

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Code Enforcement Lien, Case # 02-27-CEB, Request for Reduction of Penalty – Norma E. Suarez, owner, 300 Lynchfield Ave., Altamonte Springs

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori L. DeBord **CONTACT:** April Boswell **EXT.** 7339

Agenda Date <u>01/09/07</u> Regular <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/>
Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

(A) Waive the Code Enforcement Board lien which totals \$9,000.00, on the property located at 300 Lynchfield Avenue, Altamonte Springs - Norma E. Suarez, owner; Case # 02-27-CEB and authorize the Chairman to execute the Satisfaction of Lien (Staff Recommendation); or

(B) Approve a reduction to the Code Enforcement Board lien from \$9,000.00 to \$757.34, which represents the estimated administrative costs for processing Case # 02-27-CEB, on the property located at 300 Lynchfield Avenue, Altamonte Springs – Norma E. Suarez, owner; and require these costs to be paid within 30 days or the lien will revert to its original amount (\$9,000.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien; or

(C) Approve a reduction to the Code Enforcement Board lien which totals \$9,000.00, on the property located at 300 Lynchfield Avenue, Altamonte Springs - Norma E. Suarez, owner; Case # 02-27-CEB, to an amount set by the Board of County Commissioners and require the reduced amount to be paid within a 6-month time period, or the lien will revert to its original amount (\$9,000.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien; or

(D) Deny a reduction to the Code Enforcement Board lien in the amount of \$9,000.00 on the property located at 300 Lynchfield Avenue, Altamonte Springs, - Norma E. Suarez, owner; Case # 02-27-CEB, and require this amount to be paid within a 6-month time period, and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien.

District 3 – Commissioner Van der Weide

April Boswell – Planning Manager

BACKGROUND:

In response to a complaint, on August 7, 2001, the Code Enforcement Officer observed the following violation located at 300 Lynchfield Avenue, Altamonte Springs: junked or abandoned vehicle not being kept within an enclosed garage or an attached carport, in violation of Seminole County Code, Section 95.4, as defined in Section 95.3 (I). The timeline on this violation is below:

Reviewed by:	
Co Atty:	<u>KET</u>
DFS:	
Other:	
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>rpdp02</u>

DATE	ACTION	RESULT
December 11, 2001	Notice of Violation issued to Respondents (Salvador and Norma E. Suarez per Property Appraiser information)	Violation remains.
January 18, 2002	Statement of Violation and Request for Hearing filed by Code Enforcement Officer.	Hearing scheduled for February 28, 2002.
February 7, 2002	Notice of Hearing mailed to Respondents (Salvador and Norma E. Suarez).	Certified mail receipt returned to Clerk signed by "S. Suarez" on February 8, 2002.
February 28, 2002	Code Board Hearing – Findings of Fact, Conclusions of Law and Order.	Order entered by Code Board giving a compliance date of March 15, 2002, with a fine of \$100.00 per day if violation is not corrected by March 15, 2002. The Respondents were not present at this hearing.
March 6, 2002	Revised Findings of Fact, Conclusions of Law and Order signed by Code Board	Revised Order correcting a typographical error. The compliance date was listed as March 15, 2001 instead of March 15, 2002.
March 18, 2002	Re-inspection and Affidavit of Non-Compliance filed by Code Enforcement Officer	Violation remains.
May 1, 2002	Notice of Hearing mailed to Respondents (Salvador and Norma E. Suarez)	Certified mail and regular mail was not returned.
May 23, 2002	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien.	Order entered by Code Board imposing a lien in the amount of \$6,800.00 for 68 days of non-compliance, with the fine continuing to accrue at \$100.00 per day until compliance is obtained. The Respondents were not present at this hearing.
June 19, 2002	A re-inspection shows violation corrected.	Affidavit of Compliance filed by the Code Enforcement Officer.
November 8, 2006	Request for Reduction of Penalty received from Respondent, Norma E. Suarez.	*Norma E. Suarez.

*The Respondent, Norma E. Suarez, is requesting that the lien imposed against the property on May 23, 2002, be waived, stating that she did not reside at this property from May 29, 2001 through September 22, 2003 due to her impending divorce from Salvador Suarez. Ms. Suarez further states that Mr. Suarez was awarded temporary possession of this property by the Court on May 29 2001, and continued to have possession of this property until, on September 22, 2003, the Court awarded Ms. Suarez permanent possession of the property in the Final Judgment of Dissolution of Marriage.

The Board considers the individual facts of each case when determining whether to reduce a lien. In addition, the Board adopted the following guidelines on February 9, 1999 to use when considering lien reductions:

1. If an individual has acquired a property in which the lien was recorded and the individual bought the property with this knowledge, a waiver or reduction in lien should not be granted. In such cases, the lien should have been considered in reaching a purchase price.
2. If a lien is not considered when a title insurance policy is issued, a reduction of the lien to provide relief to a title insurer should not be granted. To do so would place the County in the position indemnifying an insurance company against its losses, which are reflected in premium charges.
3. If a lien has previously been reduced, and another request is received for a lien reduction, whether from the original property owner or new owner, a reduction or waiver should not be granted. If the BCC grants relief to a violator, its action should be final and conclusive.
4. When considering a request and in developing a recommendation to the BCC, staff should evaluate the amount of the lien compared to the value of the property and the actions the violator did or did not take in attempting to resolve the code violation. Per the Property Appraiser information, the assessed value of the property is **\$54,554.00**. The lien totals **\$9,000.00**.
5. When liens are satisfied as a result of either full payment or reduced/eliminated payment as directed by the BCC, the lien satisfaction instrument will be provided to the property owner who shall be responsible for recording the instrument in the land records.

STAFF RECOMMENDATION:

Staff recommends that the Board waive the lien in the amount of \$9,000.00 on the property located at 300 Lynchfield Avenue, Altamonte Springs, based on the following facts:

1. The Respondent stated in her Request for Reduction that she did not reside at this property during the time period of the code violation. Records show that the Respondent vacated this property on May 29, 2001 after she filed an injunction against Mr. Suarez and he was awarded temporary use of this property.
2. The violation was first observed by the Code Enforcement Officer on August 1, 2001 and remained in non-compliance until June 19, 2002. During this time period, the Respondent, Norma E. Suarez, did not have possession of the property. Records show that the Respondent, Norma E. Suarez, was not awarded permanent possession of this property until September 22, 2003.
3. It was not until the Respondent sought to refinance the property that she became aware of the lien.

Staff further recommends that the Board authorize the Chairman to execute the Satisfaction of Lien on the property located at 300 Lynchfield Avenue, Altamonte Springs.

Attachments: Satisfaction of Lien As To A Particular Parcel
Estimated Costs for processing Case # 02-27-CEB (SCSO)
Estimated Costs for processing Case # 02-27-CEB (Planning Division
and SCSO combined)
2006 Property Appraiser Database Information
Exhibits from Respondent included in Request for Reduction of Penalty
Request for Reduction of Penalty (11/8/06)
Affidavit of Compliance (6/19/02)
2001 Property Appraiser Database Information
Order Finding Non-Compliance and Imposing Fine/Lien (5/23/02)
Affidavit of Non-Compliance (3/18/02)
Revised Findings of Fact, Conclusions of Law and Order (3/6/02)
Findings of Fact, Conclusions of Law and Order (2/28/02)

**SATISFACTION OF LIEN
AS TO PARTICULAR PARCEL**

THIS instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Lien, issued by the Seminole County Code Enforcement Board in Case No. 02-27-CEB filed against SALAVDOR & NORMA E. SUAREZ, and filed by and on behalf of Seminole County, on May 23, 2002, and recorded in Official Records Book 04424, Pages 0687 - 0688, of the Public Records of Seminole County, Florida, against the following described real property:

LEG LOT 18 BLK 13 WEATHERSFIELD FIRST ADD
PB 12 PG 67

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this _____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
CARLTON D. HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

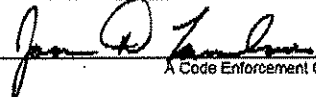
As authorized for execution by the
Board of County Commissioners at their
1/9/07 regular meeting.

