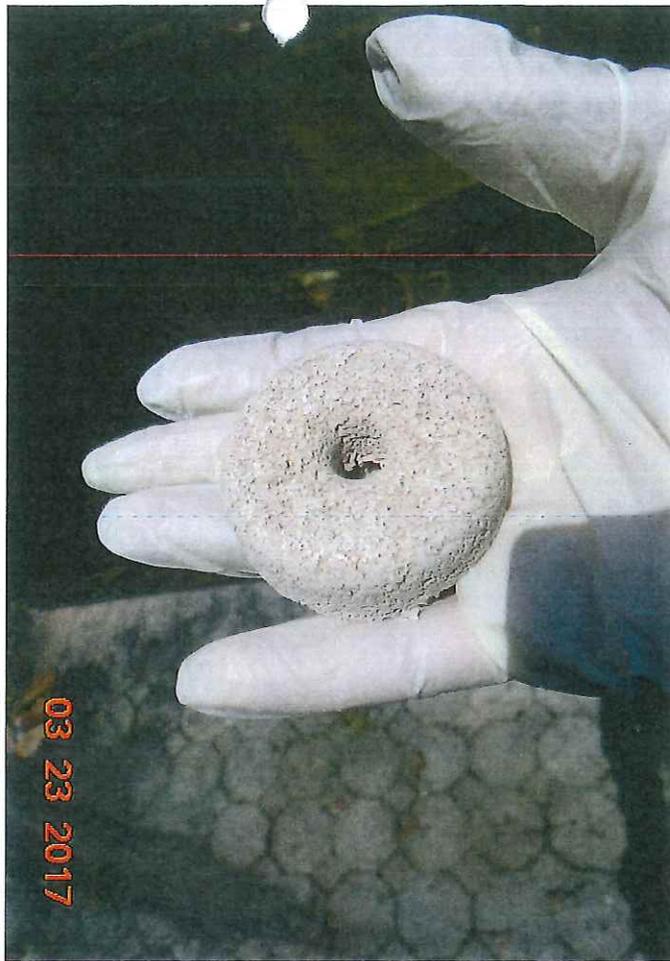
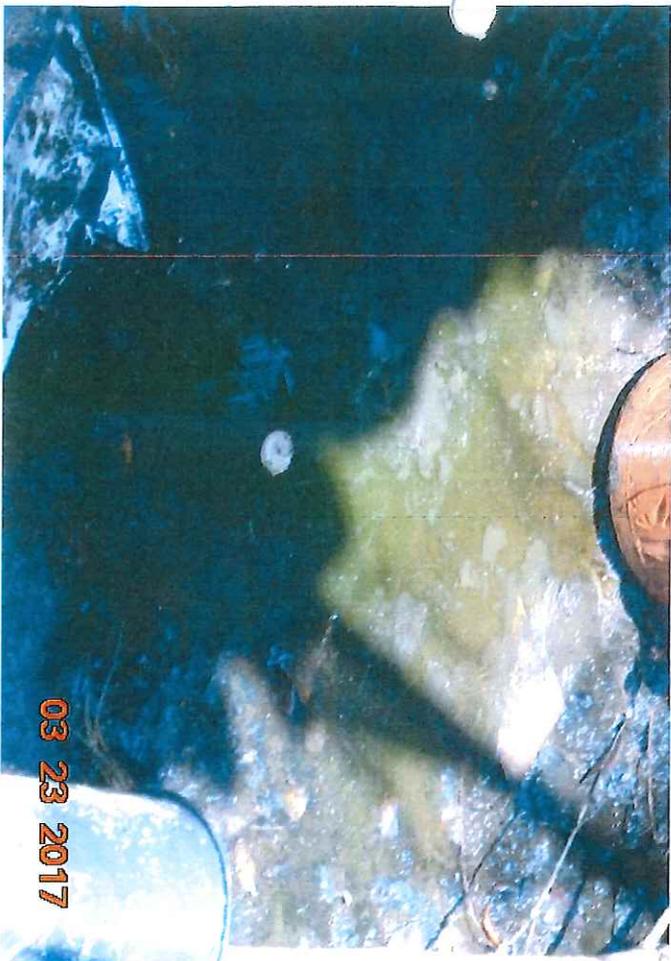


03 23 2017





Ind. Visit 11:50am.





POSTING NOTICE

Date of posting 3/11/2017

Case Number CE-2016-8011

THIS PROPERTY IS IN VIOLATION OF THE CODE OF THE VILLAGE OF PALMETTO BAY. ATTEMPTS TO SERVE THE ATTACHED NOTICE BY CERTIFIED MAIL AND/OR REGULAR MAIL AND/OR HAND DELIVERY WERE MADE PRIOR TO OR CONCURRENTLY WITH POSTING OF THIS NOTICE. ACCORDINGLY, THIS CASE HAS BEEN SCHEDULED TO BE LIENED BY THE VILLAGE OF PALMETTO BAY, SHOULD YOU REQUIRE ANY ADDITIONAL INFORMATION, PLEASE CALL THE VILLAGE OF PALMETTO CODE COMPLIANCE DIVISION.

Code Compliance Inspector

Division of Code Compliance
9705 E Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432



NOTICE OF LIEN

March 1, 2017

SUSAN RIMART
8875 SW 172 TERR
MIAMI, FL 331574559

**RE: NOTICE OF LOT CLEARING PURSUANT TO CHAPTER 27
OF THE VILLAGE'S CODE OF ORDINANCES
CASE NUMBER: CE-2016-8011
PROPERTY ADDRESS: 8875 SW 172 TER, Palmetto Bay, Florida
FOLIO NO.: 3350330090280**

Our records indicate that the above referenced Lot Clearing in the amount of \$52.00 for TEMP FENCE on 3/10/2017, by Code Enforcement remains unpaid as of this day. Enclosed is a copy of the invoice for the hard costs associated with TEMP FENCE of the property.

A lien will be recorded with the Miami-Dade County office of the Clerk of Circuit and County Court against your personal and real estate property, if payment is not received by March 31, 2017.

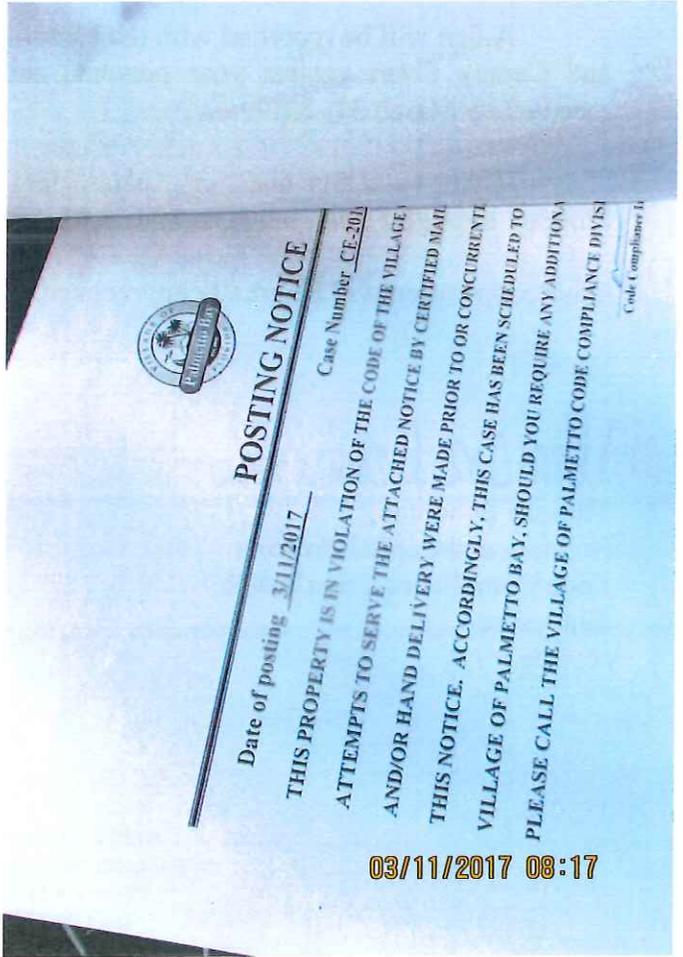
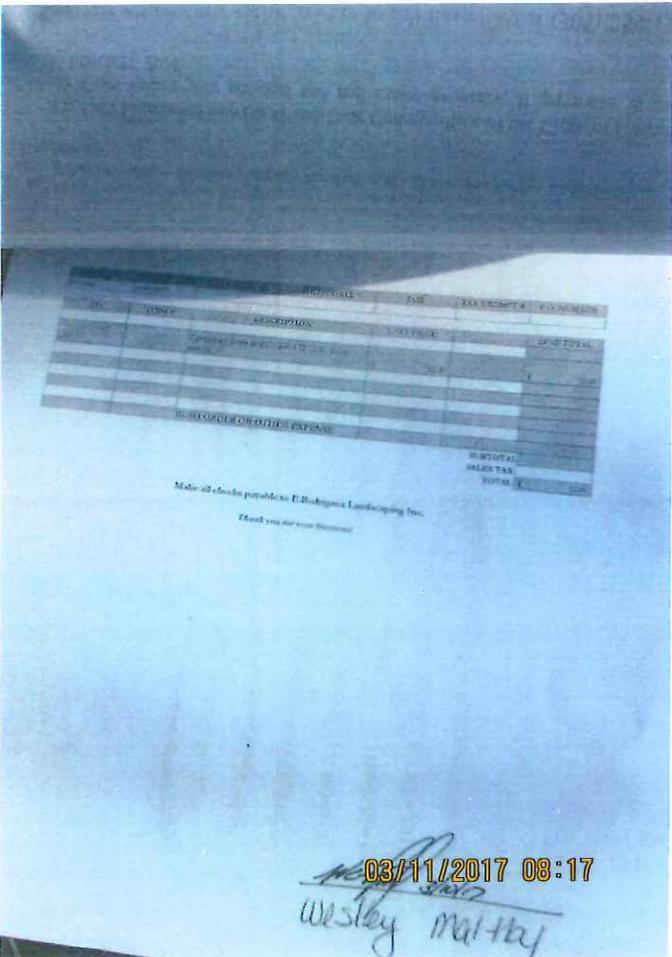
If you have any questions, please feel free to call this office at (305) 259-1272 Monday through Friday between 8:30 A.M. and 5:00 P. M.

Your cooperation will be greatly appreciated.

Sincerely,

Vanessa Bencomo,
Building and Capital Projects
Code Compliance Coordinator
Enclosure
cc: File

9705 E. Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432



Vanessa Bencomo

From: Allen White
Sent: Saturday, April 15, 2017 2:26 PM
To: Wesley Maltby
Cc: Vanessa Bencomo
Subject: 8875 SW 172 Terrace (Unsafe Structure)
Attachments: 2017-04-15 13.17.52.jpg; 2017-04-15 13.13.39.jpg; 2017-04-15 13.14.01.jpg; 2017-04-15 13.14.04.jpg; 2017-04-15 13.14.31.jpg; 2017-04-15 13.14.36.jpg; 2017-04-15 13.14.39.jpg; 2017-04-15 13.14.42.jpg; 2017-04-15 13.14.45.jpg; 2017-04-15 13.14.48.jpg; 2017-04-15 13.15.01.jpg; 2017-04-15 13.15.04.jpg; 2017-04-15 13.15.08.jpg; 2017-04-15 13.15.32.jpg; 2017-04-15 13.15.45.jpg; 2017-04-15 13.15.48.jpg; 2017-04-15 13.16.00.jpg; 2017-04-15 13.16.25.jpg; 2017-04-15 13.16.37.jpg; 2017-04-15 13.16.42.jpg; 2017-04-15 13.16.56.jpg; 2017-04-15 13.17.05.jpg; 2017-04-15 13.17.09.jpg; 2017-04-15 13.17.14.jpg; 2017-04-15 13.17.19.jpg

- FYI,
- Someone keeps entering the property by popping gate open at hinges.
- Arrived on site to find gate to property not secured.
- Is the Village contractor back, so that we may secure gate.
- Also are we still moving forward with taking unsafe structure through County.
- Allen

Your message is ready to be sent with the following file or link attachments:

- 2017-04-15 13.17.52
- 2017-04-15 13.13.39
- 2017-04-15 13.14.01
- 2017-04-15 13.14.04
- 2017-04-15 13.14.31
- 2017-04-15 13.14.36
- 2017-04-15 13.14.39
- 2017-04-15 13.14.42
- 2017-04-15 13.14.45
- 2017-04-15 13.14.48
- 2017-04-15 13.15.01
- 2017-04-15 13.15.04
- 2017-04-15 13.15.08
- 2017-04-15 13.15.32
- 2017-04-15 13.15.45
- 2017-04-15 13.15.48
- 2017-04-15 13.16.00
- 2017-04-15 13.16.25
- 2017-04-15 13.16.37
- 2017-04-15 13.16.42
- 2017-04-15 13.16.56
- 2017-04-15 13.17.05
- 2017-04-15 13.17.09
- 2017-04-15 13.17.14
- 2017-04-15 13.17.19

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.