County Attorney

3.		
4		
		TOTAL TANGIBLE AND/OR SERVICE COSTS \$ 00


The Seminole County Sheriff's Office has incurred actual costs in the amount of \$ 222.53 during the investigation and prosecution of the respondent in this case. Said costs are supported and documented as listed above. Personnel costs are calculated at a rate of \$20.23 per hour, as determined by the Financial Services Section of the Seminole County Sheriff's Office. Tangible goods and contractual services are indicated as required and at a direct cost to the Office.

Signature of Deputy / Investigator: Joann Davids Tamulonis 11-27-06
Date

Attested to this 27 day of November, 2006, by 
A Code Enforcement Officer

Estimate of Costs
CEB Case # 02-27-CEB
NORMA E. SUAREZ (New Owner)
SALAVDOR AND NORMA E. SUAREZ (Previous Owners)

<u>Postage</u>			
Regular	6	\$.37	\$ 2.22
Certified	6	\$ 4.42	\$26.52
			\$ 28.74
<u>Processing Time for Code Enforcement and BCC Action</u>			
Code Board Secretary	2 hours	\$ 15.00	\$30.00
Code Board Attorney	1 hour	\$100.00	
Planning Manager's Review	1 hour	\$ 40.00	
Planning and Development Director's Review	1 hour	\$ 50.00	
Deputy County Manager's Review	1 hour	\$ 60.00	
County Attorney's Review	1 hour	\$100.00	
			\$380.00
Other associated costs not captured: Fleet expense, Phone expense, Utilities, Computer Support			
Costs for Recording Documents -			
# of first page docs - 5 # of additional page docs - 3			\$ 75.50
(\$10.00 first page, \$8.50 each additional page)			
<u>ESTIMATED COST FOR PROCESSING CASE # 02-27-CEB</u> <u>By the Planning Division</u>			\$484.24
<u>ESTIMATED COST FOR PROCESSING CASE # 02-27-CEB</u> <u>By the Seminole County Sheriff's Office</u>			\$273.10
<u>TOTAL COST FOR PROCESSING CASE # 02-27-CEB</u>			\$757.34

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL.</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508</p>	<p>D.9 D.1</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td> </tr> <tr> <td colspan="14" style="text-align: center;">TULANE DR</td> </tr> <tr> <td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td> </tr> <tr> <td>26</td><td>25</td><td>24</td><td>23</td><td>22</td><td>21</td><td>20</td><td>19</td> <td>38</td><td>37</td><td>36</td><td>35</td><td>34</td><td>33</td> </tr> <tr> <td colspan="14" style="text-align: center;">NOTRE DAME DR</td> </tr> <tr> <td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td> </tr> </table>	11	12	13	14	15	16	17	18	19	1	2	3	4	5	6	TULANE DR														11	12	13	14	15	16	17	18	1	2	3	4	5	6	26	25	24	23	22	21	20	19	38	37	36	35	34	33	NOTRE DAME DR														11	12	13	14	15	16	17	18	1	2	3	4	5	6	
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<p>Parcel Id: 15-21-29-510-1300-0180</p> <p>Owner: SUAREZ NORMA E</p> <p>Mailing Address: 216 CANNON WAY</p> <p>City,State,ZipCode: CASSELBERRY FL 32707</p> <p>Property Address: 300 LYNCHFIELD AVE ALTAMONTE SPRINGS 32714</p> <p>Subdivision Name: WEATHERSFIELD 1ST ADD</p> <p>Tax District: 01-COUNTY-TX DIST 1</p> <p>Exemptions: 00-HOMESTEAD (1994)</p> <p>Dor: 01-SINGLE FAMILY</p>		<p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$66,347</p> <p>Depreciated EXFT Value: \$738</p> <p>Land Value (Market): \$33,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$100,085</p> <p>Assessed Value (SOH): \$54,554</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$29,554</p> <p>Tax Estimator</p>																																																																																					
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																																																							

September 15, 2006

To Whom It May Concern:

Please accept the attached documents as proof that I did not have possession of, or reside at, the property located at 300 Lynchfield Avenue in Altamonte Springs, Florida from May 29, 2001 to September 22, 2003. The enclosed documents include:

1. Final Judgment of Injunction for Protection Against Domestic Violence.

Please refer to Page 5, Paragraph 8, which indicates: "Respondent shall have temporary and exclusive use and possession of the dwelling located at: 300 Lynchfield Avenue, Altamonte Springs, FL, 32714." This Final Judgment was signed by Judge Debra Nelson on May 29, 2001. I moved out of the house the afternoon of May 29, 2001, as ordered, and went to Safehouse of Central Florida.

2. Final Judgment of Dissolution of Marriage.

Please refer to Page 5, Paragraph (a), which discusses the transfer of the marital home at 300 Lynchfield Avenue, Altamonte Springs, Florida. The Final Judgment indicates in part: "Husband will also be responsible to deliver the house ... in good standing ..." The divorce hearing took place on September 9, 2003, and the Final Judgment was signed by Judge Clayton Simmons on September 22, 2003. I took possession of the home 30 days after the divorce hearing, as ordered.

3. Sixty Day Notice of Resident Intention to Terminate Tenancy.

On September 10, 2003, I gave notice to my landlord that I would no longer be a tenant.

4. Statement of Security Deposit Accounts.

On December 2, 2003, I received a statement from Oxford Squares, the landlord, which lists the Move In date as 06/08/01 and the Move-out date as 12/01/03. They used 12/31/03 in accordance with the Sixty Day Notice.

Respectfully submitted,


Norma E. Suarez

/ns

Enclosures

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR SEMINOLE COUNTY, FLORIDA

~~NORMA SUAREZ INDIV & OBO~~ ^{SN}
~~SALVADOR SUAREZ JR, MINOR CHILD~~
~~JUSUS SUAREZ, MINOR CHILD~~

Case No.: 01-DR-2110-060-L

Division: Domestic

Petitioner,

and

SALVADOR SUAREZ

Respondent.

FINAL JUDGMENT OF INJUNCTION
FOR PROTECTION AGAINST DOMESTIC VIOLENCE
WITH MINOR CHILD(REN) (AFTER NOTICE)

The Petition for Injunction for Protection Against Domestic Violence under section 741.30, Florida Statutes, and other papers filed in this Court have been reviewed. The Court has jurisdiction of the parties and the subject matter.

It is intended that this protection order meet the requirements of 18 U.S.C. § 2265 and therefore intended that it be accorded full faith and credit by the court of another state or Indian tribe and enforced as if it were the order of the enforcing state or of the Indian tribe.

HEARING

This cause came before the Court for a hearing to determine whether an Injunction for Protection Against Domestic Violence in this case should be () issued () modified () extended.

The hearing was attended by () Petitioner () Respondent
() Petitioner's Counsel () Respondent's Counsel

FINDINGS

On (date) May 27, 2001, a notice of this hearing was served on Respondent together with a copy of Petitioner's petition to this Court and the temporary injunction, if issued. Service was within the time required by Florida law, and Respondent was afforded an opportunity to be heard.