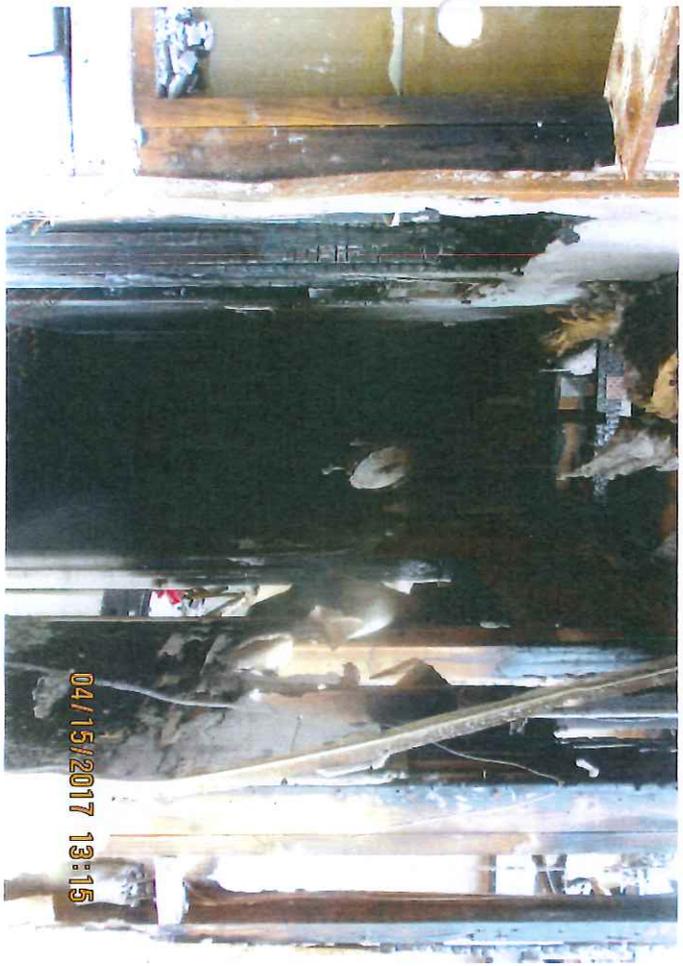




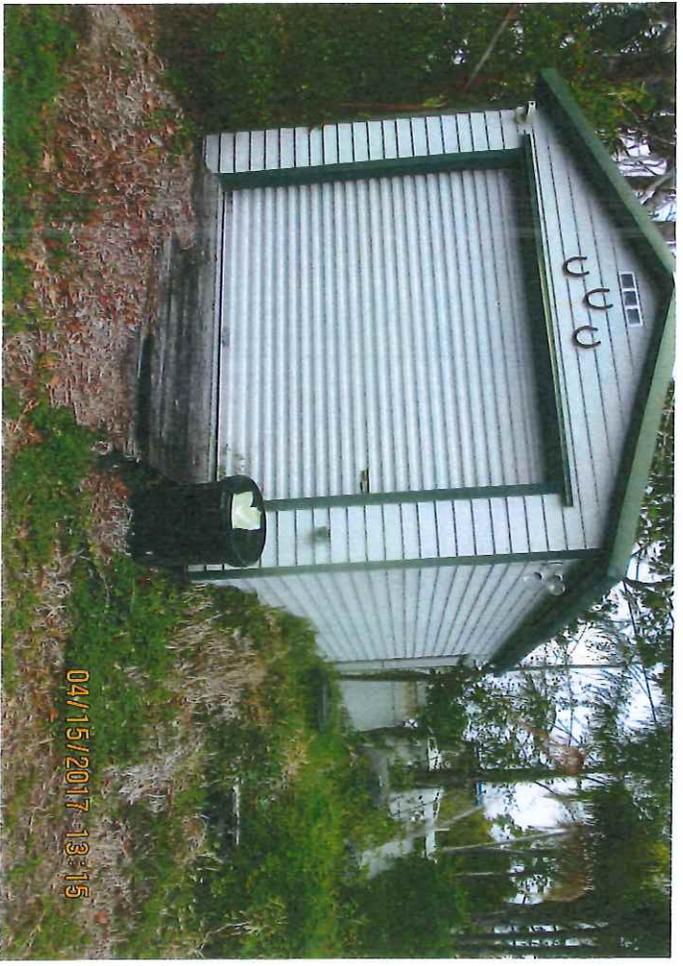
04/15/2017 13:15



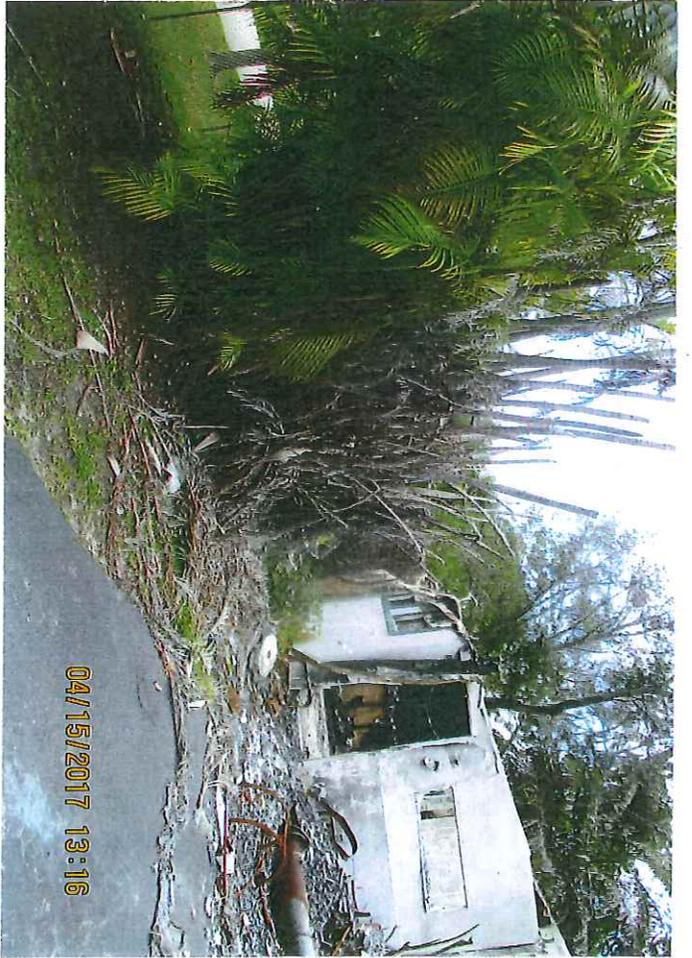
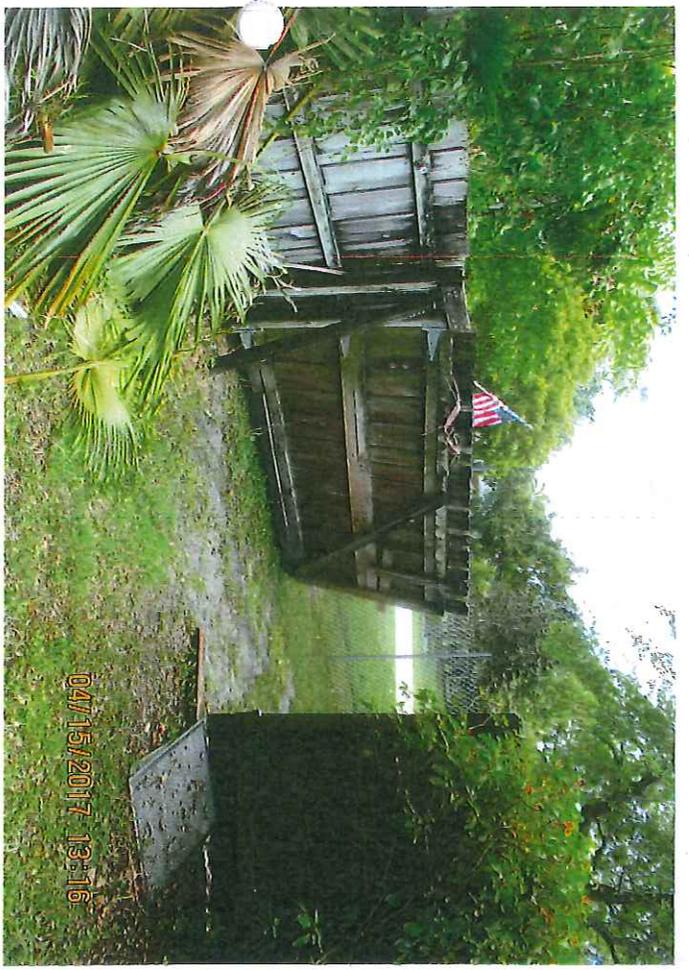
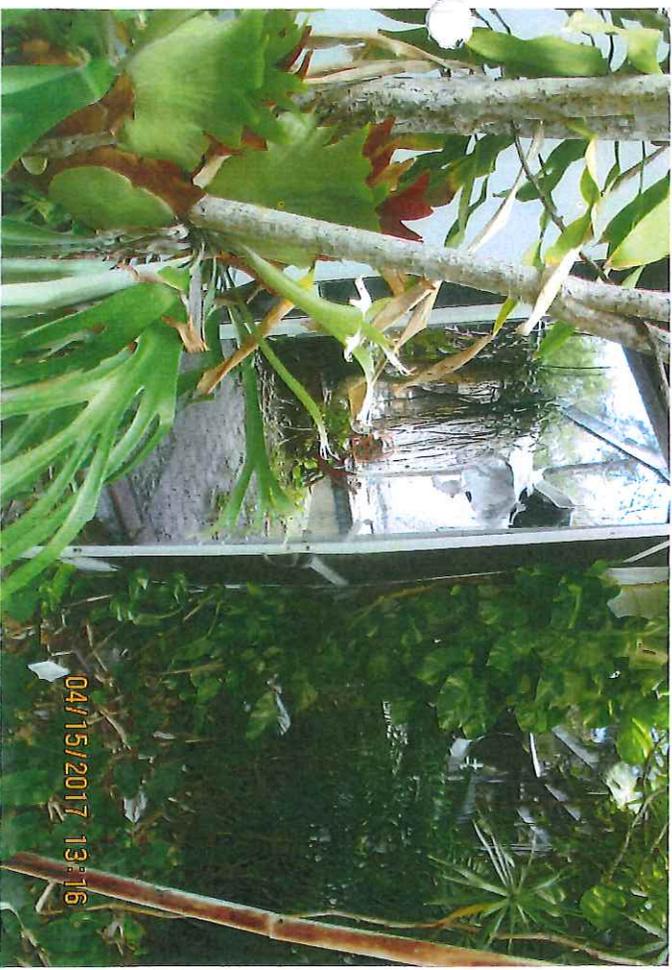
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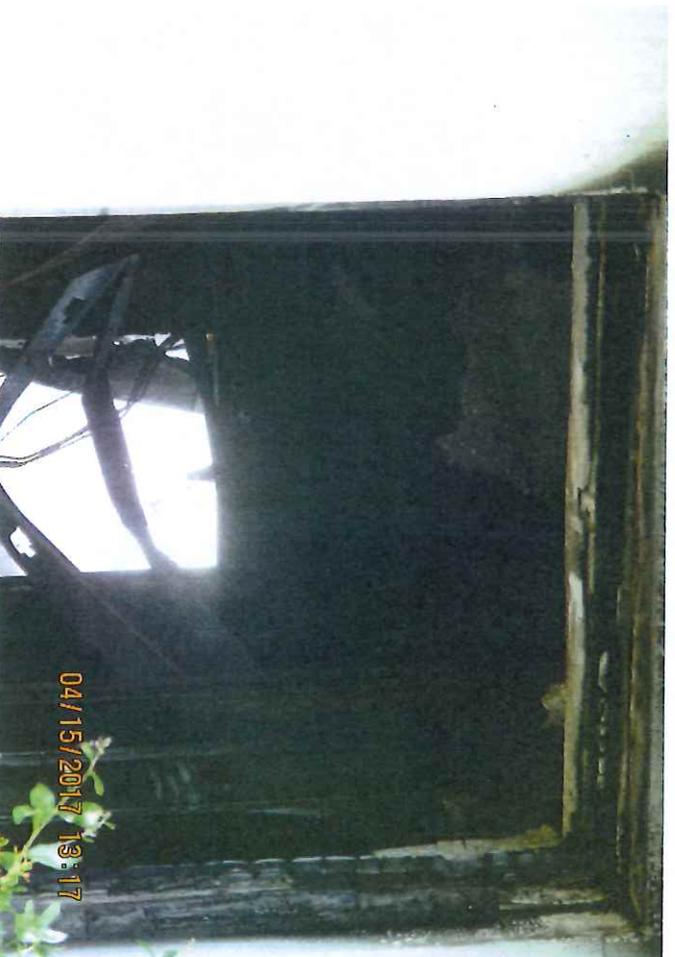
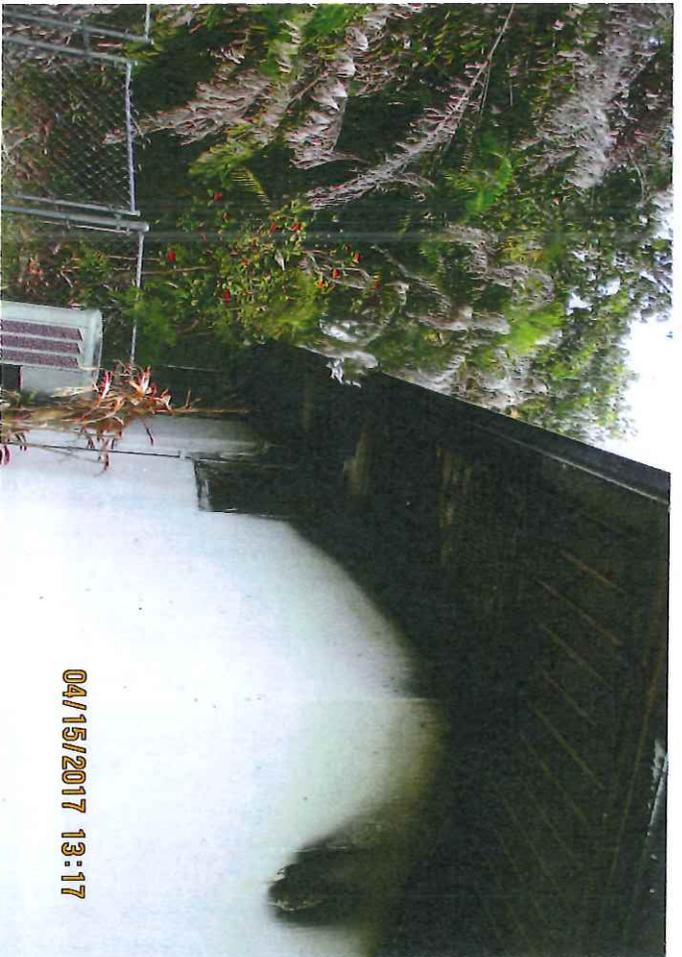
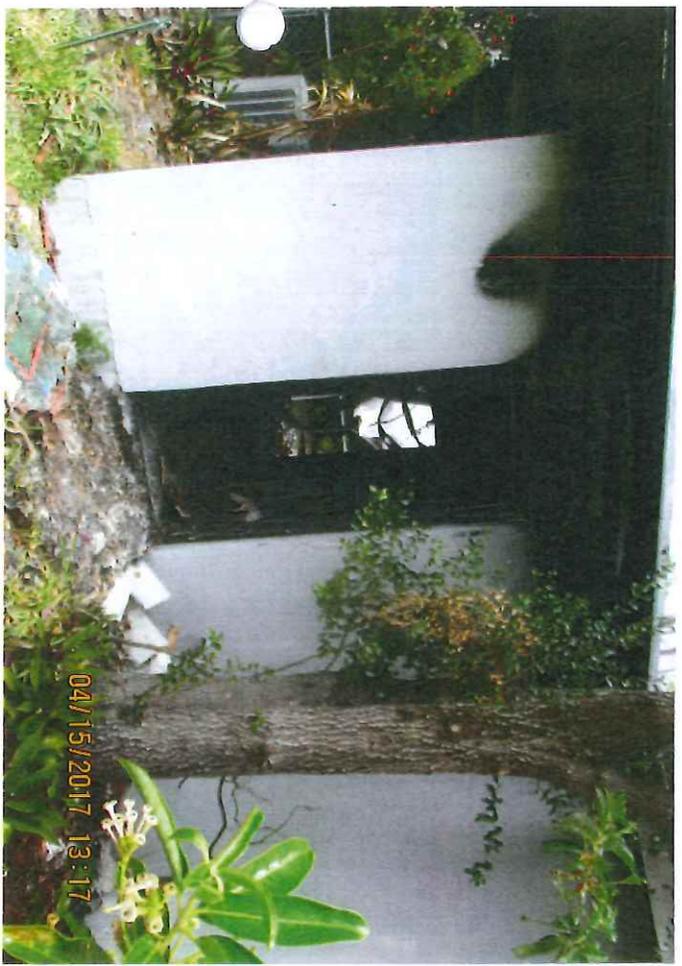


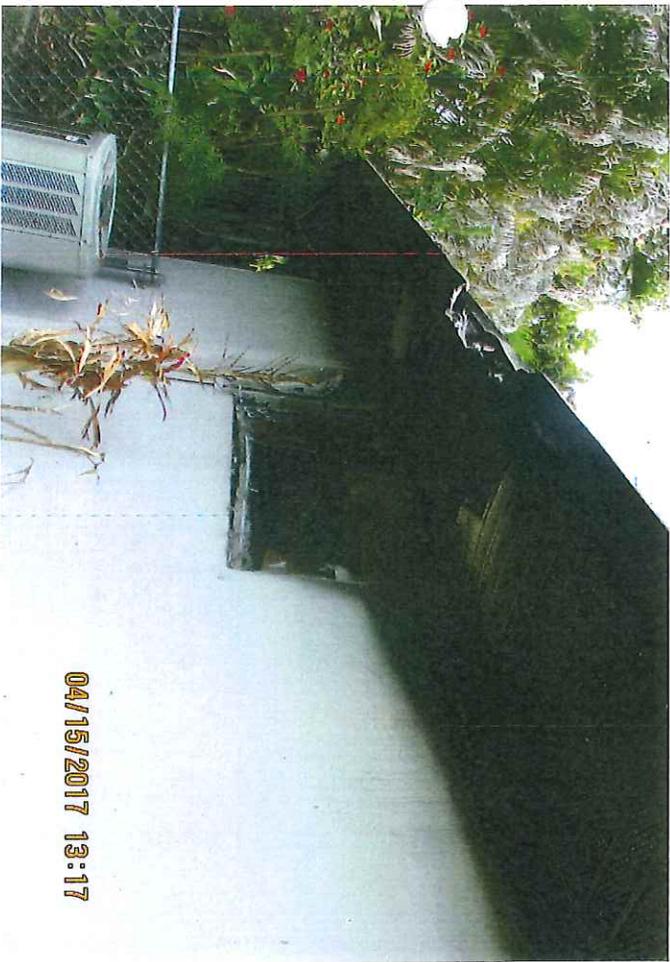
04/15/2017 13:15



04/15/2017 13:15







04/15/2017 13:17

Vanessa Bencomo

From: Vanessa Bencomo
Sent: Monday, April 17, 2017 7:21 AM
To: 'esteban rodriguez'
Subject: RE: 8875 SW 172 Terrace (Unsafe Structure)

Waiting for Unsafe Structure approval.

From: esteban rodriguez [<mailto:green4you@bellsouth.net>]
Sent: Saturday, April 15, 2017 4:48 PM
To: Vanessa Bencomo
Subject: Re: 8875 SW 172 Terrace (Unsafe Structure)

Is that going to be a emergency

E. Rodriguez Landscaping inc

On Apr 15, 2017, at 4:29 PM, Vanessa Bencomo <vbencomo@palmettobay-fl.gov> wrote:

Rodriguez,

Please see what we can do to secure gate.

Thanks

Vanessa Bencomo

Get [Outlook for Android](#)

From: Allen White
Sent: Saturday, April 15, 2:26 PM
Subject: 8875 SW 172 Terrace (Unsafe Structure)
To: Wesley Maltby
Cc: Vanessa Bencomo

-FYI, -Someone keeps entering the property by popping gate open at hinges. -Arrived on site to find gate to property not secured. -Is the Village contractor back, so that we may secure gate. - Also are we still moving forward with taking unsafe structure through County. -Allen Your message is ready to be sent with the following file or link attachments: 2017-04-15 13.17.52 2017-04-15 13.13.39 2017-04-15 13.14.01 2017-04-15 13.14.04 2017-04-15 13.14.31 2017-04-15 13.14.36 2017-04-15 13.14.39 2017-04-15 13.14.42 2017-04-15 13.14.45 2017-04-15 13.14.48 2017-04-15 13.15.01 2017-04-15 13.15.04 2017-04-15 13.15.08 2017-04-15 13.15.32 2017-04-15 13.15.45 2017-04-15 13.15.48 2017-04-15 13.16.00 2017-04-15 13.16.25 2017-04-15 13.16.37 2017-04-15 13.16.42 2017-04-15 13.16.56 2017-04-15 13.17.05 2017-04-15 13.17.09 2017-04-15 13.17.14 2017-04-15 13.17.19 Note: To protect against computer viruses,

e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

- <2017-04-15 13.17.52.jpg>
- <2017-04-15 13.13.39.jpg>
- <2017-04-15 13.14.01.jpg>
- <2017-04-15 13.14.04.jpg>
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- <2017-04-15 13.15.01.jpg>
- <2017-04-15 13.15.04.jpg>
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- <2017-04-15 13.17.09.jpg>
- <2017-04-15 13.17.14.jpg>
- <2017-04-15 13.17.19.jpg>

Vanessa Bencomo

From: esteban rodriguez <green4you@bellsouth.net>
Sent: Saturday, April 15, 2017 4:48 PM
To: Vanessa Bencomo
Subject: Re: 8875 SW 172 Terrace (Unsafe Structure)

Is that going to be a emergency

E. Rodriguez Landscaping inc

On Apr 15, 2017, at 4:29 PM, Vanessa Bencomo <ybencomo@palmettobay-fl.gov> wrote:

Rodriguez,

Please see what we can do to secure gate.

Thanks

Vanessa Bencomo

Get [Outlook for Android](#)

From: Allen White
Sent: Saturday, April 15, 2:26 PM
Subject: 8875 SW 172 Terrace (Unsafe Structure)
To: Wesley Maltby
Cc: Vanessa Bencomo

-FYI, -Someone keeps entering the property by popping gate open at hinges. -Arrived on site to find gate to property not secured. -Is the Village contractor back, so that we may secure gate. - Also are we still moving forward with taking unsafe structure through County. -Allen Your message is ready to be sent with the following file or link attachments: 2017-04-15 13.17.52 2017-04-15 13.13.39 2017-04-15 13.14.01 2017-04-15 13.14.04 2017-04-15 13.14.31 2017-04-15 13.14.36 2017-04-15 13.14.39 2017-04-15 13.14.42 2017-04-15 13.14.45 2017-04-15 13.14.48 2017-04-15 13.15.01 2017-04-15 13.15.04 2017-04-15 13.15.08 2017-04-15 13.15.32 2017-04-15 13.15.45 2017-04-15 13.15.48 2017-04-15 13.16.00 2017-04-15 13.16.25 2017-04-15 13.16.37 2017-04-15 13.16.42 2017-04-15 13.16.56 2017-04-15 13.17.05 2017-04-15 13.17.09 2017-04-15 13.17.14 2017-04-15 13.17.19 Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

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<2017-04-15 13.17.14.jpg>
<2017-04-15 13.17.19.jpg>

Vanessa Bencomo

From: Vanessa Bencomo
Sent: Monday, April 17, 2017 7:20 AM
To: 'esteban rodriguez'
Subject: RE: 8875 SW 172 Terrace (Unsafe Structure)

Please do so and send me the bill.

From: esteban rodriguez [<mailto:green4you@bellsouth.net>]
Sent: Saturday, April 15, 2017 4:47 PM
To: Vanessa Bencomo
Subject: Re: 8875 SW 172 Terrace (Unsafe Structure)

Put locks and chains at hinge point

E. Rodriguez Landscaping inc

On Apr 15, 2017, at 4:29 PM, Vanessa Bencomo <vbencomo@palmettobay-fl.gov> wrote:

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<2017-04-15 13.17.19.jpg>



AFFIDAVIT OF SERVICE/POSTING

VILLAGE OF PALMETTO BAY,
FLORIDA

Case Number: CE-2016-8011

Petitioner,

vs.