After hearing the testimony of each party present and of any witnesses, or upon consent of Respondent, the Court finds, based on the specific facts of this case, that Petitioner is a victim of domestic violence or has reasonable cause to believe that he/she is in imminent danger of becoming a victim of domestic violence by Respondent.

01 MAY 29 PM 2:17
700978

RECORDED & VERIFIED
01 MAY 30 PM 4:32

OFFICIAL RECORDS
BOOK PAGE
4088 0917
SEMINOLE CO. FL.

Comm

30:
P t

INJUNCTION AND TERMS

This injunction shall be in full force and effect until () further order of the Court or () _____ . This injunction is valid and enforceable in all counties of the State of Florida. The terms of this injunction may not be changed by either party alone or by both parties together. Only the Court may modify the terms of this injunction. Either party may ask the Court to change or end this injunction at any time.

Any violation of this injunction, whether or not at the invitation of Petitioner or anyone else, may subject Respondent to civil or indirect criminal contempt proceedings, including the imposition of a fine or imprisonment. Certain willful violations of the terms of this injunction, such as: refusing to vacate the dwelling that the parties share; going to Petitioner's residence, place of employment, school, or other place prohibited in this injunction; telephoning, contacting or communicating with Petitioner if prohibited by this injunction; or committing an act of domestic violence against Petitioner constitutes a misdemeanor of the first degree punishable by up to one year in jail, as provided by sections 775.082 and 775.083, Florida Statutes. In addition, it is a federal criminal felony offense, punishable by up to life imprisonment, depending on the nature of the violation, to cross state lines or enter Indian country for the purpose of engaging in conduct that is prohibited in this injunction. 18 U.S.C. § 2262.

ORDERED and ADJUDGED:

1. Violence Prohibited. Respondent shall not commit, or cause any other person to commit, any acts of domestic violence against Petitioner. Domestic violence includes: assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any other criminal offense resulting in physical injury or death to Petitioner or any of Petitioner's family or household members who is residing in the same single dwelling unit with Petitioner. Respondent shall not commit any other violation of the injunction through an intentional unlawful threat, word or act to do violence to the Petitioner.
2. No Contact. Respondent shall have no contact with Petitioner unless otherwise provided in this section, or unless paragraphs 13 through 19 below provide for contact connected with the temporary custody of and visitation with minor child(ren).
 - a. Unless otherwise provided herein, Respondent shall have no contact with Petitioner. Respondent shall not directly or indirectly contact Petitioner in person, by mail, e-mail, fax, telephone, through another person, or in any other manner. Further, Respondent shall not contact or have any third party contact anyone connected with Petitioner's employment or school to inquire about Petitioner or to send any messages to Petitioner. Contact at legal proceedings or through legal counsel constitutes an exception. Unless otherwise provided herein, Respondent shall not go to, in, or within 500 feet of:

Petitioner's current residence {list address} 300 LYNCHFIELD AVE. ALTAMONTE SPRINGS, FL. 32714

or any residence to which Petitioner may move; Petitioner's current or any subsequent place of employment {list address of current employment} PROTEGRITY, LONGWOOD, FL.

or place where Petitioner attends school {list address of school} _____

File Cannonway Casselberry + any place where Petitioner res. does.

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or the following other places (if requested by Petitioner) where Petitioner or Petitioner's minor child(ren) go often: LUCINA FLORES 216 CANNON WAY CASSELBERRY, FL., CASSELBERRY ELEMENTARY

Respondent may not knowingly come within 100 feet of Petitioner's automobile at any time.

b. _____

3. **Firearms.** Unless paragraph a. is initialed below, Respondent shall not have in his or her care, custody, possession or control any firearm or ammunition. It is a violation of section 790.233, Florida Statutes, and a first-degree misdemeanor, for the respondent to have in his or her care, custody, possession or control any firearm or ammunition.

[Initial if applies; Write N/A if not applicable]

NR a. Respondent is a state or local officer as defined in section 943.10(14), Florida Statutes, who holds an active certification, who receives or possesses a firearm or ammunition for use in performing official duties on behalf of the officer's employing agency and is not prohibited by the court from having in his or her care, custody, possession or control a firearm or ammunition. The officer's employing agency may prohibit the officer from having in his or her care, custody, possession or control a firearm or ammunition.

NR b. Respondent shall surrender any firearms and ammunition in the Respondent's possession to the _____ County Sheriff's Department.

NR c. Other directives relating to firearms and ammunition: _____

NOTE: RESPONDENT IS ADVISED THAT IT IS A FEDERAL CRIMINAL FELONY OFFENSE TO SHIP OR TRANSPORT IN INTERSTATE OR FOREIGN COMMERCE, OR POSSESS IN OR AFFECTING COMMERCE, ANY FIREARM OR AMMUNITION; OR TO RECEIVE ANY FIREARM OR AMMUNITION WHICH HAS BEEN SHIPPED OR TRANSPORTED IN INTERSTATE OR FOREIGN COMMERCE WHILE SUBJECT TO SUCH AN INJUNCTION. 18 U.S.C. § 922(g)(8).

4. **Evaluation/Counseling.**

[Initial all that apply; write N/A if does not apply]

a. The Court finds that Respondent has:

- ___ i. willfully violated the ex parte injunction;
- ___ ii. been convicted of, had adjudication withheld on, or pled nolo contendere to a crime involving violence or a threat of violence; and/or
- ___ iii. in this state or any other state, had at any time a prior injunction for protection entered against the respondent after a hearing with notice.

Note: If respondent meets any of the above enumerated criteria, the Court must order the Respondent to attend a batterers' intervention program unless it makes written factual findings stating why such a program would not be appropriate. See § 741.30(6)(d), Florida Statutes.

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b. Within () 10 days () _____ days, (but no more than 10 days) of the date of this injunction, Respondent shall enroll in and thereafter without delay complete the following, and Respondent shall provide proof of such enrollment to the Clerk of Circuit Court within () 30 days () _____ days, (but no more than 30 days) of the date of this injunction:

____ i. A certified batterers' intervention program from a list of programs to be provided by the Court or any entity designated by the court. Respondent shall also successfully complete any substance abuse or mental health evaluation that the assessing program counselor deems necessary as a predicate to completion of the batterers' intervention program.

____ ii. A substance abuse evaluation at: _____ or a similarly qualified facility and any substance abuse treatment recommended by that evaluation.

____ iii. A mental health evaluation by a licensed mental health professional at: _____ or any other similarly qualified facility and any mental health treatment recommended by that evaluation.

DN iv. Other: Respondent already in Batterer's intervention program - must complete & provide proof

____ c. Although Respondent meets the statutory mandate of attendance at a batterers' intervention program, the Court makes the following written findings as to why the condition of batterers' intervention program would be inappropriate: _____

*CP
Complex
No Coll.*

____ d. Petitioner is referred to a certified domestic violence center and is provided with a list of certified domestic violence centers in this circuit, which Petitioner may contact.

5. Court Costs. Pursuant to section 741.30(2)(a), Florida Statutes, filing fees to the Clerk of the Circuit Court and service fees to the sheriff are waived, subject to subsequent order of the Court; OR costs in the amount of \$ _____ for the filing fee, plus \$ _____ for the sheriff's fee, for a total of \$ _____ are taxed against () Petitioner () Respondent () Other (explain) _____ for which sum let execution issue. This amount shall be paid to the {county} _____

____ Clerk of the Circuit Court, within 30 days of the date of this injunction. If Respondent is directed to pay filing fees or service fees and Petitioner has previously paid said fees, the clerk shall refund same to Petitioner, upon payment by Respondent.

Mailing Address. Respondent shall notify the Clerk of the Court of any change in his or her mailing address within ten (10) days of the change. All further papers (excluding pleadings requiring personal service) shall be served by mail to Respondent's last known address. Such service by mail shall be complete upon mailing. Rule 12.080, Fla.Fam.L.R.P., section 741.30, Florida Statutes.

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7. Other provisions necessary to protect Petitioner from domestic violence:

TEMPORARY EXCLUSIVE USE AND POSSESSION OF HOME

[Initial if applies; Write N/A if not applicable]

8. DN Possession of the Home. () Petitioner () Respondent shall have temporary exclusive use and possession of the dwelling located at: 300 LYNCHFIELD AVE. ALTAMONTE SPRINGS, FL. 32714

9. DN Transfer of Possession of Home. A law enforcement officer with jurisdiction over the home shall accompany () Petitioner () Respondent to the home, and shall place () Petitioner () Respondent in possession of the home.

10. DN Personal Items. () Petitioner () Respondent, in the presence of a law enforcement officer, may return to the premises described above () on _____, at _____ a.m./p.m. or () at a time arranged with the law enforcement department with jurisdiction over the home, accompanied by a law enforcement officer only, for the purpose of obtaining his or her clothing and items of personal health and hygiene and tools of the trade. A law enforcement officer with jurisdiction over the premises shall go with () Petitioner () Respondent to the home and must stand by to insure that he/she vacates the premises with only his/her personal clothing, toiletries, tools of the trade, and any items listed in paragraph 11 below. The law enforcement agency shall not be responsible for storing or transporting any property. **IF THE RESPONDENT IS NOT AWARDED POSSESSION OF THE HOME AND GOES TO THE HOME WITHOUT A LAW ENFORCEMENT OFFICER, IT IS A VIOLATION OF THIS INJUNCTION.**

DN
Petitioner may go immediately after call to retrieve property + return w/ a police officer

11. DN The following other personal possessions may also be removed from the premises at this time: Children's furniture, clothing toys + other possessions. Petitioner's personal belongings.

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12. Other: _____

TEMPORARY CUSTODY OF AND VISITATION WITH MINOR CHILD(REN)

13. **Jurisdiction.** Jurisdiction to determine custody of and visitation with any minor child(ren) listed in paragraph 2 below is proper under the Uniform Child Custody Jurisdiction Act (UCCJA).

14. **Temporary Custody of Minor Child(ren).** (✓) Petitioner () Respondent shall have temporary custody of the parties' minor child(ren) listed below:

Name	Birth date
SALVADOR SUAREZ JR.	6-17-93
JESUS SUAREZ	5-25-95
_____	_____
_____	_____

When requested by the custodial parent, law enforcement officers shall use any and all reasonable and necessary force to physically deliver the minor child(ren) listed above to custodial parent. The noncustodial parent shall not take the child(ren) from the custody of custodial parent or any child care provider or other person entrusted by the custodial parent with the care of the child(ren).

15. **Type of Contact/Visitation with Minor Child(ren).** The noncustodial parent shall have:
[Initial one only]

- pu
- a. no contact with the parties minor child(ren) until further order of the Court.
 - b. the following specified visitation with the parties' minor child(ren), subject to any limitations set out below: *{specify days and times}* _____

Respondent shall have contact with the children every other weekend Friday 6pm until Sunday 6pm beginning June 2, 2001.
Every Wednesday evening from 5pm - 8pm.

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TEMPORARY SUPPORT

20. Temporary Alimony.

[Initial all that apply; write N/A if does not apply]

a. The court finds that there is a need for temporary alimony and that () Petitioner () Respondent (hereinafter Obligor) has the present ability to pay alimony and shall pay temporary alimony to () Petitioner () Respondent (hereinafter Oblige) in the amount of \$ _____ per month, payable () in accordance with Obligor's employer's payroll cycle, and in any event, at least once a month () other {explain} _____

beginning {date} _____. This alimony shall continue until modified by court order, until a final judgment of dissolution of marriage is entered, until the Oblige dies, until this injunction expires, or until {date} _____, whichever occurs first.

b. () Petitioner () Respondent shall be required to maintain health insurance coverage for the other party. Any uncovered medical costs for the party awarded alimony shall be assessed as follows: _____

c. Other provisions relating to alimony: _____

2. Temporary Child Support.

[Initial all that apply; write N/A if does not apply]

a. The Court finds that there is a need for temporary child support and that the noncustodial parent (hereinafter Obligor) has the present ability to pay child support. The amounts in the Child Support Guidelines Worksheet, • • Florida Family Law Form 12.902(e), filed by () Petitioner () Respondent are correct OR the Court makes the following findings: The Petitioner's net monthly income is \$ _____, (Child Support Guidelines _____%). The Respondent's net monthly income is \$ _____, (Child Support Guidelines _____%). Monthly child care costs are \$ _____ Monthly health/dental insurance costs are \$ _____

b. Amount. Obligor shall pay temporary child support in the amount of \$ 48500/100 per month payable (✓) in accordance with Obligor's employer's payroll cycle, and in any event at least once a month () other {explain}: _____

beginning {date} 01/1/01, and continuing until further order of the court, or until {date/event} _____ {explain} _____

If the child support ordered deviates from the guidelines by more than 5%, the factual findings which support that deviation are: _____

c. (✓) Petitioner () Respondent shall be required to maintain (✓) health () dental insurance coverage for the parties' minor child(ren) so long as reasonably available. OR () Health () dental insurance is not reasonably available at this time.

d. Any reasonable and necessary uninsured medical/dental/prescription drug costs for the minor child(ren) shall be assessed as follows: shared equally

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____ e. • • Florida Supreme Court Approved Family Law Form 12.902 (j), Notice of Social Security Number, is incorporated herein by reference.

____ f. Other provisions relating to child support: _____

22. Method of Payment.

[Initial one only]

____ a. Obligor shall pay any temporary child support/alimony ordered through income deduction, and such support shall be paid to the state disbursement unit. Obligor is individually responsible for paying this support obligation in the event that all or any portion of said support is not deducted from Obligor's income. Obligor shall also pay the applicable state disbursement unit service charge. Until child support/alimony payments are deducted from Obligor's paycheck pursuant to the Income Deduction Order, Obligor is responsible for making timely payments directly to the state disbursement unit.

DN

b. Temporary child support/alimony shall be paid through the state disbursement unit in the office of the {name of county} Seminole County Clerk of Circuit Court. Obligor shall also pay the applicable state disbursement unit service charge. Income deduction is not in the best interests of the child(ren) because: _____

____ c. Other provisions relating to method of payment: _____

OTHER SPECIAL PROVISIONS

(This section to be used for inclusion of local provisions approved by the chief judge as provided in Florida Family Law Rule 12.610.)

DIRECTIONS TO LAW ENFORCEMENT OFFICER IN ENFORCING THIS INJUNCTION

(Provisions in this injunction that do not include a line for the judge to either initial or write N/A are considered mandatory provisions and should be interpreted to be part of this injunction.)

1. This injunction is valid in all counties of State of Florida. Violation of this injunction should be reported to the appropriate law enforcement agency. Law enforcement officers of the jurisdiction in which a violation of this injunction occurs shall enforce the provisions of this injunction and are authorized to arrest without warrant pursuant to section 901.15, Florida Statutes, for any violation of its provisions, except those regarding child support and/or alimony, which constitutes a criminal act under section 741.31, Florida Statutes. When inconsistent with this order, any subsequent court order issued under Chapter 61, Florida Statutes, shall take precedence over this order on all matters relating to property division, alimony, child custody, or child support.