SUSAN RIMART

BEFORE ME, the undersigned authority, personally appeared ALLEN WHITE Compliance Inspector for the Village of Palmetto Bay who, after being duly sworn, deposes and says:

1. I am a Code Compliance Inspector for the Village of Palmetto Bay.
2. 4/1/2017, I posted a copy of the attached NOTICE OF LIEN on the following described property:
8875 SW 172 TER

FURTHER AFFIANT SAYETH NOT,

Allen White
ALLEN WHITE, Code Compliance Inspector

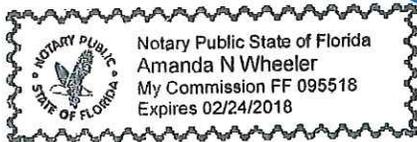
STATE OF FLORIDA)

SS:

COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me this 1 day of April, 2017 by ALLEN WHITE, who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)



Amanda N Wheeler
Signature of Notary Public of Florida

Amanda N Wheeler
Name of Notary Typed, Printed or Stamped



POSTING NOTICE

Date of posting 4/1/2017 Case Number CE-2016-8011

THIS PROPERTY IS IN VIOLATION OF THE CODE OF THE VILLAGE OF PALMETTO BAY. ATTEMPTS TO SERVE THE ATTACHED NOTICE BY CERTIFIED MAIL AND/OR REGULAR MAIL AND/OR HAND DELIVERY WERE MADE PRIOR TO OR CONCURRENTLY WITH POSTING OF THIS NOTICE. ACCORDINGLY, THIS CASE HAS BEEN SCHEDULED TO BE LIENED BY THE VILLAGE OF PALMETTO BAY, SHOULD YOU REQUIRE ANY ADDITIONAL INFORMATION, PLEASE CALL THE VILLAGE OF PALMETTO CODE COMPLIANCE DIVISION.

Code Compliance Inspector

Division of Code Compliance
9705 E Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432



NOTICE OF LIEN

April 1, 2017

SUSAN RIMART
8875 SW 172 TERR
MIAMI, FL 331574559

RE: CASE NUMBER: CE-2016-8011
CIVIL INFRACTION: 1736
PROPERTY ADDRESS: 8875 SW 172 TER, Palmetto Bay, FL 33157
FOLIO NO.: 3350330090280
PROPERTY OWNER: SUSAN RIMART

Our records indicate that the above referenced Notice of Civil Infraction(s) fine in the amount of \$5,000.00 by Code Enforcement remains unpaid as of this day.

A lien will be recorded with the Miami-Dade County office of the Clerk of Circuit and County Court against your personal and real estate property, if payment is not received by April 20, 2017. In addition, your property must come into compliance before fines can be stopped.

If you have any questions, please feel free to call this office at (305) 259-1272, Monday through Friday between 8:30 A.M. and 5:00 P. M.

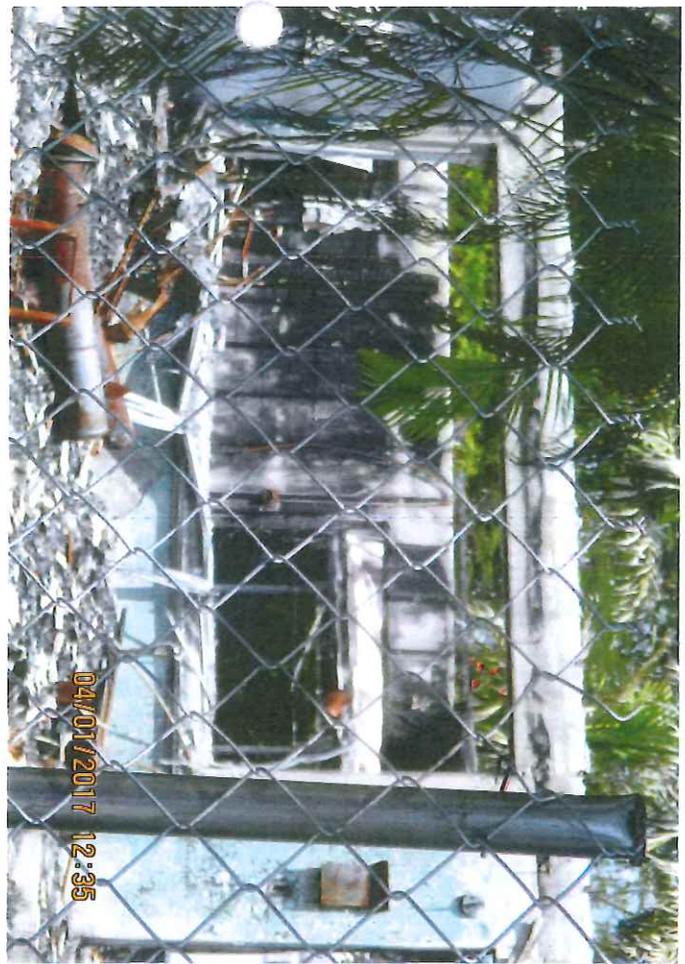
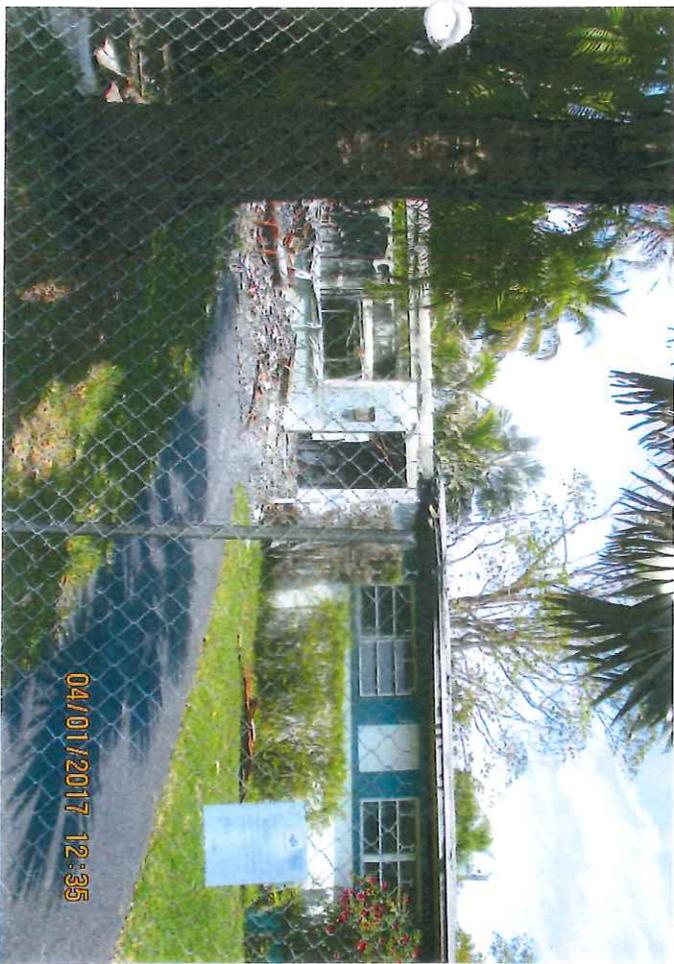
Your cooperation will be greatly appreciated.

Sincerely,

Vanessa Bencomo,
Code Compliance Coordinator
Building and Capital Projects

Enclosure
cc: File

9705 E Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432





CFN 2017R0243389
OR BK 30515 Pgs 1212-1213 (2Pgs)
RECORDED 05/01/2017 11:41:47
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:
Dexter Lehtinen,
Office of Village Attorney
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, FL 33157

(Space Reserved for Clerk of Court)

CLAIM OF LIEN – SPECIAL ASSESSMENT PRIORITY

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

BEFORE ME, the undersigned authority, personally appeared **EDWARD SILVA** who, being duly sworn, deposes and says that:

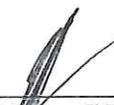
1. He is the Village Manager of the Lienor, the **VILLAGE OF PALMETTO BAY, Florida**, a municipal corporation incorporated under the laws of the State of Florida, address at 9705 E Hibiscus Street, Palmetto Bay, FL 33157.
2. In accordance with the authority granted Lienor by the Florida Statutes and the Municipal Code of the Village, a **Lien with Special Assessment Priority as recognized under section 170.09, Florida Statutes, and as provided under the Village’s Code of Ordinances, section 2-205(i)(2)**, is hereby imposed for failure to comply lawfully imposed fine for the violation described on the true copy of the Notice of Civil Infraction **1736**.
3. This Lien, with Special Assessment priority, is imposed in the amount of **\$5,000.00** plus recording fees, which remains unpaid as of this date (**3/28/2017**), together with an additional fine of **\$ 00.00** per day which shall continue to accrue until the violator, **SUSAN RIMART** comes into compliance or until a judgment is rendered in a suit to foreclose this Lien with special assessment priority, against the real property known as **8875 SW 172 TER** and whose legal description is **33 55 40BENSON PARK PB 64-128LOT 8 BLK 3LOT SIZE 120.000 X 128OR 14092-3354 0489 1F/A/U 30-5033-009-0280**
FOLIO NO. **3350330090280**.
4. The Village of Palmetto Bay does impose and claim Certified Lien with Special Assessment Priority for said services from the first day of **3/28/2017** with interest thereon at a rate of 18% per annum.



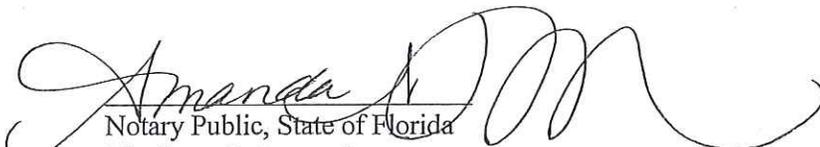
(Space Reserved for Clerk of Court)

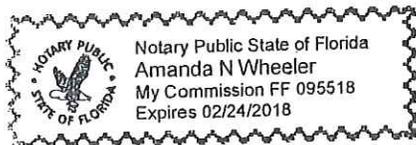
- 5. A Notice of Lien with special assessment priority was posted to the record owner **SUSAN RIMART**, of the aforementioned real property, to-wit: **8875 SW 172 TER, Palmetto Bay, Florida 33157** by posting method, on the 1 day of **April**, 2017.

VILLAGE OF PALMETTO BAY

By 
Edward Silva C.B.O., R.A.C.F.M
 Village Manager

The foregoing instrument was acknowledged before me this 24 day of April, 2017 by **EDWARD SILVA** who is () personally known to me or () who produced _____ as identification.


 Notary Public, State of Florida
 My Commission expires:



STATE OF FLORIDA, COUNT OF DADE
 I HEREBY CERTIFY that this is a true copy of the original filed in this office on 17 day of _____, A D 20 17
 WITNESS my hand and Official Seal.
Harvey Ruvim
 HARVEY RUVIM, CLERK, of Circuit and County Courts
 D.C.





CFN 2017R0243380
 OR BK 30515 Pgs 1193-1195 (3Pgs)
 RECORDED 05/01/2017 11:41:47
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:
 Dexter Lehtinen,
 Office of Village Attorney
 Village of Palmetto Bay
 9705 E Hibiscus Street
 Palmetto Bay, FL 33157

(Space Reserved for Clerk of Court)

CLAIM OF LIEN – SPECIAL ASSESSMENT PRIORITY

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

BEFORE ME, the undersigned authority, personally appeared **EDWARD SILVA** who, being duly sworn, deposes and says that:

1. He is the Village Manager of the Lienor, the **VILLAGE OF PALMETTO BAY, Florida**, a municipal corporation incorporated under the laws of the State of Florida, address at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.
2. In accordance with the authority granted Lienor by the Florida Statutes and the Municipal Code of the Village, a **Lien with Special Assessment Priority as recognized under section 170.09, Florida Statutes, and as provided under the Village’s Code of Ordinances, sections 2-205(i)(2) and 27-03**, is hereby imposed for failure to comply lawfully imposed fine for the lot maintenance violation under Chapter 27-03, of the Village of Palmetto Bay’s Code of Ordinances, for the costs associated with the clean-up of the property by the Village of Palmetto Bay. Attached hereto is the invoice for the costs associated with clean-up.
3. This Lien, with Special Assessment priority, is imposed in the amount of **\$52.00** plus recording fees, which remains unpaid as of this date (**2/22/2017**), together with an additional fine of \$ **00.00** per day which shall continue to accrue until the violator, **SUSAN RIMART** comes into compliance or until a judgment is rendered in a suit to foreclose this Lien with special assessment priority, against the real property known as **8875 SW 172 TER**, and whose legal description is **33 55 40BENSON PARK PB 64-128LOT 8 BLK 3LOT SIZE 120.000 X 128OR 14092-3354 0489 1E/A/U 30-5033-009-0280**
FOLIO NO. 3350330090280.
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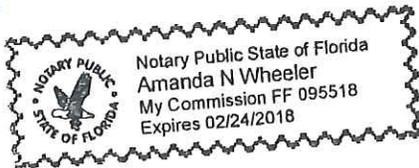
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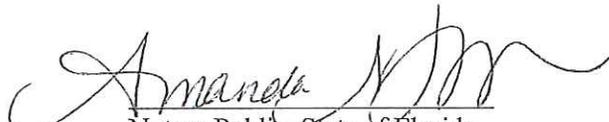
5. A Notice of Lien with special assessment priority was posted to the record owner SUSAN RIMART, of the aforementioned real property, to-wit: 8875 SW 172 TER, Palmetto Bay, Florida 33157 by method of posting on the 11 day of March, 2017.

VILLAGE OF PALMETTO BAY

By 
Edward Silva C.B.O., R.A.C.F.M
Village Manager

The foregoing instrument was acknowledged before me this 7 day of April, 2017 by EDWARD SILVA who is () personally known to me or () who produced _____ as identification.