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2. THIS INJUNCTION IS ENFORCEABLE IN ALL COUNTIES OF FLORIDA, AND LAW ENFORCEMENT OFFICERS MAY EFFECT ARRESTS PURSUANT TO SECTION 901.15(6), FLORIDA STATUTES. The arresting agent shall notify the State Attorney's Office immediately after arrest.
3. **Reporting alleged violations.** If Respondent violates the terms of this injunction and there has not been an arrest, Petitioner may contact the Clerk of the Circuit Court of the county in which the violation occurred and complete an affidavit in support of the violation, or Petitioner may contact the State Attorney's office for assistance in filing an action for indirect civil contempt or indirect criminal contempt. Upon receiving such a report, the State Attorney is hereby appointed to prosecute such violations by indirect criminal contempt proceedings, or the State Attorney may decide to file a criminal charge, if warranted by the evidence.
4. Respondent, upon service of this injunction, shall be deemed to have knowledge of and to be bound by all matters occurring at the hearing and on the face of this injunction.
5. The temporary injunction, if any, entered in this case is extended until such time as service of this injunction is effected upon Respondent.

ORDERED on May 29, 2001

Diana S. Nelson
CIRCUIT JUDGE

COPIES TO:

Sheriff of SEMINOLE County

Petitioner (or his or her attorney): /

by U. S. Mail
by hand delivery in open court (Petitioner must acknowledge receipt in writing on the face of the original order - see below.)

Respondent (or his or her attorney): /

forwarded to sheriff for service
by hand delivery in open court (Respondent must acknowledge receipt in writing on the face of the original order - see below.)

by certified mail (may only be used when Respondent is present at the hearing and Respondent fails or refuses to acknowledge the receipt of a certified copy of this injunction.)

- _____ State Attorney's Office
- _____ Batterer's intervention program (if ordered)
- _____ Central Governmental Depository (if ordered)
- _____ Department of Revenue
- _____ Other: _____

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I CERTIFY the foregoing is a true copy of the original as it appears on file in the office of the Clerk of the Circuit Court of Seminole County, Florida, and that I have furnished copies of this order as indicated above.

(SEAL)

MARYANNE MORSE
CLERK OF THE CIRCUIT COURT

By: S. Clark
Deputy Clerk

ACKNOWLEDGMENT

I, {Name of Petitioner} NORMA SUAREZ, acknowledge receipt of a certified copy of this Injunction for Protection.

N. Suarez
Petitioner

ACKNOWLEDGMENT

I, {Name of Respondent} SALVADOR SUAREZ, acknowledge receipt of a certified copy of this Injunction for Protection.

Salvador Suarez
Respondent

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CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY: Beth Malley
DEPUTY CLERK
DATE: 3-22-02

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR SEMINOLE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

SALVADOR SUAREZ

Petitioner/Husband

vs.

CASE NO.: 02- DR- 2074-02D-W

NORMA E. SUAREZ

Respondent/Wife

FILED IN OFFICE
OF CLERK OF COURT
SEMINOLE CO., FL
SEP 23 PM 2:42
D.C.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came to be heard on the 9th day of September 2003 on the Petition for Dissolution of Marriage filed by Petitioner. The following parties were present: Petitioner Mr. Salvador Suarez and his attorney Robert Rodriguez, Esq., and Respondent Mrs. Norma Suarez with her attorney Efrain Aponte, Esq. The Court having reviewed the court file, heard the testimony of the parties and arguments of counsel, and being otherwise fully informed and advised in the premises, hereby makes the following findings of facts and conclusions of law:

I. FINDINGS OF FACTS

A. JURISDICTION/RESIDENCE

1. This court has jurisdiction over the subject matter and the parties.
2. At least one of the parties has been a resident of the State of Florida for more than 6 months, immediately before filing the Petition for Dissolution of Marriage.
3. The children have been residents of the State of Florida for more than six months prior to the filing of the present petition and this court has the jurisdiction over the minor children.
4. The marriage between the parties is irretrievably broken.

B. STATISTICAL FACTS

25

1. Date of marriage: April 16, 1992.
2. Place of marriage: Passaic, New Jersey.
3. Date of separation: May 29, 2001.
4. There are two minor children.

C. MARITAL ASSETS AND DEBTS

1. The parties' assets and debts are listed below:

(1) MARITAL ASSETS

Description	Value
Real Estate:	
Home:	
300 Lynchfield Avenue, Altamonte Springs, Fl	\$60,000.00

Automobiles:
 1997 Ford Explorer, in possession of wife.
 1996 Ford Ranger, in possession of husband.

Other personal property:	
Wide Screen TV	\$900.00
2000 Computer with monitor and printer	\$100.00

Other assets: Personal property already divided to the satisfaction of the parties.

(2) MARITAL DEBTS

To whom/ Description	Balance Due	Name on title / account Monthly Pmt Husband Wife
House		
Marital Home	\$43,500.00	\$530.00
1 st Mortgage to Alliance Mortgage debt under both names.		
2 nd Mortgage	\$8,371.00	\$171.00
with Bank of America, debt under both names.		

Credit Cards: American Express \$7,222.00, Bank of America \$7,805.00, Chase credit card, \$4,471.00, Florida Hospital \$4,471.00, Florida Emergency Room, \$91.00, Florida Hospital, \$267.00, Radio Shack,

\$1,044.00, Sears \$541.00, balance on the repossession of a 1998 Ford Mustang \$7450.00.

(3) Husband's **non-marital** assets and debts: N/A

(4) Wife's **non-marital** assets and debts: N/A

D. PENSION/RETIREMENT PLANS:

1. Husband should keep all of his pension/retirement benefits that accrued during the marriage if any.
2. Wife should keep all of her pension/retirement benefits that accrued during the marriage if any.

E. SPOUSAL SUPPORT (ALIMONY)

1. Neither party made a request for alimony.

F. MINOR CHILDREN OF THIS MARRIAGE

1. Residential Responsibility

The minor children are:

Name	Birth Date	Age	Sex	SSN
Salvador Suarez, Jr.	June, 17, 1993	10	M	
Jesus Suarez	May 25, 1995	8	M	

a. A Uniform Child Custody Jurisdiction Act Affidavit has been filed with the petition for dissolution.

b. Florida is the home state of the minor children and accordingly it is the sole jurisdictional state to determine child custody, visitation and support under the Uniform Child Custody Jurisdiction Act.

c. Accordingly, shared responsibility should be ordered. Each party shall keep the other informed of any change of address and phone number.

2. Child Support

a. Child support should be set by Florida's child support guidelines.

b. The court made the calculation of the child support using the Child Support Calculations Guidelines based on the income presented at trial. There is an outstanding arrears in child support in the amount of \$1,995.53.

c. Mr. Suarez is currently employed by IHOPP as a cook. Mrs. Suarez is currently unemployed receiving the benefits of unemployment. The children are currently covered under respondent's medical insurance until October 5, 2003. According to the testimony of the parties there are outstanding non-covered medical expenses since the day of the Injunction for the amount of \$1,000.00. According to the final judgment each party is responsible to share equally the uncovered medical expenses.

E. AWARD OF ATTORNEY'S FEES AND OTHER MATTERS.

1. Both parties are in agreement that each one will pay his or her attorney's fees.
2. There is a Final Judgment of Protection Against Domestic Violence, Case number 01-DR-2110-06D-L, Seminole County, Florida. Respondent testified that there has been no violence since the entry of the final judgment and voluntarily requested to this court to dismissed current order for protection.
3. The marital home suffered some damages that the insurance company covered. The insurance company delivered two checks that were cashed by Petitioner.
4. Based on these facts:

THEREFORE, it is ORDERED AND ADJUDGED:

II. CONCLUSIONS OF LAW

A. JURISDICTION

1. This court grants the present petition and finds that the parties marriage is irretrievably broken.

B. MARITAL AND NON-MARITAL ASSETS AND DEBTS AS PRESENTLY KNOWN

1. The husband will keep as his own the following assets and the wife shall have no further rights or responsibilities regarding those assets:

(a) ASSETS:

Description	Value
-------------	-------

Cash in banks	unknown
---------------	---------

Automobiles: 1996 Ford Ranger Truck and any debts associated with the truck.

Other personal property:

- a. Contents of home already in possession of husband.
- b. Computer with printer and monitor.
- c. This court finds that the wide screen TV is not a marital asset subject to distribution. The TV is property of Mr. Suarez's brother.

The wife will keep as her own the following assets and the husband shall have no further rights or responsibilities regarding those assets:

(a) ASSETS:

Description	Value
Cash in banks	unknown.

Real Estate:

Home Property located at 300 Lynchfield Avenue, Altamonte Springs Florida, with the following legal description: Lot 18 Block 13, Weathersfield first addition, according to the Plat thereof as recorded in Plat Book 12, pages 66 and 67 of the public records of Seminole County, Florida. This court finds that the value before any damage to the house is \$60,000.00. The damage on the house that was paid by the insurance company was over \$14,000.00. Husband received and cashed the checks issued by the insurance company. According to his testimony at trial there is no funds left to repair the marital home and from the photographs of the property, admitted into evidence it did not show that the funds received by Mr. Suarez were used to bring the marital home to the same condition as it was prior to the fire. Based on the facts presented at trial this has court conclude that there is no equity in the house. Husband shall execute and deliver a Quit Claim Deed to Wife within the next 30 days. Husband will also be responsible to deliver the house to Mrs. Suarez with the mortgage payments current and in good standing and shall not dissipate or do any damage to the property. Pursuant to Florida Rule of Civil Procedures 1.5701(d) the present final judgment shall have the effect of a duly executed conveyance or transfer of legal title in said property from Salvador Suarez as husband and Wife, to Norma E. Suarez as a single person. Wife will be responsible for the first and second mortgage.

Automobiles: 1997 Ford Explorer VIN number 1FMDU32E9VUA35860. Husband shall execute any and all the necessary documents to transfer the title of the car to Mrs. Suarez name only.

Other personal property: Personal property in possession of Wife.

(b) MARITAL DEBTS:

1. The wife will keep the following debts and husband shall have no further responsibility for those debts:

The First Mortgage with Alliance Mortgage Company, \$43,500.00 and Second Mortgage with Bank of America \$8,371.00 regarding the marital home. The total amount owed between the two mortgages is \$51,871.00. Any debt regarding the 1997 Ford Explorer.

Radio Shack for the amount of \$1,044.00, Sears for the amount of \$541.00 and ½ of the balance of the repossessed 1998 Ford Mustang.

2. The husband will keep the following debts and wife shall have no further responsibility for those debts:

Any debt regarding the 1996 Ford Ranger truck.

Credit Cards: American Express for the amount of \$7,222.00, Bank of America for the amount of \$7,805.00, Chase Visa for the amount of \$4,471.00 and ½ of the balance of the repossessed 1998 Ford Mustang.

3. This court awarded each party his or her interest in any pension/retirement benefits if any.

C. SPOUSAL SUPPORT (ALIMONY)

1. None to be awarded.

D. MINOR CHILDREN OF THIS MARRIAGE

1. Parental responsibility over the minor children of the marriage shall be as follows: Shared parental responsibility.
2. Parental decision-making responsibility over the minor children shall be as follows: Shared between the parties.
3. Child visitation rights by the non-custodial parent shall be: every Tuesday until Wednesday morning when the children will be dropped off at school. The father will pick up the children after the school day ends and will drop them in the morning before school starts. The father will have Thanksgiving visitation with the minor children from 3:00 p.m. Thanksgiving eve until 8:00 p.m. Thanksgiving day in odd number years. For Christmas the father will have visitation from 3:00 pm. Christmas eve until 8:00 p.m. Christmas day on even number years. Each party will divide 50-50 summer visitation with the father having the first part of the summer. While the children are with the father the mother will have the following visitation during the 2nd and 4th week, Saturday from 7:00 a.m. until 6:00 p.m. and Sunday from 7:00 a.m.

until 6:00 p.m. During the second half of the summer the father shall have the following visitation with the children, during the 3rd and 5th week Tuesday and Wednesday from 7:00 a.m. until 6:00 p.m. Each party will be responsible for the pick up and drop off of the children.

4. Child support to be paid by the husband if paid on **\$94.29 weekly or \$188.54 biweekly or \$408.50 monthly**. This support shall continue until the first of the parties' minor children reaches the age of 18, or, if the child is between the ages of 18 and 19 and still in high school performing in good faith with a reasonable expectation of graduation, until the child reaches the age of 19. At that time, the child support will be recomputed under the then current Child Support Guidelines. The husband is found to be in arrears for the amount of \$1,995.53. This court finds the husband in contempt for his failure to pay his support obligation and orders husband to pay the total amount of arrears in the next 10 days.

5. The parties shall divide unusual or uninsured medical/dental expenses in equal share. Husband shall pay 50% of the uncovered medical expenses incurred by wife since the entry of the Permanent Injunction. The share of the husband is in the amount of \$500.00 payable in the next 30 days. Husband will also be responsible for the amount of \$1,587.00 for the expenses incurred by the parties. This amount will be paid in the next 180 days.

6. Medical insurance to be provided by either party if reasonable offered and affordable by the employer.

7. Each party will claim one child in the Income tax Return to start for the income tax return of 2003.

8. Based on the testimony of Mrs. Suarez that there has not been any act of violence, this court enter a judgment dismissing the Final Judgment of Injunction for Protection Against Domestic Violence with Minor Children entered on the 29 day of May 2003, case number 01-DR-2047, Seminole County, Florida.

E. METHOD OF PAYMENT

As stated in Case #01-DR-2110-06-D-L, Final Judgment of Injunction entered in Seminole County, Florida.

F. ATTORNEYS' FEES, SUIT MONEY AND COSTS

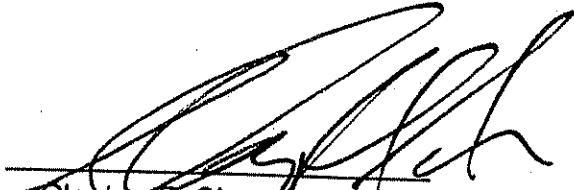
Each party to pay his or her Attorney's fees.

G. RESERVATION OF JURISDICTION

The court reserves jurisdiction to enforce or modify the terms of this Final

Judgment for Dissolution of Marriage and all documents incorporated into it.

DONE and ORDERED in Sanford, Seminole County, Florida on the 22 day of September 2003.




Clayton D. Simmons.
CIRCUIT JUDGE

Conformed copies to: Efrain Aponte, Esq. , 450 Crown Oaks Centre Drive, Longwood, FL 32750 and Robert Rodriguez, 227 Magnolia Ave., Suite 209 Orlando, FL 32801.