Notary Public, State of Florida
My Commission expires:



E. Rodriguez Landscaping Inc.

INVOICE

E. Rodriguez Landscaping Inc.
 PO box 971987
 Miami FL 33197
 (786) 286-7112

DATE: March 10, 2017
 INVOICE # 2017-066

TO Village of Palmetto Bay
 9705 E. Hibiscus ST
 Palmetto Bay, FL 33157

FAX

INVOICE NO.	INVOICE DATE	DATE SHIPPED	SHIPPED VIA	FOB	TAX EXEMPT #	P.O. NUMBER
2017-066	3/10/2017					

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00		Temporary fence at 8875 SW 172 TER- Third month	\$ 52.00	\$ 52.00
		RUSH ORDER OR OTHER EXPENSE		

SUBTOTAL
 SALES TAX
 TOTAL \$ 52.00

Make all checks payable to E.Rodriguez Landscaping Inc.

Thank you for your business!

STATE OF FLORIDA, COUNTY OF DADE
 I HEREBY CERTIFY that this is a true copy of the
 original filed in this office on 15 day of 17
 _____, A.D. 20
 WITNESS my hand and Official Seal.
 HARVEY RUVIN, CLERK, of Circuit and County Courts
 310226 D.C.



Wesley Mathey
 Wesley Mathey

DR BK 30515 PG 1195
 LAST PAGE



POSTING NOTICE

Date of posting 5/26/2017

Case Number CE-2016-8011

THIS PROPERTY IS IN VIOLATION OF THE CODE OF THE VILLAGE OF PALMETTO BAY. ATTEMPTS TO SERVE THE ATTACHED NOTICE BY CERTIFIED MAIL AND/OR REGULAR MAIL AND/OR HAND DELIVERY WERE MADE PRIOR TO OR CONCURRENTLY WITH POSTING OF THIS NOTICE. ACCORDINGLY, THIS CASE HAS A BALANCE OF \$52.00 FOR LOT CLEARING AND \$250.00 FOR ADMINISTRATIVE FEES BY THE VILLAGE OF PALMETTO BAY, SHOULD YOU REQUIRE ANY ADDITIONAL INFORMATION, PLEASE CALL THE VILLAGE OF PALMETTO CODE COMPLIANCE DIVISION.

Code Compliance Officer

Building and Capital Projects
9705 E Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432



NOTICE OF LIEN

May 26, 2017

SUSAN RIMART
8875 SW 172 TERR
MIAMI, FL 331574559

**RE: NOTICE OF LOT CLEARING PURSUANT TO CHAPTER 27
OF THE VILLAGE'S CODE OF ORDINANCES
CASE NUMBER: CE-2016-8011
PROPERTY ADDRESS: 8875 SW 172 TER, Palmetto Bay, Florida
FOLIO NO.: 3350330090280**

Our records indicate that the above referenced Lot Clearing in the amount of \$52.00 for TEMP FENCE on 5/21/2017, by Code Enforcement remains unpaid as of this day. Enclosed is a copy of the invoice for the hard costs associated with clean up of the property.

A lien will be recorded with the Miami-Dade County office of the Clerk of Circuit and County Court against your personal and real estate property, if payment is not received by June 15, 2017.

If you have any questions, please feel free to call this office at (305) 259-1272 Monday through Friday between 8:30 A.M. and 5:00 P. M.

Your cooperation will be greatly appreciated.

Sincerely,

Vanessa Bencomo,
Building and Capital Projects
Code Compliance Coordinator
Enclosure
cc: File

9705 E. Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432



NOTICE OF LIEN

May 26, 2017

SUSAN RIMART
8875 SW 172 TERR
MIAMI, FL 331574559

**RE: NOTICE OF LOT CLEARING PURSUANT TO CHAPTER 27
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PROPERTY ADDRESS: 8875 SW 172 TER, Palmetto Bay, Florida
FOLIO NO.: 3350330090280**

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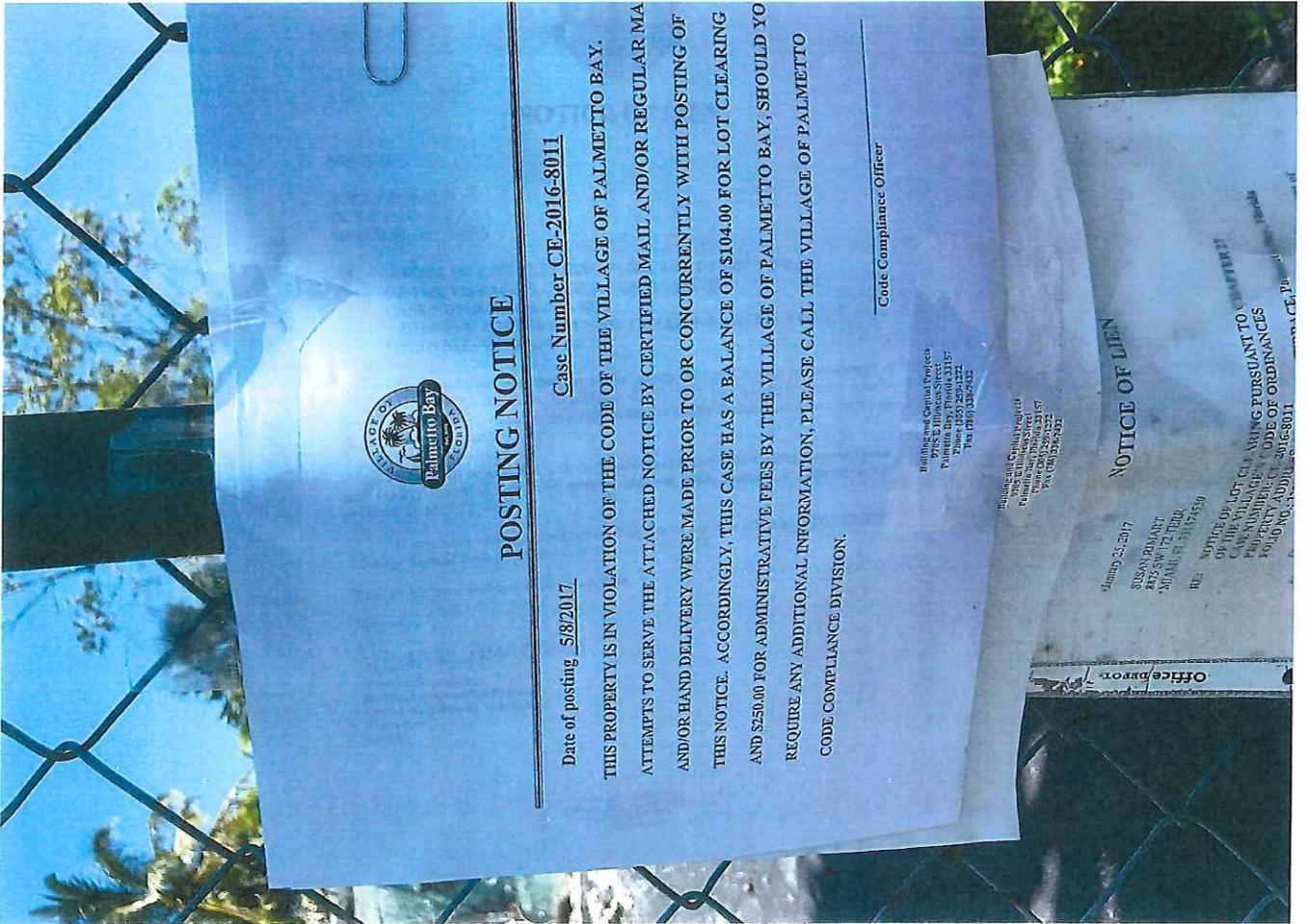
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Building and Capital Projects
Code Compliance Coordinator
Enclosure
cc: File

9705 E. Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432



POSTING NOTICE

Date of posting 5/8/2017 Case Number CE-2016-8011

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Code Compliance Officer

Planning and Capital Projects
 2710 S. Dixie Highway
 Palmetto Bay, Florida 33157
 Phone: (305) 255-1272
 Fax: (305) 255-4322

Planning and Capital Projects
 2710 S. Dixie Highway
 Palmetto Bay, Florida 33157
 Phone: (305) 255-1272
 Fax: (305) 255-4322

NOTICE OF LIEN

March 23, 2017
 SUSAN BRYANT
 8105 SW 71ST TRAIL
 AUSTIN, TX 78745-5939
 RE: NOTICE OF LOT CLEARING PURSUANT TO CHAPTER 27
 OF THE VILLAGE OF PALMETTO BAY, FLORIDA CODE OF ORDINANCES
 PROPERTY IDENTIFICATION: CE-2016-8011
 PARCEL NO. ADDITIONAL INFORMATION



POSTING NOTICE

Date of posting 5/8/2017

Case Number CE-2016-8011

THIS PROPERTY IS IN VIOLATION OF THE CODE OF THE VILLAGE OF PALMETTO BAY. ATTEMPTS TO SERVE THE ATTACHED NOTICE BY CERTIFIED MAIL AND/OR REGULAR MAIL AND/OR HAND DELIVERY WERE MADE PRIOR TO OR CONCURRENTLY WITH POSTING OF THIS NOTICE. ACCORDINGLY, THIS CASE HAS A BALANCE OF \$104.00 FOR LOT CLEARING AND \$250.00 FOR ADMINISTRATIVE FEES BY THE VILLAGE OF PALMETTO BAY, SHOULD YOU REQUIRE ANY ADDITIONAL INFORMATION, PLEASE CALL THE VILLAGE OF PALMETTO CODE COMPLIANCE DIVISION.

Code Compliance Officer

Building and Capital Projects
9705 E Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432



NOTICE OF LIEN

May 8, 2017

SUSAN RIMART
8875 SW 172 TERR
MIAMI, FL 331574559

**RE: NOTICE OF LOT CLEARING PURSUANT TO CHAPTER 27
OF THE VILLAGE'S CODE OF ORDINANCES
CASE NUMBER: CE-2016-8011
PROPERTY ADDRESS: 8875 SW 172 TER, Palmetto Bay, Florida
FOLIO NO.: 3350330090280**

Our records indicate that the above referenced Lot Clearing in the amount of \$104.00 for TEMP FENCE on 3/21/2017 and 4/21/2017, by Code Enforcement remains unpaid as of this day. Enclosed is a copy of the invoice for the hard costs associated with clean up of the property.

A lien will be recorded with the Miami-Dade County office of the Clerk of Circuit and County Court against your personal and real estate property, if payment is not received by May 28, 2017.

If you have any questions, please feel free to call this office at (305) 259-1272 Monday through Friday between 8:30 A.M. and 5:00 P. M.

Your cooperation will be greatly appreciated.

Sincerely,

Vanessa Bencomo,
Building and Capital Projects
Code Compliance Coordinator
Enclosure
cc: File

9705 E. Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432



CFN 2017R0351029
OR BK 30581 Pgs 4838-4841 (4Pgs)
RECORDED 06/21/2017 11:05:39
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:
Dexter Lehtinen,
Office of Village Attorney
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, FL 33157

(Space Reserved for Clerk of Court)

CLAIM OF LIEN – SPECIAL ASSESSMENT PRIORITY

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

BEFORE ME, the undersigned authority, personally appeared EDWARD SILVA who, being duly sworn, deposes and says that:

1. He is the Village Manager of the Lienor, the **VILLAGE OF PALMETTO BAY, Florida**, a municipal corporation incorporated under the laws of the State of Florida, address at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.
2. In accordance with the authority granted Lienor by the Florida Statutes and the Municipal Code of the Village, a **Lien with Special Assessment Priority as recognized under section 170.09, Florida Statutes, and as provided under the Village’s Code of Ordinances, sections 2-205(i)(2) and 27-03**, is hereby imposed for failure to comply lawfully imposed fine for the lot maintenance violation under Chapter 27-03, of the Village of Palmetto Bay’s Code of Ordinances, for the costs associated with the clean-up of the property by the Village of Palmetto Bay. Attached hereto is the invoice for the costs associated with clean-up.
3. This Lien, with Special Assessment priority, is imposed in the amount of **\$104.00** plus recording fees, which remains unpaid as of this date (4/22/2017), together with an additional fine of \$ **00.00** per day which shall continue to accrue until the violator, SUSAN RIMART comes into compliance or until a judgment is rendered in a suit to foreclose this Lien with special assessment priority, against the real property known as 8875 SW 172 TER, and whose legal description is 33 55 40BENSON PARK PB 64-128LOT 8 BLK 3LOT SIZE 120.000 X 128OR 14092-3354 0489 1F/A/U 30-5033-009-0280
FOLIO NO. 3350330090280.
4. The Village of Palmetto Bay does impose and claim Certified Lien with Special Assessment Priority for said services from the first day of 4/22/2017 with interest thereon at a rate of 18% per annum.



H.