Copies furnished this 23rd day of September, 2003



Judicial Assistant

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY 

DEPUTY CLERK
DATE: 10-3-03



SIXTY DAY NOTICE OF RESIDENT'S INTENTION TO TERMINATE TENANCY

Apartment Community Oxford Square

Date: 9-10-03

This is to advise you that the undersigned Resident(s) intends to terminate his tenancy of the Apartment (premises) located at: 608 Kenwick Circle #204 Casselberry, FL.
(ADDRESS) (APT. #) (CITY) (STATE)

on 11-30-03, (Date of vacating premises)

It is understood and agreed that the Owner, by its Agent, has the right to show the Apartment for leasing purposes during the 60-day notice period.

In the event of holding over by Resident(s) past the scheduled move-out date, Resident(s) agrees to pay rent equal to two times the daily rent amount per diem.

Reason for vacating: Divorce - got the house.
Forwarding Address: 300 Lynchfield Ave.
Altamonte Spgs. FL 32714

[Signature]
(Resident's Signature)

Receipt of the above notice is hereby acknowledged.

[Signature]
Authorized Agent

Move-Out Charges (if applicable)

Rent \$ October / November Rent

Early Termination Fees 1 month @ \$680.00

Insufficient Notice Fee _____

Other Cleaning / Damage if applicable

Total TBD.

Dated: 9-10-03

Statement of Security Deposit Accounts
For Unit 08-204
RESIDENT COPY

FROM: Oxford Square
600 Kenwick Circle
Casselberry, FL 32707

DATE 12-02-2003

ACCOUNT NUMBER: 90-922 08-204 -03

TO:
NORMA SUAREZ
608 KENWICK CIRCLE APT 204
CASSELBERRY FL, 32707

RESIDENTS:
Norma Suarez

AGREEMENT: Lease begin date	05/01/03	Monthly Charges:	
Lease end date	01/31/04	BASE RENT	680.00
Move In date	06/08/01	Total monthly charges:	680.00
Notice given	10/01/03		
Move-out date	12/01/03		

Total Deposits	SECURITY DEPOSIT	200.00
	SECURITY INTEREST	15.92
	Total deposits:	<u>215.92</u>

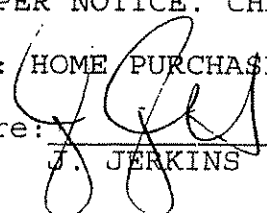
CURRENT BALANCES DUE	Total current balance:	<u>0.00</u>
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DAMAGES AND FEES:	TERMINATION FEE	680.00
	Total damages & fees:	<u>680.00</u>

SUMMARY	Total Deposits	215.92
	Total Prepays	0.00
	Applied to Balances Due	0.00
	Applied to Other Charges	215.92-
	Amount Refunded	<u><u>0.00</u></u>

Comments:
RESIDENT GAVE PROPER NOTICE. CHARGES FOR EARLY TERMINATION FEE.

Reason for moving: HOME PURCHASE

Manager's Signature: 
J. JERKINS

SEMINOLE COUNTY
CODE ENFORCEMENT BOARD
CASE NO. 02-27 CEB

REQUEST FOR REDUCTION OF PENALTY

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in both sides of this form completely. Be specific when writing your statement. Please return this form to the Clerk to the Code Enforcement Board. The REQUEST FOR REDUCTION OF PENALTY will then be presented to the Board of County Commissioners at their next regularly-scheduled hearing, or as soon thereafter as possible, and you will be notified in writing of the Board's decision within 10 days after the hearing. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any questions, please call the Clerk at (407) 665-7403.

Property Owner's Name: Norma E. Suarez

Property Address: 300 Lynchfield Avenue
Altamonte Springs, FL 32714

Phone number(s) where you can be reached during the day: (407) 617-8500 (cell), or (407) 741-5154 (work)

Is the property now in compliance? YES NO
(If No, explain in detail) N/A

Are you claiming a financial hardship? YES NO

Are you claiming a medical hardship? YES NO

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: N/A

Relationship: N/A

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

I, Norma E. Suarez, do hereby submit this REQUEST FOR REDUCTION OF PENALTY to request a reduction in the total amount of penalty imposed and in support offer the following statement:

I did not have use and/or possession of the property located at 300 Lynchfield Avenue in Altamonte Springs, FL from 5/29/01 to 9/22/03. In May 2001, I filed an Injunction for Protection Against Domestic Violence against my now ex-husband. At the Hearing for the Injunction, the Judge decided to give temporary and exclusive use and possession of the property to my ex-husband. We were ordered to have no contact and not to go in or within 500 feet from each other. From 5/29/01 to 9/22/03 I did not visit or drive by the property. In September 2003, I was awarded the property during a Hearing regarding my Dissolution of Marriage. Between 5/01 and 9/03, I resided in Casselberry, FL.

Date: November 8, 2006

Signed: [Signature]

Print Name: Norma E. Suarez

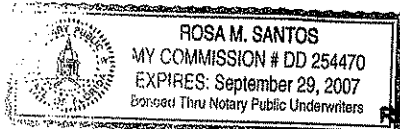
STATE OF FLORIDA
COUNTY OF SEMINOLE

I have not had contact with my ex-husband, except for court procedures.

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, Norma Suarez who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and has produced _____ as identification and did take an oath.

Date: 11-8-06

[Signature]
Notary Public
My commission expires: September 29, 2007



RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1488

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida

Case No. 02-27-CEB

Petitioner,
vs.

SALVADOR & NORMA E SUAREZ

Respondent.
_____ /

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Joann Davids**,
Code Inspector for **Planning Division**, who, after being duly sworn, deposes and says:

1. That on **February 28, 2002**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **March 15, 2002**.
3. That a re-inspection was performed and the Respondent was in compliance on **June 14, 2002**.

That the re-inspection revealed that the corrective action ordered by the Board has been taken in that **the junked or abandoned vehicle not within an enclosed garage or attached carport has been removed from the property.**

FURTHER AFFIANT SAYETH NOT.

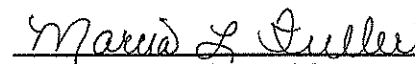
DATED this 19th day of June, 2002.



Joann Davids, Inspector

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 19th day of June 2002, by **Joann Davids**, who is personally known to me and who did take an oath.



Notary Public in and for the County
and State Aforementioned
My commission expires:

CMPLAFF.CEB





SEMINOLE COUNTY

APPRAISAL DATA

Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.

Parcel Id	15-21-29-510-1300-0180	Tax District	01-TX DIST 1 - COUNTY
Owner	SUAREZ SALVADOR & NORMA E	Dor	01-SINGLE FAMILY
Address	300 LYNCHFIELD AVE	Exemptions	00-HOMESTEAD
City,State,ZipCode	ALTAMONTE SPRINGS FL 32714		
Property Address	300 LYNCHFIELD AVE		

VALUE SUMMARY	
Value Method	Market
Number of Buildings	1
Depreciated Bldg Value	\$37,527
Depreciated EXFT Value	\$887
Land Value (Market)	\$13,500
Land Value Ag	\$0
Just/Market Value	\$51,914
Assessed Value (SOH)	\$47,092
Exempt Value	\$25,000
Taxable Value	\$22,092

SALES INFORMATION

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	12/1993	02708	0787	\$53,000	Improved
ADMINISTRATIVE DEED	08/1993	02649	1461	\$20,000	Improved
PROBATE RECORDS	08/1993	02636	1148	\$100	Improved

Find Comparable Sales within this Subdivision

LEGAL DESCRIPTION
LEG LOT 18 BLK 13 WEATHERSFIELD FIRST ADD PB 12 PG 67

LAND INFORMATION					
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	13,500.00	\$13,500

BUILDING INFORMATION								
Bld Num	Bld Type	Year Blt	Fixtures	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1960	6	1,092	972	CONC BLOCK	\$37,527	\$47,503
	Appendage / Sqft			UTILITY FINISHED / 60				
	Appendage / Sqft			OPEN PORCH FINISHED / 60				

EXTRA FEATURE INFORMATION				
Description	Year Blt	Units	EXFT Value	Est. Cost New
ALUM SCREEN PORCH W/CONC FL	1990	200	\$887	\$1,400

[[New Search](#)] [[Find Comparable Sales within this Subdivision](#)]

[Back](#)

This Order shall be recorded in the public records of Seminole County, Florida, and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the Respondents.