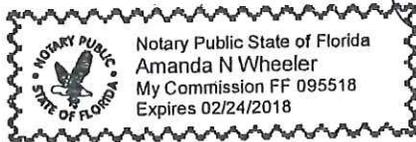
(Space Reserved for Clerk of Court)

5. A Notice of Lien with special assessment priority was posted to the record owner SUSAN RIMART, of the aforementioned real property, to-wit: 8875 SW 172 TER, Palmetto Bay, Florida 33157 by method of posting on the 8 day of May, 2017.

VILLAGE OF PALMETTO BAY

By 
Edward Silva C.B.O., R.A.C.F.M
Village Manager

The foregoing instrument was acknowledged before me this 6 day of June, 2017 by EDWARD SILVA who is () personally known to me or () who produced _____ as identification.





Notary Public, State of Florida
My Commission expires:



E. Rodriguez Landscaping Inc.

INVOICE

E. Rodriguez Landscaping Inc.
 PO box 971987
 Miami FL 33197
 (786) 286-7112

DATE: April 21, 2017
 INVOICE # 2017-0110

TO Village of Palmetto Bay
 9705 E. Hibiscus ST
 Palmetto Bay, FL 33157

FAX

INVOICE NO.	INVOICE DATE	DATE SHIPPED	SHIPPED VIA	FOB	TAX EXEMPT #	P.O. NUMBER
2017-090	4/17/2017					

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00		8875 sw 172 ter. temporary fence 3/ 21/17.	\$ 50.00	\$ 52.00
		RUSH ORDER OR OTHER EXPENSE		
SUBTOTAL				
SALES TAX				
TOTAL				\$ 52.00

Make all checks payable to E.Rodriguez Landscaping Inc.

Thank you for your business!



Wesley Mathey

 Wesley Mathey

E. Rodriguez Landscaping Inc.

INVOICE

E. Rodriguez Landscaping Inc.
 PO box 971987
 Miami FL 33197
 (786) 286-7112

DATE: May 1, 2017
 INVOICE # 2017-0111

TO Village of Palmetto Bay
 9705 E. Hibiscus ST
 Palmetto Bay, FL 33157

FAX

LAST PAGE

INVOICE NO.	INVOICE DATE	DATE SHIPPED	SHIPPED VIA	FOB	TAX EXEMPT #	P.O. NUMBER
2017-0111	5/1/2017					

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00		8875 sw 172 ter. temporary fence 4/21/17	\$ 50.00	\$ 52.00
		RUSH ORDER OR OTHER EXPENSE		
				SUBTOTAL
				SALES TAX
				TOTAL \$ 52.00

Make all checks payable to E.Rodriguez Landscaping Inc.

Thank you for your business!

STATE OF FLORIDA, COUNTY OF DADE
 I HEREBY CERTIFY that this is a true copy of the
 original filed in this office on 21 day of
June, A.D. 2017
 WITNESS my hand and Official Seal
 JIMMEY RUVIN, CLERK of Circuit and County Courts
 By [Signature] DC
ERIC STRINGER #172204



[Signature]
 Wesley Maltby



06 23 2017



06 23 2017



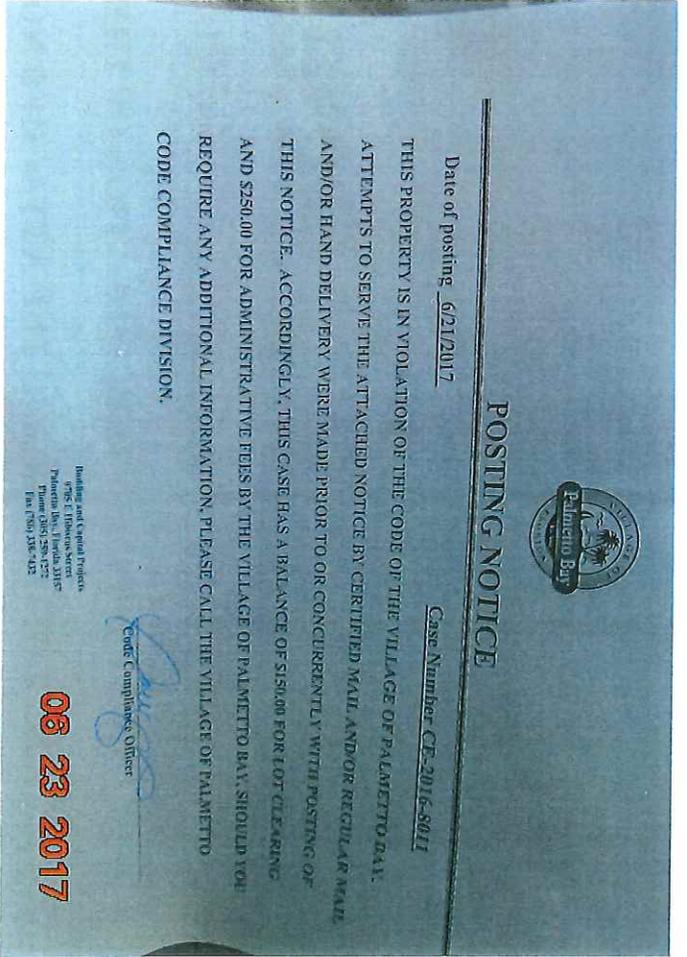
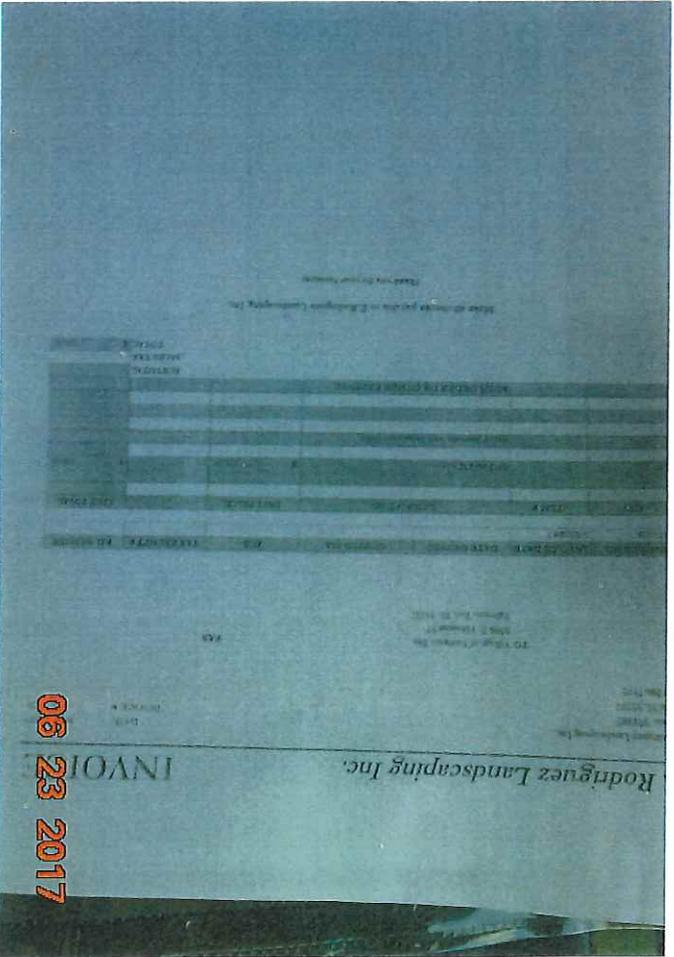
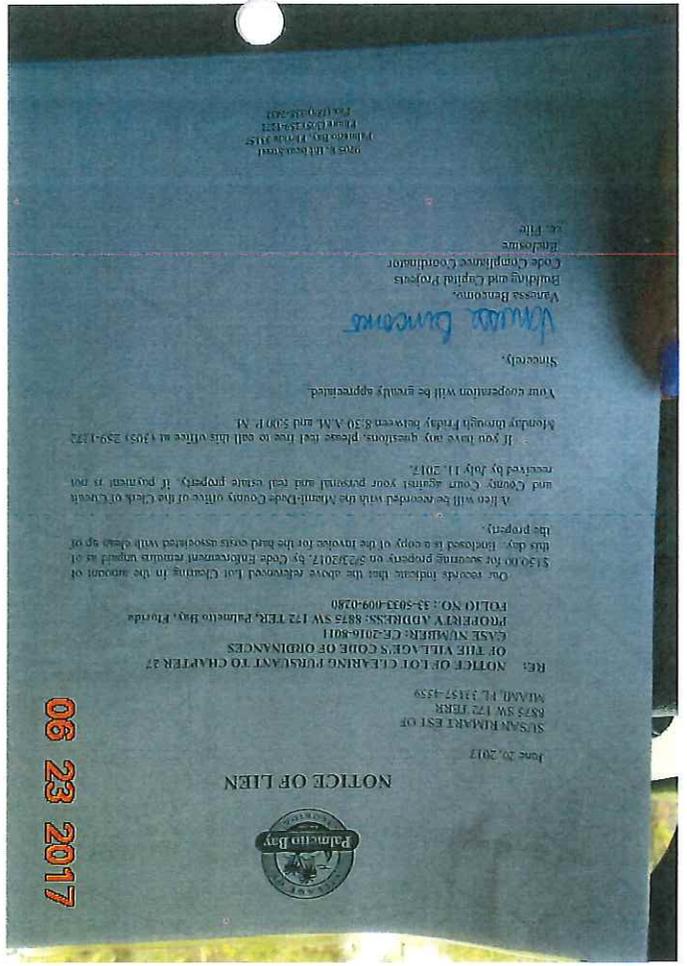
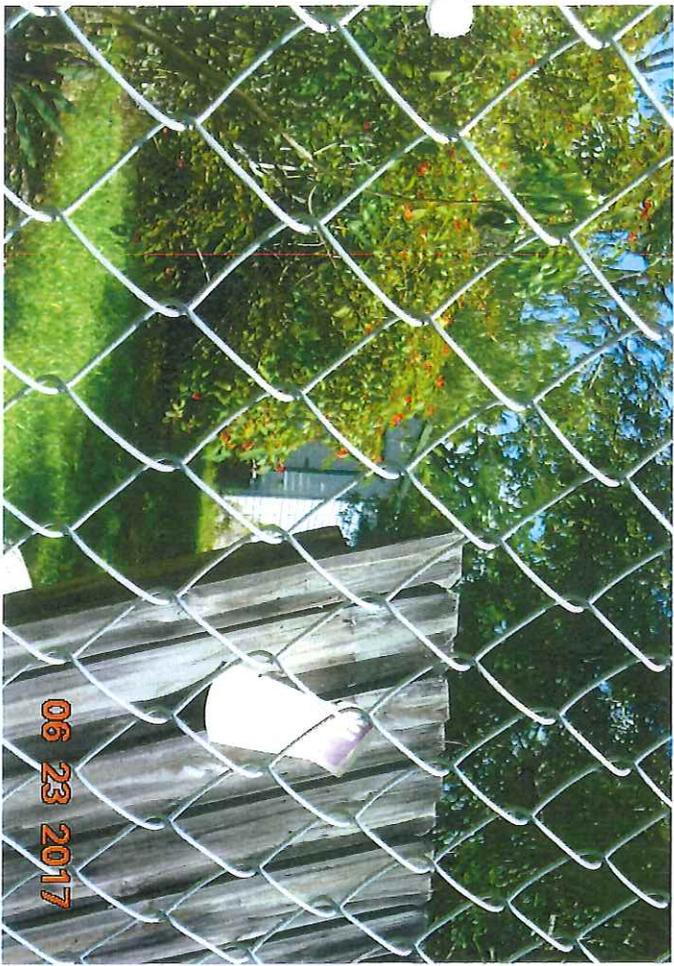
06 23 2017



06 23 2017



1





POSTING NOTICE

Date of posting 6/21/2017

Case Number CE-2016-8011

THIS PROPERTY IS IN VIOLATION OF THE CODE OF THE VILLAGE OF PALMETTO BAY. ATTEMPTS TO SERVE THE ATTACHED NOTICE BY CERTIFIED MAIL AND/OR REGULAR MAIL AND/OR HAND DELIVERY WERE MADE PRIOR TO OR CONCURRENTLY WITH POSTING OF THIS NOTICE. ACCORDINGLY, THIS CASE HAS A BALANCE OF \$150.00 FOR LOT CLEARING AND \$250.00 FOR ADMINISTRATIVE FEES BY THE VILLAGE OF PALMETTO BAY, SHOULD YOU REQUIRE ANY ADDITIONAL INFORMATION, PLEASE CALL THE VILLAGE OF PALMETTO CODE COMPLIANCE DIVISION.

Code Compliance Officer

Building and Capital Projects
9705 E Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432



NOTICE OF LIEN

June 20, 2017

SUSAN RIMART EST OF
8875 SW 172 TERR
MIAMI, FL 33157-4559

**RE: NOTICE OF LOT CLEARING PURSUANT TO CHAPTER 27
OF THE VILLAGE'S CODE OF ORDINANCES
CASE NUMBER: CE-2016-8011
PROPERTY ADDRESS: 8875 SW 172 TER, Palmetto Bay, Florida
FOLIO NO.: 33-5033-009-0280**

Our records indicate that the above referenced Lot Clearing in the amount of \$150.00 for securing property on 5/23/2017, by Code Enforcement remains unpaid as of this day. Enclosed is a copy of the invoice for the hard costs associated with clean up of the property.

A lien will be recorded with the Miami-Dade County office of the Clerk of Circuit and County Court against your personal and real estate property, if payment is not received by July 11, 2017.

If you have any questions, please feel free to call this office at (305) 259-1272 Monday through Friday between 8:30 A.M. and 5:00 P. M.

Your cooperation will be greatly appreciated.

Sincerely,

Vanessa Bencomo,
Building and Capital Projects
Code Compliance Coordinator
Enclosure
cc: File

9705 E. Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432

Vanessa Bencomo

From: esteban rodriguez <green4you@bellsouth.net>
Sent: Monday, April 17, 2017 11:23 AM
To: Vanessa Bencomo
Subject: Unsafe structure



E. Rodriguez Landscaping inc

Vanessa Bencomo

From: Allen White
Sent: Wednesday, July 19, 2017 8:26 AM
To: Vanessa Bencomo
Cc: Wesley Maltby
Subject: 8875 SW 172 TER
Attachments: 2017-07-19 07.16.50.jpg; 2017-07-19 07.16.56.jpg

-No longer have access.

-Locks changed.

-Complainant states there are a lot of mosquitoes and wanted the pool checked.

-Complainant is also upset, that nothing has been done to fix the current issue.

-Allen

Your message is ready to be sent with the following file or link attachments:

2017-07-19 07.16.50

2017-07-19 07.16.56

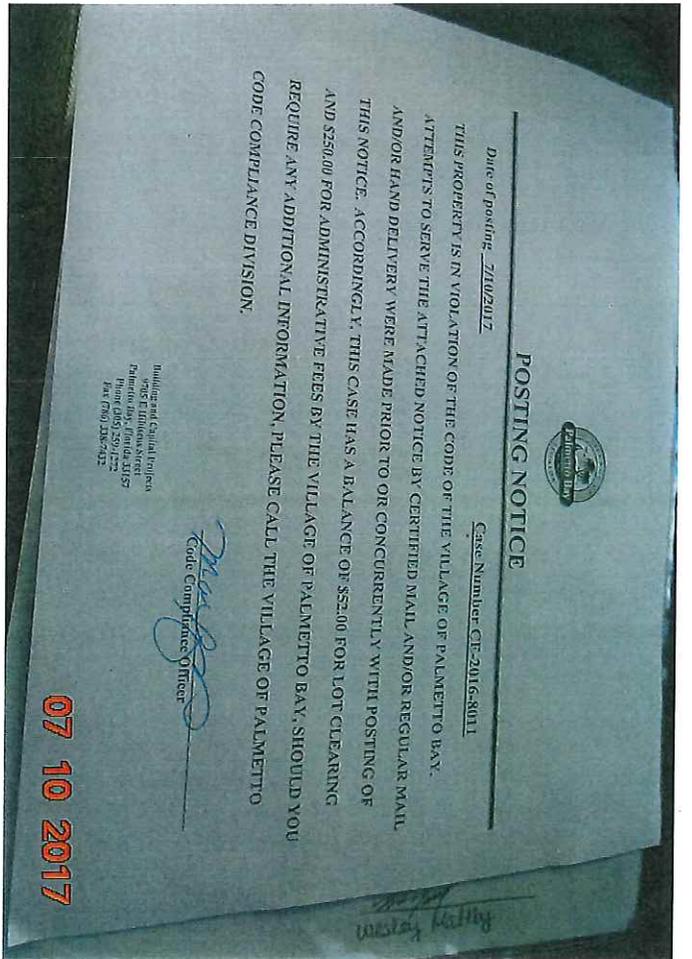
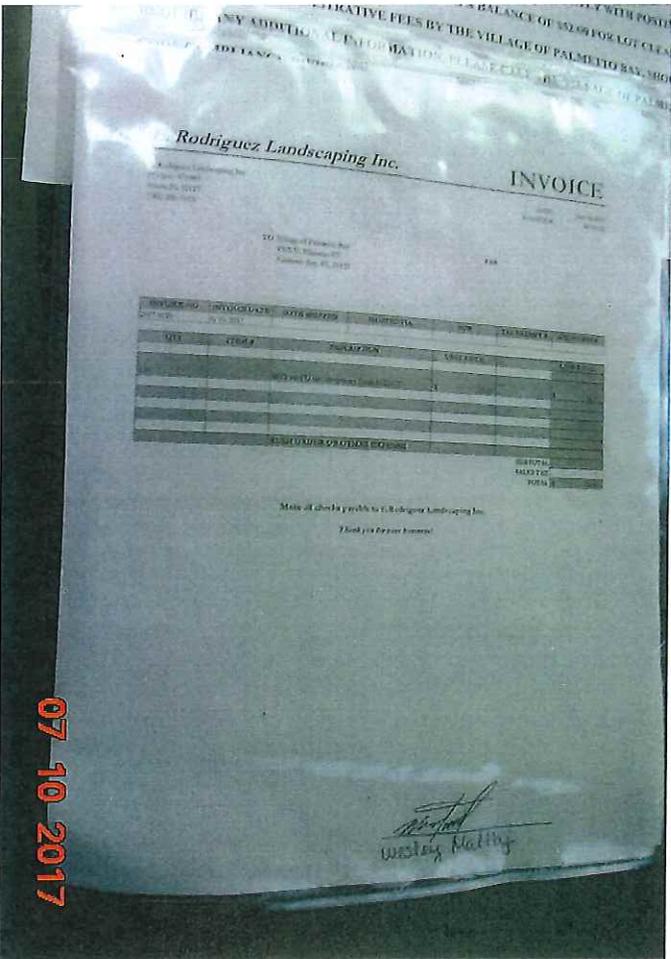
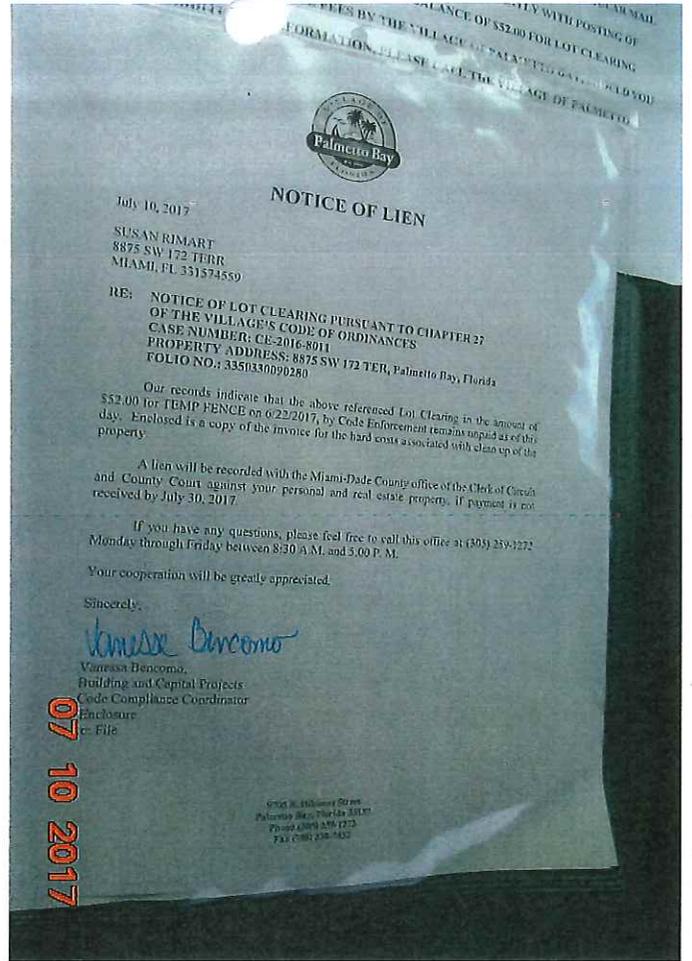
Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



07/19/2017 07:16

07/19/2017 07:16







POSTING NOTICE

Date of posting: 7/10/2017 Case Number: CE-2017-011
THIS PROPERTY IS IN VIOLATION OF THE CODE OF THE VILLAGE OF PALMETTO BAY. ATTEMPTS TO SERVE THE ATTACHED NOTICE BY REGISTERED MAIL AND BY REGULAR MAIL AND BY HAND DELIVERY WERE MADE THIS TO DATE CONCURRENTLY WITH POSTING OF THIS NOTICE. ACCORDINGLY, THE CAM HAS A RELEASE OF LIABILITY FOR CLEARING AND \$250.00 FOR ADMINISTRATIVE FEES BY THE VILLAGE OF PALMETTO BAY. SHOULD YOU REQUIRE ANY ADDITIONAL INFORMATION, PLEASE CALL THE VILLAGE OF PALMETTO BAY CODE COMPLIANCE DIVISION.



NOTICE OF LITIGATION

TO: [Name]
[Address]
[City, State, Zip]
FROM: [Name]
[Address]
[City, State, Zip]



07 10 2017



POSTING NOTICE

Date of posting 7/10/2017

Case Number CE-2016-8011

THIS PROPERTY IS IN VIOLATION OF THE CODE OF THE VILLAGE OF PALMETTO BAY. ATTEMPTS TO SERVE THE ATTACHED NOTICE BY CERTIFIED MAIL AND/OR REGULAR MAIL AND/OR HAND DELIVERY WERE MADE PRIOR TO OR CONCURRENTLY WITH POSTING OF THIS NOTICE. ACCORDINGLY, THIS CASE HAS A BALANCE OF \$52.00 FOR LOT CLEARING AND \$250.00 FOR ADMINISTRATIVE FEES BY THE VILLAGE OF PALMETTO BAY, SHOULD YOU REQUIRE ANY ADDITIONAL INFORMATION, PLEASE CALL THE VILLAGE OF PALMETTO CODE COMPLIANCE DIVISION.

Code Compliance Officer

Building and Capital Projects
9705 E Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432



NOTICE OF LIEN

July 10, 2017

SUSAN RIMART
8875 SW 172 TERR
MIAMI, FL 331574559

**RE: NOTICE OF LOT CLEARING PURSUANT TO CHAPTER 27
OF THE VILLAGE'S CODE OF ORDINANCES
CASE NUMBER: CE-2016-8011
PROPERTY ADDRESS: 8875 SW 172 TER, Palmetto Bay, Florida
FOLIO NO.: 3350330090280**

Our records indicate that the above referenced Lot Clearing in the amount of \$52.00 for TEMP FENCE on 6/22/2017, by Code Enforcement remains unpaid as of this day. Enclosed is a copy of the invoice for the hard costs associated with clean up of the property.

A lien will be recorded with the Miami-Dade County office of the Clerk of Circuit and County Court against your personal and real estate property, if payment is not received by July 30, 2017.

If you have any questions, please feel free to call this office at (305) 259-1272 Monday through Friday between 8:30 A.M. and 5:00 P. M.

Your cooperation will be greatly appreciated.

Sincerely,

Vanessa Bencomo,
Building and Capital Projects
Code Compliance Coordinator
Enclosure
cc: File

9705 E. Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432

POSTING NOTICE

Date of posting: 07/27/17 Case Number: CE-16-8911

THIS PROPERTY IS IN VIOLATION OF THE CODE OF THE VILLAGE OF PALMETTO BEACH. ATTEMPTS TO SERVE THE ATTACHED NOTICE BY CERTIFIED MAIL AND/OR REGULAR MAIL AND HAND DELIVERY WERE MADE. FORMS FOR THE ATTACHED NOTICE AND FOR THE NOTICE OF LIEN ARE ATTACHED TO THIS CASE. AS A RESULT OF THE VIOLATION OF THE CODE OF THE VILLAGE OF PALMETTO BEACH, YOU ARE REQUIRED TO TAKE IMMEDIATE ACTION TO CORRECT THE VIOLATION. IF YOU HAVE ANY ADDITIONAL INFORMATION, PLEASE CALL THE OFFICE OF PALMETTO BEACH CODE COMPLIANCE DIVISION.

City of Palmetto Beach
Code Compliance Division
10000 Palmetto Beach Blvd.
Palmetto Beach, FL 32909

NOTICE OF LIEN

Date of posting: 07/27/17
Municipality: Palmetto Beach, FL
Case Number: CE-16-8911

RE: NOTICE OF LIEN CLAIMING AS A RESULT OF THE VIOLATION OF THE CODE OF THE VILLAGE OF PALMETTO BEACH, PROPERTY ADDRESS: 10000 Palmetto Beach Blvd., Palmetto Beach, FL 32909.

The attached notice has been returned to the office in the amount of \$1000.00. The amount of the lien is \$1000.00. The amount of the lien is \$1000.00. The amount of the lien is \$1000.00.

If you have any questions, please call the office at (813) 987-1111. Hours of operation: Monday through Friday, 8:00 AM to 5:00 PM.

Your cooperation will be greatly appreciated.

Sincerely,

 Victoria Roberts
 Planning and Code Compliance
 City of Palmetto Beach
 10000 Palmetto Beach Blvd.
 Palmetto Beach, FL 32909

POSTING NOTICE

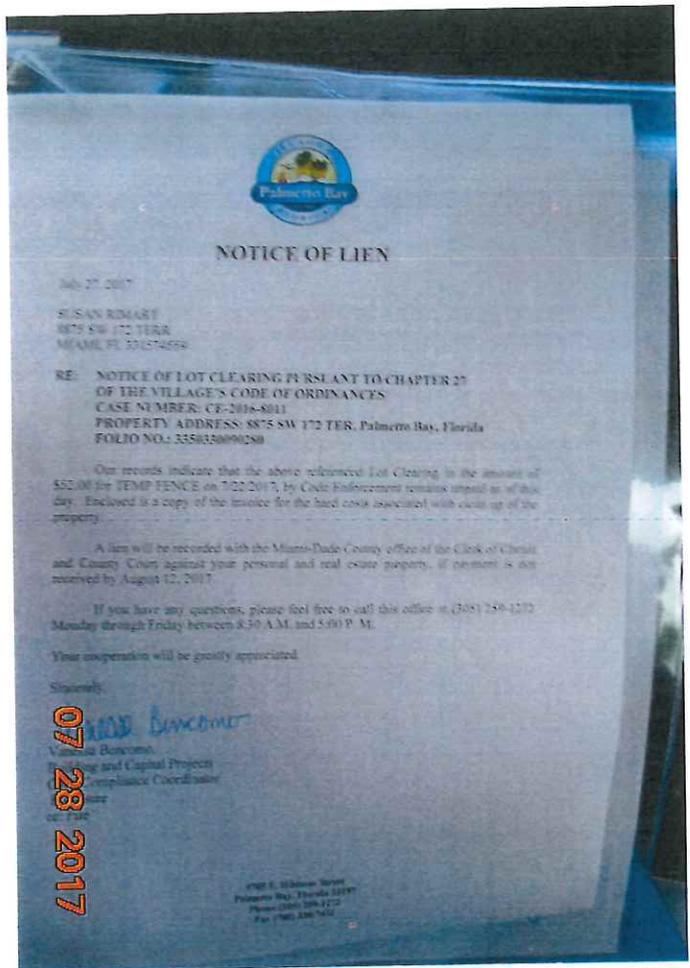
Date of posting: 07/28/17 Case Number: CE-16-8911

THIS PROPERTY IS IN VIOLATION OF THE CODE OF THE VILLAGE OF PALMETTO BEACH. ATTEMPTS TO SERVE THE ATTACHED NOTICE BY CERTIFIED MAIL AND/OR REGULAR MAIL

07 28 2017



07 28 2017



07 28 2017



NOTICE OF LIEN

July 27, 2017
 SUSAN RDMART
 8875 SW 172 TERR
 MIAMI, FL 33157-4650
 RE: NOTICE OF LOT CLEARING PERMIT TO CHAPTER 27
 OF THE VILLAGE'S CODE OF ORDINANCES
 CASE NUMBER: CE-2016-8011
 PROPERTY ADDRESS: 8875 SW 172 TER, Palmetto Bay, Florida
 FOLIO NO.: 3350350090280

Our records indicate that the above referenced Lot Clearing in the amount of \$52,000 for TEMP FENCE on 7/22/2017, by Code Enforcement remains unpaid as of this day. Enclosed is a copy of the invoice for the hard costs associated with clean up of the property.

A lien will be recorded with the Miami-Dade County office of the Clerk of Circuit and County Court against your personal and real estate property, if payment is not received by August 12, 2017.

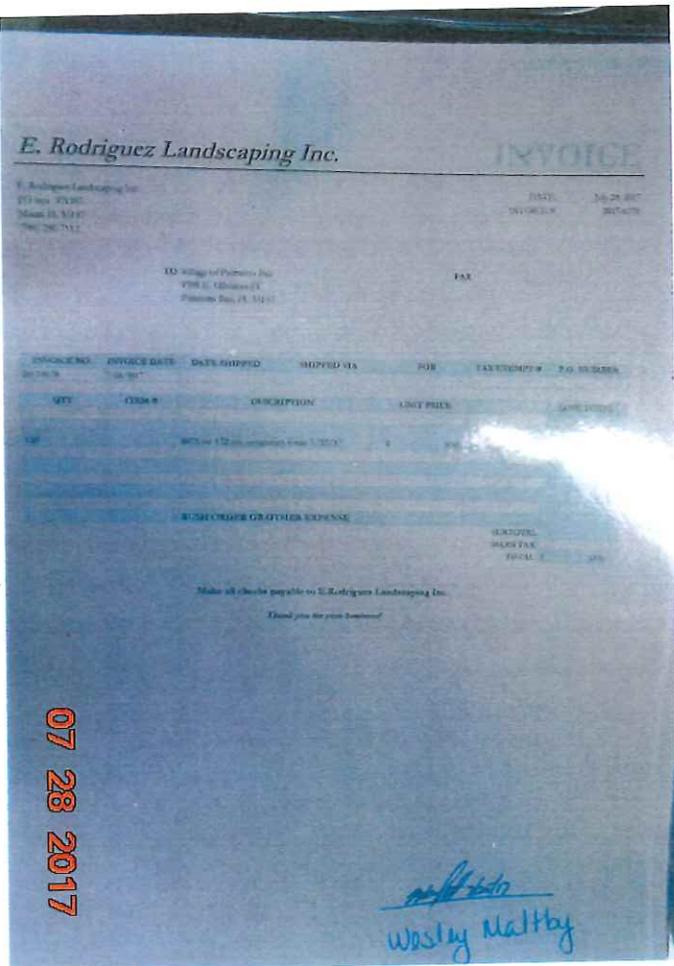
If you have any questions, please feel free to call this office at (305) 250-1272 Monday through Friday between 8:30 A.M. and 5:00 P. M.

Your cooperation will be greatly appreciated.

Sincerely,

 Lisa Bonomo
 Planning and Capital Projects
 Compliance Coordinator

1700 E. 15th Avenue
 Palmetto Bay, Florida 33411
 Phone: (305) 250-1272
 Fax: (305) 250-7412



07 28 2017

E. Rodriguez Landscaping Inc.

INVOICE

E. Rodriguez Landscaping Inc.
 2775 SW 83RD
 MIAMI, FL 33147
 (305) 286-7117
 DATE: 07/27/2017
 TAXES: 0.00

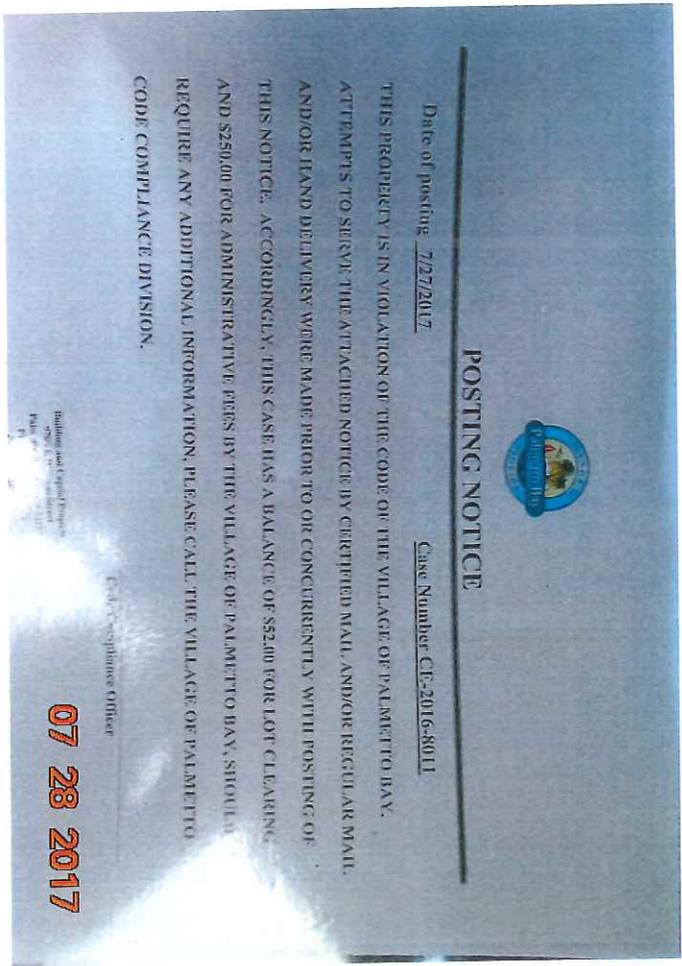
TO: Village of Palmetto Bay
 1700 E. 15th Avenue
 Palmetto Bay, FL 33411
 FAX:

INVOICE NO.	INVOICE DATE	DATE SHIPPED	SHIPPED VIA	JOB	TAXES/CHG #	TAXES/CHG
2017-07-27	07/27/2017					
QTY	DESC #	DESCRIPTION	UNIT PRICE	AMOUNT		
1	001	REMOVE 1200 sq. ft. concrete from 1700 E. 15th	52,000.00	52,000.00		

OTHER CHARGES OR OTHER EXPENSES: _____
 SUBTOTAL: 52,000.00
 SALES TAX: 0.00
 TOTAL: 52,000.00

Make all checks payable to E. Rodriguez Landscaping Inc.
 Thank you for your business!


 Wally Maltby



07 28 2017



POSTING NOTICE

Date of posting: 7/27/2017

Case Number: CE-2016-8011

THIS PROPERTY IS IN VIOLATION OF THE CODE OF THE VILLAGE OF PALMETTO BAY. ATTEMPTS TO SERVE THE ATTACHED NOTICE BY CERTIFIED MAIL AND/OR REGULAR MAIL AND/OR HAND DELIVERY WERE MADE PRIOR TO OR CONCURRENTLY WITH POSTING OF THIS NOTICE. ACCORDINGLY, THIS CASE HAS A BALANCE OF \$52,000 FOR LOT CLEARING AND \$250.00 FOR ADMINISTRATIVE FEES BY THE VILLAGE OF PALMETTO BAY, SHOULD REQUIRE ANY ADDITIONAL INFORMATION, PLEASE CALL THE VILLAGE OF PALMETTO BAY CODE COMPLIANCE DIVISION.

Code Compliance Officer

Palmetto Bay
 Planning and Capital Projects
 Compliance Coordinator
 Lisa Bonomo
 (305) 250-1272
 Fax: (305) 250-7412



POSTING NOTICE

Date of posting 7/27/2017

Case Number CE-2016-8011

THIS PROPERTY IS IN VIOLATION OF THE CODE OF THE VILLAGE OF PALMETTO BAY. ATTEMPTS TO SERVE THE ATTACHED NOTICE BY CERTIFIED MAIL AND/OR REGULAR MAIL AND/OR HAND DELIVERY WERE MADE PRIOR TO OR CONCURRENTLY WITH POSTING OF THIS NOTICE. ACCORDINGLY, THIS CASE HAS A BALANCE OF \$52.00 FOR LOT CLEARING AND \$250.00 FOR ADMINISTRATIVE FEES BY THE VILLAGE OF PALMETTO BAY, SHOULD YOU REQUIRE ANY ADDITIONAL INFORMATION, PLEASE CALL THE VILLAGE OF PALMETTO CODE COMPLIANCE DIVISION.

Code Compliance Officer

Building and Capital Projects
9705 E Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432



NOTICE OF LIEN

July 27, 2017

SUSAN RIMART
8875 SW 172 TERR
MIAMI, FL 331574559

**RE: NOTICE OF LOT CLEARING PURSUANT TO CHAPTER 27
OF THE VILLAGE'S CODE OF ORDINANCES
CASE NUMBER: CE-2016-8011
PROPERTY ADDRESS: 8875 SW 172 TER, Palmetto Bay, Florida
FOLIO NO.: 3350330090280**

Our records indicate that the above referenced Lot Clearing in the amount of \$52.00 for TEMP FENCE on 7/22/2017, by Code Enforcement remains unpaid as of this day. Enclosed is a copy of the invoice for the hard costs associated with clean up of the property.

A lien will be recorded with the Miami-Dade County office of the Clerk of Circuit and County Court against your personal and real estate property, if payment is not received by August 12, 2017.

If you have any questions, please feel free to call this office at (305) 259-1272 Monday through Friday between 8:30 A.M. and 5:00 P. M.

Your cooperation will be greatly appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Vanessa Bencomo".

Vanessa Bencomo,
Building and Capital Projects
Code Compliance Coordinator
Enclosure
cc: File

9705 E. Hibiscus Street
Palmetto Bay, Florida 33157
Phone (305) 259-1272
Fax (786) 338-7432