DONE AND ORDERED this 23rd day of May, 2002, in Seminole County, Florida.


CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA



TOM HAGOOD, CHAIR

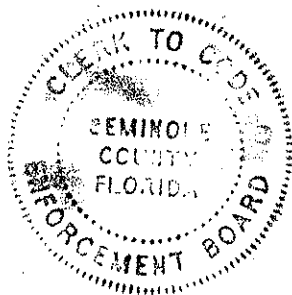
STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 31st day of May, 2002, by Tom Hagood, who is personally known to me.



Marcia L. Fuller
Notary Public to and for the
County and State aforementioned.
My Commission Expires:

liensuarez



CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

CASE NO. 02-27-CEB

Petitioner,

vs.

SALVADOR & NORMA E SUAREZ
300 LYNCHFIELD AVE
ALTAMONTE SPRINGS FL 32714

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04424 PG 0685
CLERK'S # 2002888038
RECORDED 06/04/2002 09:45:41 AM
RECORDING FEES 10.50
RECORDED BY L Woodley

Respondents.

REVISED
FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

The Respondents are in violation of Section 95.4 of the Seminole County Code, as defined in Section 95.3(l), Seminole County Code, based on the following findings:

(a) The Respondents are the owners of record of the property (Tax Parcel ID #15-21-29-510-1300-0180) located at 300 Lynchfield Ave, Altamonte Springs, located in Seminole County and legally described as follows:

LEG LOT 18 BLK 13 WEATHERSFIELD FIRST ADD PB 12 PG 67

(b) The Respondents are in possession/control of the property.

(c) On August 7, 2001, a Seminole County Code Inspector inspected the property and found a junked or abandoned vehicle not being kept within an enclosed garage or carport.

(d) On December 29, 2001, Respondents were provided notice of the violation and given until January 16, 2002 to correct the violation.

The Respondents shall correct the violation by **March 15, 2002**. In order to correct the violation, the Respondents shall take the following remedial action:

REMOVE THE JUNKED OR ABANDONED VEHICLE NOT WITHIN AN ENCLOSED GARAGE OR ATTACHED CARPORT FROM THE PROPERTY.

If the Code Inspector files an affidavit with the Code Enforcement Board stating that the Respondents have complied with this Order by the date set for compliance, then the Code Enforcement Board shall at a subsequent meeting issue an order confirming the compliance. The order shall be recorded in the official land records of Seminole County.

SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET
SANFORD, FLORIDA 32771-1468

Marcia Fuller

If the Code Inspector files an affidavit with the Code Enforcement Board stating that the Respondents did not comply with this Order by the date set for compliance, then the Code Enforcement Board shall at a subsequent meeting issue an order confirming the non-compliance and ordering the Respondents to pay a fine of \$100.00 for each day the violation continues or is repeated past the date set for compliance. Such order shall be recorded in the official land records of Seminole County and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the Respondents.

The Respondents must contact the Code Inspector to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until such time as the Code Inspector inspects the property and verifies compliance with this Order.

DONE AND ORDERED this 28th day of February, 2002, in Seminole County, Florida.

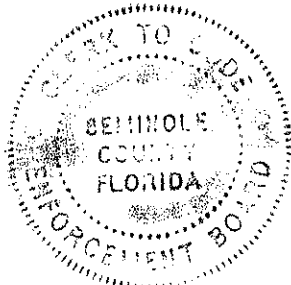
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Jean Metts
JEAN METTS, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 6th day of March, 2002, by Jean Metts, who is personally known to me.

Marcia L. Fuller
Marcia L. Fuller
Notary Public to and for the
County and State aforementioned.
My Commission Expires:



CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of
Florida,

CASE NO: 02-27-CEB

1 001 10 10 11 001 10 10 11 010 10 10 11 010 10 10 11 010 10 10 11 010 10 10 11 010

Petitioner,

MARYANNE MORBE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04357 PG 1024
CLERK'S # 2002849888
RECORDED 03/21/2002 11:15:32 AM
RECORDING FEES 6.00
RECORDED BY L Woodley

vs.

Salvador & Norma Suarez

Respondent.

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared Joann Davids, Code Inspector for PLANNING DIVISION, who after being duly sworn, deposes and says:

1. That on February 28, 2002, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before March 15, 2002.
3. That a re-inspection was performed on March 18, 2002.
4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that junked vehicle remains on the property.

MAR 20 2002


FURTHER AFFIANT SAYETH NOT.

DATED this 18th day of March 2002.

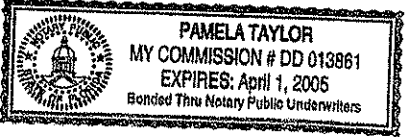
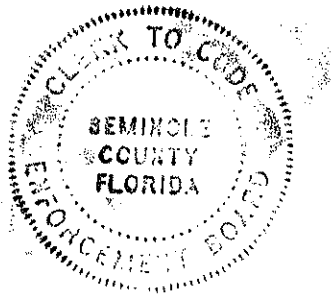

Joann Davids, Inspector

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 18th day of March 2002, by Joann Davids, who is personally known to me and who did take an oath.


Notary Public in and for the County
and State Aforementioned
My commission expires

AFFNON.COM



CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

CASE NO. 02-27-CEB

Petitioner,

vs.

SALVADOR & NORMA E SUAREZ
300 LYNCHFIELD AVE
ALTAMONTE SPRINGS FL 32714

MARYANNE MORGE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04353 PG 0340
CLERK'S # 2002847195
RECORDED 03/15/2002 10:23:12 AM
RECORDING FEES 10.50
RECORDED BY L Woodley

Respondents.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

The Respondents are in violation of Section 95.4 of the Seminole County Code, as defined in Section 95.3(l), Seminole County Code, based on the following findings:

(a) The Respondents are the owners of record of the property (Tax Parcel ID #15-21-29-510-1300-0180) located at 300 Lynchfield Ave, Altamonte Springs, located in Seminole County and legally described as follows:

LEG LOT 18 BLK 13 WEATHERSFIELD FIRST ADD PB 12 PG 67

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(c) On August 7, 2001, a Seminole County Code Inspector inspected the property and found a junked or abandoned vehicle not being kept within an enclosed garage or carport.

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Marcia Fuller

If the Code Inspector files an affidavit with the Code Enforcement Board stating that the Respondents did not comply with this Order by the date set for compliance, then the Code Enforcement Board shall at a subsequent meeting issue an order confirming the non-compliance and ordering the Respondents to pay a fine of \$100.00 for each day the violation continues or is repeated past the date set for compliance. Such order shall be recorded in the official land records of Seminole County and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the Respondents.

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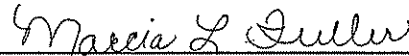
DONE AND ORDERED this 28th day of February, 2002, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA


JEAN METTS, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 6th day of March, 2002, by Jean Metts, who is personally known to me.


Marcia L. Fuller
Notary Public to and for the
County and State aforementioned.
My Commission Expires:

