

BEFORE THE SPECIAL MASTER OF DESOTO COUNTY

DESOTO COUNTY

Petitioner,

vs.

CASE NO. SM-CE 24-0937

ANGELES-MONROY HERIBERTO

Respondents,

TO: ANGELES-MONROY HERIBERTO
46 EL VERANO AVE
ARCADIA FL 34266

RE: 46 EL VERANO AVE, ARCADIA FL 34266

NOTICE OF MANDATORY HEARING

1. You are hereby notified that the DeSoto County Development Department has filed an Affidavit of Violation (copy attached) against you for violation of DeSoto County Land Development Regulations, as shown on the Affidavit of Violation.
2. The Special Master hearing has been set for **October 28, 2025 at 11:00 am** or as soon thereafter as this case may be heard, in Room 103, First Floor of the DeSoto County Administration Building, 201 East Oak Street, Arcadia, Florida 34266.
3. If you have cleared the violation by the time stated in the Affidavit of Violation AND have received written notification from the Director of the Department that all the violations have been cleared, the hearing will be canceled and you will not be required to appear.
4. **IT IS YOUR RESPONSIBILITY TO CONTACT THE DESOTO COUNTY CODE ENFORCEMENT DIVISION TO ARRANGE FOR A REINSPECTION OF THE PROPERTY IN ORDER TO VERIFY THAT THE VIOLATIONS HAVE BEEN CORRECTED AND THAT THE PROPERTY HAS BEEN BROUGHT IN TO COMPLIANCE WITH THE APPLICABLE SECTIONS OF THE DESOTO COUNTY LAND DEVELOPMENT REGULATIONS.**
5. Otherwise, you must be present at this hearing to avoid an order being entered against you solely on the evidence to be presented by the petitioner **AND A LIEN BEING RECORDED AGAINST YOUR PROPERTY.** Violations may be fined at the rate of \$250.00 per day of violation.
6. **If the Affidavit of Violation charges you with a Repeat Violation, the matter may be presented to the Special Master even if the repeat violation has been corrected prior to the hearing.** If a violation is found to be a repeat violation, the Special Master may increase the fine to \$500.00 for each day of the repeat violation.
7. In addition to any fines, the amount of the lien may include the costs incurred in prosecuting the case pursuant to Section 162.07(2), F.S., and the reasonable costs which are required to bring the property into compliance pursuant to Section 162.09(1), F.S.
8. If you have witnesses or other evidence bearing on this matter, you should bring them with you at the time of the hearing.
9. If you wish to have witnesses subpoenaed, see the Clerk at once at the DeSoto County Administration Building, 201 East Oak Street, Arcadia, Florida, for assistance.
10. If you wish, you may file an answer denying the allegations of the Affidavit of Violation or alleging substantial facts which would constitute an affirmative defense. Failure to answer shall constitute a denial of the allegations of the Affidavit of violation but shall bar the presentation of evidence of an affirmative defense.
11. If you decide to appeal any decision made by the Special Master, you will need a record of the proceedings, and, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
12. You may come with or without an attorney.

Dated at Arcadia, DeSoto County, Florida, this _____ day of _____ 2025.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of this notice was mailed to the above Respondent as addressed by: (check one that applies) _____ Certified Mail, Return Receipt Requested/ or _____ Regular U.S Mail on this _____ day of _____, 2025.

Valerie Vicente, County Attorney
Florida Bar Number 71010
201 East Oak Street, Suite 201
Arcadia, Florida 34266
Certified Mailing Number: 9589071052701588387177

BEFORE THE SPECIAL MASTER OF DESOTO COUNTY

DESOTO COUNTY

Petitioner,

vs.

CASE NO. SM-CE 24-0937

ANGELES-MONROY HERIBERTO

Respondents,

AFFIDAVIT OF VIOLATION
(LDR Sect. 20-1581(b))

STATE OF FLORIDA)
COUNTY OF DESOTO)

Before me, the undersigned authority authorized to administer oaths, personally appeared the undersigned Code Enforcement Officer, who, being first duly sworn, deposes and says the following is true to the best of his/her information and belief:

TO: ANGELES-MONROY HERIBERTO, 46 EL VERANO AVE, ARCADIA FL 34266.

1. An inspection on September 3, 2025, Code Enforcement Officer visited your property located at 46 EL VERANO AVE, ARCADIA FL 34266 described and zoned as: CITY

DeSoto County Tax Parcel Number #31-37-25-0380-00K0-0080 more particularly described by deed or instrument number #201114016524 of the Official Records of DeSoto County, Florida.

2. **The inspection resulted in the findings that the property is: Expired Building Permit (Development permit required).**
3. These are direct violation of DeSoto County Land Development Regulations: LDR Sec. 20-1342, copies of which are attached hereto.
4. You were previously notified of these violation(s) of the DeSoto County Land Development Regulations by a notice dated December 11, 2024 and served by certified receipt requested/posting.
5. You are hereby notified that you must clear the violation(s): Contact the Desoto County Building department at (863) 993-4811 and renew your permit. Once the permit has been renewed obtain a Certificate of Completion by passing all required inspections prior to expiration of that permit. Please contact our office to get this issue resolved 863-491-6165.
6. Your failure to comply with the terms of this Notice will result in this matter being heard before a Special Master of DeSoto County at the time and place shown on the attached Notice of Mandatory Hearing. Correction delayed until immediately prior to the hearing will not result in cancellation of this hearing. If you fail to correct the violation or if the violation is corrected and recurs, the case may be presented to the Special Master even if the violation has been corrected prior to the hearing.

Thomas Turnbull
Code Enforcement Officer
201 E. Oak Street
Arcadia, Florida 34266

Sworn to and subscribed before me this _____ day of _____, _____ Affiant is personally known to me.

Notary Public

Special Master Mandatory Hearing Case Checklist

** This checklist must be completed and accompany each case being turned in for Special Master Mandatory Hearing**

J or N/A	Respondents Name <u>Angeles-Monroy Heriberto</u>	Case # <u>24-0937</u>
	Site Address <u>46 EL Verano Ave</u>	
	Respondent's Mailing Address <u>46 EL Verano Ave</u>	
☒	Case Notes in date order	
☒	Case Cost to date	
☒	Property card	
☒	Tax Record	
☒	Deed Information	
☒	Complaint/Request	
☒	Copy of LDR or DCCO section to be cited on Notice of Mandatory Hearing	
☒	Notice of Mandatory Hearing (file copy)	
☒	Green Card if received, and or Track and Confirm information from the USP website	
☒	Original Notice to Correct in the envelope with green card attached if unclaimed	
☒	Copy of Notice to Correct that was posted and sent by regular Mail	
☒	Photograph of posting, if applicable	
☒	Affidavit of posting or hand delivery	
☒	Photographs of site visits in support of the case	
☒	Any correspondence to or from the Respondent or the Respondent's representative	
☒	Any other supporting documentation (e.g., Division of Corporation information, Certificate of Use issued by Planning and Zoning, copies of permits, R.O.W. forms, etc.)	

Information: Any special instructions (IE, if posting affidavit is required, if some of the violations listed on the original Notice have been corrected, if the Hearing Notice needs to be sent to more than one person)

_____ Only the following violations will be referenced in the Notice of Mandatory Hearing:

_____ Will have to be posted and sent by regular mail in addition to the Certified Mail with return receipt.

_____ Will need an Affidavit of posting

Special Instructions

Expired Roof Permit again.

Officers' Name Tommy Turnbull

Special Master Hearing on: 10-28-2025

Reviewed by: [Signature]

Date: 9/8/2025

SMCE 24-0937

Code Enforcement Case: CE-24-0937

Entered on: 11/08/2024 11:58 AM

Printed on: 09/03/2025

Topic: Expired Building permit within City limits
Due Date: 09/03/25
Initiated by: Building Department
Hearing Date:
SM Case No:

Status: Open - Turn in for SM
Assigned To: Thomas Turnbull
Area #: CITY
Hearing Time:

Permit

Permit #: Business name: License #:

Property Location

Occupant Name:

Address: 46 EL VERANO AVE , 34266

Phone:

Cell #:

APN : 31-37-25-0380-00K0-0080

Owner Information

Owner Name: ANGELES-MONROY HERIBERTO

Address: 46 EL VERANO AVE
ARCADIA, FL 34266

Phone:

Cell #:

Actions

Action	By	Date	Time	Note/Observation
Complaint	Thomas Turnbull	11/07/2024	8:21 am	Request 4816-ALISON Building Department(Alison) - PERMIT EXPIRED #BLDR-21320-2024. Building (Residential) - Roof.
Inspection / Site Visit	Thomas Turnbull	11/08/2024	8:25 am	The building permit has expired. They have not started on the roof. Took photos.
Building Dept letter sent informing that the permit has expired	Thomas Turnbull	11/08/2024	12:01 pm	Per the building department, they send out a letter for the expired letter.
Inspection / Site Visit	Thomas Turnbull	12/09/2024	9:34 am	The building permit is still expired, took photo.
Notice of Violation	Thomas Turnbull	12/11/2024	7:53 am	> Inspection Time:9:34 am, Send to (Owner - Cert no=9589071052700462268038), Extra days(0)
Mail and Post Notice to Correct Violation	Thomas Turnbull	12/11/2024	8:56 am	Posted the N2C and mail out the letter, took photos.
Case Notes	Thomas Turnbull	12/16/2024	12:21 pm	per building, the permit was renewed, new expire date 2/6/2025
Return Receipt Received	Thomas Turnbull	12/16/2024	1:08 pm	The green card was signed and returned.
E-mail Correspondence	Sarah Milstead	02/07/2025	9:44 am	This email originated outside of Desoto County BOCC. Think before you click!!! PERMIT #: BLDR-21320-2024 ISSUE DATE: 5/10/2024 LAST INSPECTION: 12/18/2024 PERMIT TYPE: Building (Residential), Roof ADDRESS: 46 EL VERANO AVE

This letter is to inform you that the above referenced permit issued to you as the property owner expired 2/6/2025. You will need to renew your permit by re-paying all applicable fees and complete a new permit application. You may be able to request an extension if an extension has not already been granted.
Per Florida Building Code 105.4.1.3Florida Building Code 105.4.1. Work shall be considered to be in active progress when the

permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

If you do not rectify this situation within thirty (30) days from the date of this letter, your permit will be turned over to Code Enforcement. At that time, you will need to reapply and pay new permit fees and/or code enforcement incurred charges.

Please contact the building department at 863-993-4811 if you have any questions regarding this matter.

Thank you.

Alison M. Shuman
Office Manager

Inspection / Site Visit	Thomas Turnbull	02/10/2025 10:31 am	The building permit for the roof has expired again, took photo. Building sent out a letter.
Case Notes	Thomas Turnbull	02/28/2025 8:33 am	The building permit is still expired and will turn into the next special master hearing.
Case Notes	Thomas Turnbull	03/27/2025 7:39 am	The permit has a new expire date, 9/2/2025
E-mail Correspondence	Sarah Milstead	09/03/2025 8:08 am	This email originated outside of Desoto County BOCC. Think before you click!!! PERMIT #: BLDR-21320-2024 ISSUE DATE: 5/10/2024 LAST INSPECTION: 12/18/2024 PERMIT TYPE: Building (Residential), Roof ADDRESS: 46 EL VERANO AVE

This letter is to inform you that the above referenced permit issued to you as the property owner expired 9/2/2025. You will need to renew your permit by re-paying all applicable fees and complete a new permit application. You may be able to request an extension if an extension has not already been granted.

Per Florida Building Code 105.4.1.3 Florida Building Code 105.4.1. Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

A copy of this notice has been provided to Code Enforcement.

If you have any questions regarding this matter, please contact the appropriate division as below.

If your permit begins with ZNVF - Please contact the Planning & Zoning Department at 863-993-4806.

If your permit begins with ROW - Please contact the Engineering Department at 863-491-7543.

If your permit begins with COUR - Please disregard this notice.

If your permit begins with any other letter code - Please contact the Building Department at 863-993-4811.

Thank you,
DeSoto County Development
Thank you.

Inspection / Site Visit	Thomas 09/03/2025 8:46 am Turnbull	The building permit has expired again. Took photo.
Submitted for Special Master Review and approval	Thomas 09/03/2025 12:09 pm Turnbull	Turn in for review, for special master hearing.

<i>Violations</i>			
#	Violation Type	Due Date	Status Closed Date
	LDR Sec. 20-1342 - Expired Building Permit (Development permit required)		Open
1	Corrections Required:Contact the Desoto County Building department at (863) 993-4811 and renew your permit. Once the permit has been renewed obtain a Certificate of Completion by passing all required inspections prior to expiration of that permit		

<i>Additional Addresses</i>	
Address Type:Complainant Name:ALISON Building Department(Alison) Address:201 East oak St., Suite 204 Arcadia, FL 34266 Phone: Cell #:	

<i>Inspection Notes</i>

Date: _____ Time: _____

Findings: _____

CODE ENFORCEMENT COST BREAKDOWN

COPY	Number of copy @ \$.15 per copy	36	\$	5.40
SERVICE	Number of Certified letters @ \$6.11 per letter	1	\$	10.44
LEGAL SERVICE	Number of Certified letters @ \$6.31 per letter	1	\$	10.44
		TOTAL	\$	26.28

X	PROPERTY CARD		
X	TAX RECORD		
X	DEED		
		Accepted	Rejected
12/16/2024	N2C GREEN CARD RETURN DATE	X	
	HEARING GREEN CARD RETURN DATE		

DeSoto County Property Appraiser

David A. Williams, CFA

2025 Preliminary Values

updated: 8/28/2025

Parcel: << 31-37-25-0380-00K0-0080 (17560) >>

Owner & Property Info

Result: 1 of 1

Owner	ANGELES-MONROY HERIBERTO 46 EL VERANO AVE ARCADIA, FL 34266		
Site	46 EL VERANO AVE, ARCADIA		
Description*	VILLA RICA PARK LOT 8 BLK K INST:201114016524		
Area	0.253 AC	S/T/R	31-37-25
Use Code**	SINGLE FAMILY (0100)	Tax District	1

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

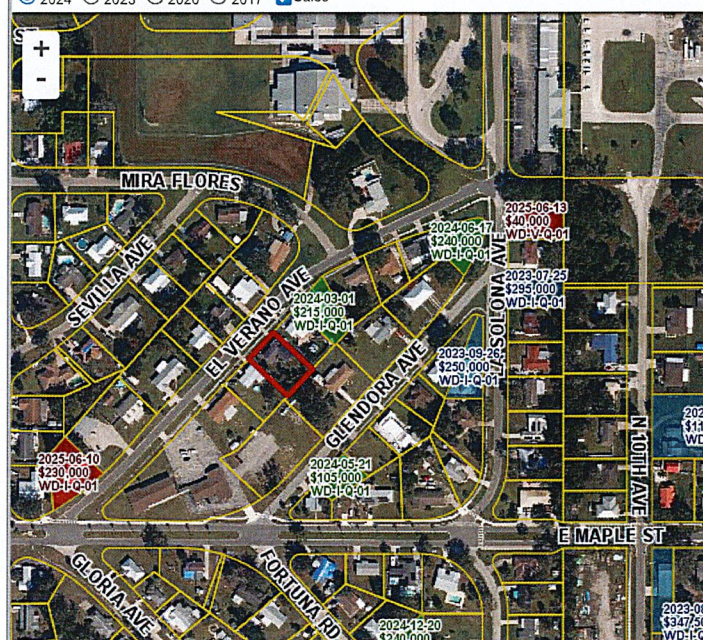
Property & Assessment Values

2024 Certified Values		2025 Preliminary Values	
Mkt Land	\$9,000	Mkt Land	\$9,000
Ag Land	\$0	Ag Land	\$0
Building	\$114,509	Building	\$119,280
XFOB	\$566	XFOB	\$562
Just	\$124,075	Just	\$128,842
Class	\$0	Class	\$0
Appraised	\$124,075	Appraised	\$128,842
SOH/10% Cap	\$2,826	SOH/10% Cap	\$4,077
Assessed	\$121,249	Assessed	\$124,765
Exempt	HX HB	Exempt	HX HB
	\$50,000		\$50,722
Total Taxable	county:\$71,249 city:\$71,249 other:\$71,249 school:\$96,249	Total Taxable	county:\$74,043 city:\$74,043 other:\$74,043 school:\$99,765

NOTE: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

Aerial Viewer Building Photo Google Maps

2024 2023 2020 2017 Sales



Sales History

Show Similar Sales within 1/2 mile

Fill out Sales Questionnaire

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
8/22/2011	\$43,200	201114016524	WD	I	U	12
4/15/2010	\$100	201014003584	CT	I	U	38
9/5/2007	\$100	200714009277	QC	I	U	
7/31/2006	\$103,285	584 / 2537	WD	I	U	
8/16/2000	\$62,000	460 / 600	WD	I	Q	
8/1/1981	\$50,000	175 / 440	WD	I	U	

Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
Sketch	SINGLE FAM (0100)	1948	1588	1952	\$119,280

*Bldg Desc determinations are used by the Property Appraisers office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims
1400	FNC CH L3/4	1975	\$263.00	175.00	0 x 0
0860	DRVWY CONC	1948	\$266.00	426.00	0 x 0
1450	FENCE WD	2005	\$33.00	8.00	0 x 0

Land Breakdown

Code	Desc	Units	Adjustments	Eff Rate	Land Value	* Zoning
0100	SFR (MKT)	1.000 UT (0.253 AC)	1.0000/1.0000 1.0000/ /	\$9,000 /UT	\$9,000	R-1B

* The Property Appraiser's Office is NOT responsible for the zoning codes. For more information about Zoning, please contact the appropriate Planning & Zoning office for your area. City of Arcadia office: 863-494-4114 -or- DeSoto County office: 863-993-4806

Search Result: 1 of 1

© DeSoto County Property Appraiser | David A. Williams, CFA | Arcadia, Florida | 863-993-4866

by: GrizzlyLogic.com

The information presented on this website was derived from data which was compiled by the DeSoto County Property Appraiser solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. The GIS Map image is not a survey and shall not be used in a Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This website was last updated: 8/28/2025 and may not reflect the data currently on file at our office.

ANGELES-MONROY HERIBERTO
46 EL VERANO AVE
ARCADIA, FL 34266

31-37-25-0380-00K0-0080

[illegible]

Notice Of AD Valorem Taxes & Non-AD Valorem Assessments

Bill # R 1493300 2024

R 31-37-25-0380-00K0-0080

REAL ESTATE TAX/NOTICE RECEIPT FOR DESOTO COUNTY

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT
DESOTO COUNTY	.0076153	\$542.58
SCHOOL LRE	.0030960	\$297.99
SCHOOL DISC	.0022480	\$216.37
CITY OF ARCADIA	.0079000	\$562.87
SOUTHWEST WATER MGMT	.0001909	\$13.60
TOTAL AD-VALOREM:		\$1,633.41

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	TAX AMOUNT
Asmt - FIRE RESCUE-ARCADIA	\$77.00
Asmt - SOLID WASTE	\$45.50
TOTAL NON-AD VALOREM:	\$122.50

ANGELES-MONROY HERIBERTO
46 EL VERANO AVE
ARCADIA , FL 34266 - 0000

0.253 ACRES
VILLA RICA PARK
LOT 8 BLK K
INST:201114016524

COMBINED TAXES & ASMTS: **\$1,755.91**

DISCOUNT: **\$0.00**

UNPAID BALANCE: **\$0.00**

Exemptions: HX HB

Property Address:
46 EL VERANO AVE ARCADIA 34266

FAIR MKT VALUE	\$124,075.00	DIST	1
ASSESS	\$121,249.00	EXEMPT VALUE	\$50,000.00
TAXABLE VALUE	\$71,249.00		

**** PAID ****

Last Payment: 11/26/2024 **Receipt Number:** 601873

Amount Collected: \$1,685.67 **Discount Amount:** \$0.00

Tax Roll Property Summary

Parcel	Roll Type	Year	Original Gross Tax	Original Assessments	Date Paid	Amount Paid	Total Unpaid
313725038000K00080 R		2024	\$1,633.41	\$122.50	11/26/2024	\$1,685.67	\$0.00
313725038000K00080 R		2023	\$1,578.54	\$122.50	11/29/2023	\$1,633.00	\$0.00
313725038000K00080 R		2022	\$2,125.22	\$122.50	11/28/2022	\$2,157.81	\$0.00
313725038000K00080 R		2021	\$2,205.56	\$122.50	11/21/2021	\$2,234.94	\$0.00
313725038000K00080 R		2020	\$2,044.89	\$122.50	11/25/2020	\$2,080.69	\$0.00
313725038000K00080 R		2019	\$1,925.24	\$122.50	11/20/2019	\$1,965.83	\$0.00
313725038000K00080 R		2018	\$1,748.87	\$122.50	11/20/2018	\$1,796.52	\$0.00
313725038000K00080 R		2017	\$1,575.24	\$122.50	11/27/2017	\$1,629.83	\$0.00
313725038000K00080 R		2016	\$1,434.05	\$122.50	11/22/2016	\$1,494.29	\$0.00
313725038000K00080 R		2015	\$1,345.42	\$122.50	11/24/2015	\$1,409.20	\$0.00
313725038000K00080 R		2014	\$1,315.42	\$122.50	11/21/2014	\$1,380.40	0.00



Consideration: \$43,199.00

This document prepared by (and after
recording return to):

Name: Heidi Short
Firm: Suncoast One Title, Inc.
357 W. Marion Ave.
Punta Gorda, FL 33950
Phone: (941) 205-2270
Asset No. 705863884
File No. AM1101-FL-128442

Inst:201114016524 Date:9/12/2011 Time:11:53 AM
Doc Stamp-Deed:302.40

CA DC, Mitzie McGavic, Desoto County Page 1 of 8

Above This Line Reserved
For Official Use Only

**SPECIAL WARRANTY DEED
AND
SUPPORTING AFFIDAVIT OF POWER OF ATTORNEY**

STATE OF FLORIDA
COUNTY OF DeSoto

THIS DEED, made this 22nd day of AUGUST, 2011, by and between U.S. BANK NATIONAL ASSOCIATION, as Trustee under Pooling and Servicing Agreement dated as of December 1, 2006 MASTR Asset-Backed Securities Trust 2006-HE5 Mortgage Pass-Through Certificates, Series 2006-HE5, a national banking association, organized and existing under the laws of The United States of America; hereinafter called the Grantor, whose mailing address is: c/o Ocwen Loan Servicing, LLC, 12001 Science Drive, Suite 110B Orlando, Florida 32826; and Heriberto Angeles-Monroy, a single person, hereinafter called the Grantee, whose mailing address:

46 El Verano Ave, Arcadia, FL 34266

WITNESSETH, that the Grantor, for and in consideration for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells unto the Grantee, and Grantee's successors, heirs, and assigns forever, all that certain parcel of land in the County of DeSoto, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PARCEL ID #: 31-37-25-038000K00-80
Located at 46 El Verano Avenue, Arcadia, FL 34266

TOGETHER, with all of the tenements, hereditaments and appurtenances thereto, belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims

of all persons claiming by, through or under said Grantor but against none other.

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:

Witness

Manuel Rodriguez
Print Name

U.S. BANK NATIONAL ASSOCIATION, as Trustee under Pooling and Servicing Agreement dated as of December 1, 2006 MASTR Asset-Backed Securities Trust 2006-HE5 Mortgage Pass-Through Certificates, Series 2006-HE5 by Ocwen Loan Servicing, LLC as Attorney-In-Fact

Witness

Christine Figueroa
Print Name

BY Robert Kaltenbach, Senior Manager
of Ocwen Loan Servicing, LLC, as Attorney-in-Fact
Address: 12801 Science Drive, Suite 110B, Orlando, FL 32826



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22nd day of August, 2011, by

Robert Kaltenbach, Senior Manager

of Ocwen Loan Servicing, LLC as Attorney-in-Fact for U.S. BANK NATIONAL ASSOCIATION, as Trustee under Pooling and Servicing Agreement dated as of December 1, 2006 MASTR Asset-Backed Securities Trust 2006-HE5 Mortgage Pass-Through Certificates, Series 2006-HE5, who is personally known to me or who has produced _____ as identification and who did / (did not) take an oath.



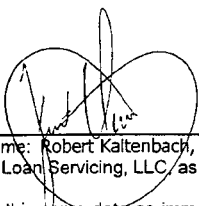
(Notarial Seal)

Notary Public

Christine Figueroa
Printed Name
My Commission Expires: 8/25/2013

STATE OF FLORIDA
COUNTY OF ORANGE

Before me this 22nd day of August of 2011, appeared the aforesaid Attorney-in-Fact, who swore or affirmed that: (1) the power of attorney given to the aforementioned Attorney-in-Fact and used herein to convey title is recorded at O.R. Book _____, Page _____, Public Records of DeSoto County, Florida; and (2) the undersigned Attorney-in-Fact has no knowledge or notice of termination or revocation of said Power of Attorney and that it remains in full force and effect.

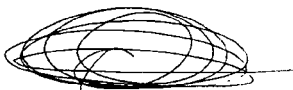


Printed Name: Robert Kaltenbach, Senior Manager
of Ocwen Loan Servicing, LLC, as Attorney-in-Fact

Sworn or affirmed and subscribed to before me, this same date as immediately hereinabove acknowledged, by the said authorizing officer of Ocwen Loan Servicing, LLC as Attorney-in-Fact for U.S. BANK NATIONAL ASSOCIATION, as Trustee under Pooling and Servicing Agreement dated as of December 1, 2006 MASTR Asset-Backed Securities Trust 2006-HE5 Mortgage Pass-Through Certificates, Series 2006-HE5, who is personally known to me or who produced the same identification as immediately hereinabove noted in the acknowledgment.



(Notarial Seal)



Notary Public

Christine Figueroa
Printed Name
My Commission Expires: 8/25/2013

EXHIBIT "A"

AM1101-FL-128442

LOT 8, IN BLOCK K, OF VILLA RICA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK 5, PAGE 37, OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA.

Parcel ID No.: 31-37-25-038000K00-80

CFN # 109573819, OR BK 47364 Page 927, Page 1 of 4, Recorded 09/09/2010 at 02:43 PM, Broward County Commission, Deputy Clerk 2160

4 RECORDING REQUESTED BY:

2120

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

U.S. Bank National Association ("U.S. Bank"), a national banking association organized and existing under the laws of the United States of America, 60 Livingston Ave, 3rd Floor, St. Paul, MN 55107 hereby constitutes and appoints Ocwen Loan Servicing LLC, and in its name, aforesaid Attorney-In-Fact if such documents are required or permitted under the terms of the "Agreements" listed on the attached Exhibit A, by and through any officers appointed by the Board of Directors of Ocwen Loan Servicing LLC, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in items (1) through (4) below; provided however, that the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements and no power is granted hereunder to take any action that would be adverse to the interests of the Trustee or the Holders. This Power of Attorney is being issued in connection with Ocwen Loan Servicing LLC's responsibilities to service certain mortgage loans (the "Loans") held by U.S. Bank in its capacity as Trustee. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt and other forms of Security Instruments (collectively the "Security Instruments") and the Notes secured thereby.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by U.S. Bank National Association, and to use or take any lawful means for recovery by legal process or otherwise.
2. Transact business of any kind regarding the Loans, and obtain an interest therein and/or buildings thereon, as U.S. Bank National Association's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the property and/or to secure payment of a promissory note or performance of any obligation or agreement.
3. Execute bonds, notes, mortgages, deeds of trust and other contracts, agreements (including subordination agreements) and instruments regarding the Borrowers and/or the Property, including but not limited to the execution of releases, satisfactions, assignments, and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of U.S. Bank National Association.
4. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.

Witness my hand and seal this 11th day of January, 2007.

(SEAL) NO CORPORATE SEAL

Witness:

Susan Burdick
Name: Susan Burdick, Trust Officer
Krista Frideres
Name: Krista Frideres, Trust Officer

U.S. Bank National Association, as Trustee

Shannon M. Rantz
Name: Shannon M. Rantz
Title: Vice President

FOR CORPORATE ACKNOWLEDGMENT

STATE OF MINNESOTA)ss
COUNTY OF RAMSEY)

On this 11th day of January, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Shannon M. Rantz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President, of the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Tiffany M. Jeanson
Signature: Tiffany M. Jeanson

(NOTARY SEAL)



My commission expires: January 31st, 2009

4

EXHIBIT A

1. Pooling and Servicing Agreement dated as of August 1, 2006 MASTR Asset-Backed Securities Trust 2006 HE3 Mortgage Pass-Through Certificates, Series 2006-HE3
2. Pooling and Servicing Agreement dated as of March 1, 2006 MASTR Asset-Backed Securities Trust 2006 WMC1 Mortgage Pass-Through Certificates, Series 2006-WMC1
3. Securitization Servicing Agreement dated as of February 1, 2007 Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC2
4. Pooling and Servicing Agreement dated as of August 1, 2007 MASTR Asset-Backed Securities Trust 2007-HE2 Mortgage Pass-Through Certificates, Series 2007-HE2
5. Pooling and Servicing Agreement dated as of December 1, 2004 MASTR Asset-Backed Securities Trust 2004-WMC3 Mortgage Pass-Through Certificates, Series 2004-WMC3
6. Pooling and Servicing Agreement dated as of December 1, 2006 MASTR Asset-Backed Securities Trust 2006-HE5 Mortgage Pass-Through Certificates, Series 2006-HE5
7. Pooling and Servicing Agreement dated as of December 1, 2006 MASTR Asset-Backed Securities Trust 2006-NC3 Mortgage Pass-Through Certificates, Series 2006-NC3
8. Pooling and Servicing Agreement dated as of January 1, 2005 Bear Stearns Asset-Backed Securities I LLC, BSABS 2005-AC1
9. Pooling and Servicing Agreement dated as of July 1, 2004 Bear Stearns Asset-Backed Securities I LLC, BSABS 2004-AC4
10. Pooling and Servicing Agreement dated as of July 1, 2004 MASTR Asset-Backed Securities Trust 2004-FRE1 Mortgage Pass-Through Certificates, Series 2004-FRE1
11. Pooling and Servicing Agreement dated as of July 1, 2004 MASTR Asset-Backed Securities Trust 2004-WMC2 Mortgage Pass-Through Certificates, Series 2004-WMC2
12. Pooling and Servicing Agreement dated as of March 1, 2004 MASTR Asset-Backed Securities Trust 2004-WMC1 Mortgage Pass-Through Certificates, Series 2004-WMC1
13. Pooling and Servicing agreement dated as of March 1, 2006 Asset-Backed Securities Corporation Home Equity Loan Trust, Series NC 2006-HE2 Asset-Backed Pass-Through Certificates, Series NC 2006-HE2
14. Pooling and Servicing Agreement dated as of May 1, 2007 MASTR Asset-Backed Securities Trust 2007-HE1 Mortgage Pass-Through Certificates, Series 2007-HE1
15. Pooling and Servicing Agreement dated as of November 1, 2005 MASTR Asset-Backed Securities Trust 2005-FRE1 Mortgage Pass-Through Certificates, Series 2005-FRE1

CFN # 109573819, OR BK 47364 PG 929, Page 3 of 4

16. Pooling and Servicing Agreement dated as of November 1, 2006 MASTR Asset-Backed Securities, Trust 2006-HE4 Mortgage Pass-Through Certificates, Series 2006-HE4
17. Pooling and Servicing Agreement dated as of September 1, 2004 MASTR Asset-Backed Securities Trust 2004-HE1 Mortgage Pass-Through Certificates, Series 2004-HE1
18. Pooling and Servicing Agreement dated as of September 1, 2005 Asset-Backed Pass-Through Certificates, Series 2005-HE3
19. Pooling and Servicing Agreement dated as of September 1, 2005 Wachovia Mortgage Loan Trust Mortgage Loan Asset-Backed Certificates, Series 2005-WMC1
20. Pooling and Servicing Agreement dated as of September 1, 2006 MASTR Asset-Backed Securities Trust 2006-NC2 Mortgage Pass-Through Certificates, Series 2006-NC2
21. Securitization Servicing Agreement dated as of April 1, 2007 Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-EQ1
22. Securitization Servicing Agreement dated as of August 1, 2006 Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC2
23. Securitization Servicing Agreement dated as of August 1, 2006 Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-W1
24. Securitization Servicing Agreement dated as of December 1, 2005, Structured Asset Investment Loan Trust Mortgage Pass-Through Certificates, Series 2005-11
25. Securitization Servicing Agreement dated as of December 1, 2007 Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC4
26. Securitization Servicing Agreement dated as of June 1, 2006 Structured Asset Securities Corporation Structured Asset Investment Loan Trust Mortgage Pass-Through Certificates, Series 2006-3
27. Securitization Servicing Agreement dated as of June 1, 2006 Structured Asset Securities Corporation Structured Asset Investment Loan Trust Mortgage Pass-Through Certificates, Series 2006-4
28. Securitization Servicing Agreement dated as of November 1, 2005 Structured Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-AR1
29. Securitization Servicing Agreement dated as of November 1, 2006 Structured Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-BC5
30. Securitization Servicing Agreement dated as of October 1, 2005, Structured Asset Securities Corporation, Structured Asset Investment Loan Trust Mortgage Pass-Through Certificates, Series 2005-9
31. Securitization Servicing Agreement dated as of October 1, 2006 Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC3

CFN # 109573819, OR BK 47364 PG 930, Page 4 of 4

32. Pooling and Servicing Agreement dated as of January 1, 2004 Asset-Backed Securities Corporation Home Equity Loan Trust 2004-HE1 Asset-Backed Pass-Through Certificates, Series 2004-HE1
33. Pooling and Servicing Agreement dated as of May 1, 2005 Asset-Backed Pass-Through Certificates, Series 2005-HE1
34. Securitization Servicing Agreement dated as of August 1, 2005 Structured Asset Securities Corporation, Structured Asset Investment Loan Trust Mortgage Pass-Through Certificates, Series 2005-HE3
35. Securitization Servicing Agreement dated as of July 1, 2005 Structured Asset Securities Corporation Structured Asset Investment Loan Trust Mortgage Pass-Through Certificates, Series 2005-7
36. Securitization Servicing Agreement dated as of July 1, 2005 Structured Asset Securities Corporation, Structured Asset Investment Loan Trust Mortgage Pass-Through Certificates, Series 2005-HE1
37. Securitization Servicing Agreement dated as of July 1, 2005 Structured Asset Securities Corporation, Structured Asset Investment Loan Trust Mortgage Pass-Through Certificates, Series 2005-HE2
38. Securitization Servicing Agreement dated as of October 1, 2004 Structured Asset Securities Corporation Fremont Home Loan Trust Mortgage Pass-Through Certificates, Series 2004-3
39. Servicing Agreement dated as of September 1, 2005 Structured Asset Securities Corporation, Structured Asset Investment Loan Trust Mortgage Pass-Through Certificates, Series 2005-8
40. Securitization Servicing Agreement dated as of April 1, 2006 Structured Asset Securities Corporation Structured Asset Investment Loan Trust Mortgage Pass-Through Certificates, Series 2006-BC1
41. Securitization Servicing Agreement dated as of February 1, 2006 Structured Asset Securities Corporation Structured Asset Investment Loan Trust Mortgage Pass-Through Certificates, Series 2006-BNC1
42. Securitization Servicing Agreement dated as of March 1, 2006 Structured Asset Securities Corporation Structured Asset Investment Loan Trust Mortgage Pass-Through Certificates, Series 2006-2
43. POOLING AND SERVICING AGREEMENT Dated as of July 1, 2007 MASTR ADJUSTABLE RATE MORTGAGES TRUST 2007-HF2 MORTGAGE PASS-THROUGH CERTIFICATES, Series 2007-HF2



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 31 day of Mar. 2011 Bertha Henry, County Administrator.

By Bertha Henry
Deputy Clerk

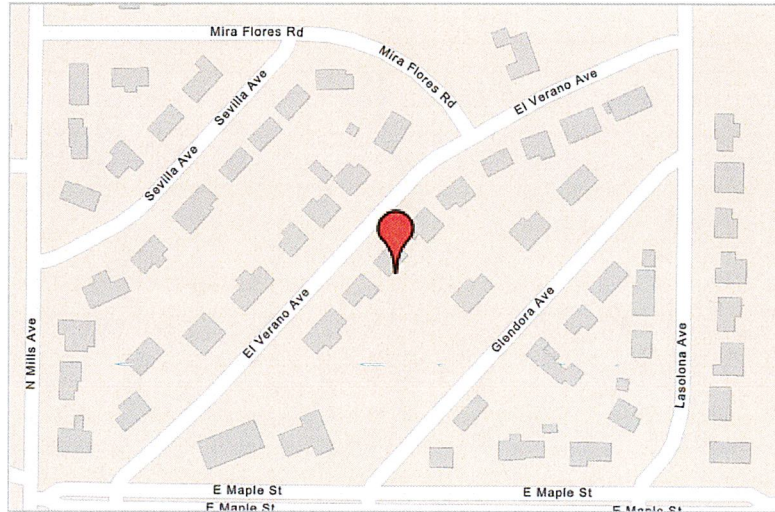
Customer Information

Name: Alison Shuman Building
Department
Address: 201 East oak St., Suite 204
Arcadia, FL 34266

Phone: (863) 993-4811
Alt. Phone: (863) 993-4811
Email: building@desotobocc.com

Request Classification

Topic: Expired Building Permit
Status: Closed
Assigned to: Thomas Turnbull
Property Address: 46 El Verano Ave
Request type: Complaint
Priority: Normal
Entered Via: Email



Time of Day:
Property APN:
Property APN: 31-37-25-0380-00K0-0080
Retention Disposition Date
Date File Scanned into DocuShare:

Description

PERMIT EXPIRED #BLDR-21320-2024. Building (Residential) - Roof.

Reason Closed

Turn into a code case, number CE 24-0937

Date Expect Closed: 11/22/2024

Date Closed: 11/08/2024 11:59 AM **By:** Thomas Turnbull

Enter Field Notes Below

Notes:

Sec. 20-1342. - Development permit required prior to undertake any development activity.

Development is the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. No development activity shall be undertaken unless authorized by a development order or development permit.

(LDR, § 12002; Ord. No. 2012-01, § 12002, 5-22-2012)

**AMENDMENT TO
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ARCADIA
AND
DESOTO COUNTY
FOR
BUILDING OFFICIAL PROGRAM**

THIS AMENDMENT TO THE INTERLOCAL AGREEMENT (hereinafter referred to as the "Amendment") is entered into by and between the **CITY OF ARCADIA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "City") and **DESOTO COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County") (hereinafter the City and the County collectively referred to as the "Parties").

RECITALS

WHEREAS, the County and the City have common home rule powers to enforce building codes, contractor licensing and related ordinances; and

WHEREAS, the City, by Ordinance, is required to designate a "Building Official"; and

WHEREAS, by Interlocal Agreement dated August 2, 2011, recorded as Instrument No. 201114016244 in the Official Records of DeSoto County (hereinafter referred to as the "Interlocal Agreement"), the City has designated the County's Building Official as the Building Official for the City; and

WHEREAS, the City wants to expand the services provided to the City by the County's Building Official to include enforcement of expired permit violations within the incorporated City limits; and

WHEREAS, the County agrees to provide these additional services under the terms and conditions set forth herein; and

WHEREAS, this Agreement is authorized under Section 163.01, Florida Statutes; and

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual undertakings and covenants contained herein and assumed, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the City and County agree as follows:

Section 1. Sections 2 and 3 of the Interlocal Agreement are amended to read as follows:

Section 2 – PERMITTING –

- (a) The Building Official is authorized to receive applications for building and construction permits throughout the incorporated and unincorporated areas of DeSoto County, and to determine permit compliance with applicable City and County ordinances and codes. City building and construction ordinances shall apply in the incorporated areas, and the County's building and construction ordinances shall apply in the unincorporated areas of DeSoto County. If in the opinion of the Building Official, a provision of the City building or construction ordinance is not in compliance with the Florida Building Code, then the Building Official shall utilize the applicable County ordinance, or refer matters relating thereto to the City for disposition and handling. This may include citations issued under the County's Demolition of Dilapidated Structures ordinance. However, the City shall be responsible for enforcement of citations issued under the County's Demolition of Dilapidated Structures ordinance for structures within the incorporated City limits.
- (b) The Building Official shall assist the City as necessary and upon request to enforce City ordinances concerning nuisances.
- (c) Shed and sign applications in the incorporated areas requiring structural and/or electrical permitting, and demolition permits in incorporated areas shall be handled by the Building Official in accordance with County permitting and enforcement requirements.
- (d) The Building Official shall be responsible for enforcing expired permit violations for the City within its incorporated areas and for the County within its unincorporated areas in accordance with the County's special master hearing process.

Section 3 – FUNDING –

- (a) Funding for the services of the Building Official on behalf of the City under this Agreement shall be from building permit fees, plan review fees, contractor licensing fees, and fees, penalties and award of costs derived from related enforcement actions, including expired permit violations, handled by the Building Official. Building permit fees shall be waived for City owned projects which are 100% City funded. Any fees collected by the Building Official under this Agreement are separate from fees collected by the City. The Building Official shall deposit and remit to the County all fees collected under this Agreement.
- (b) The County may revise and amend its fee schedule on an annual or more frequent basis. However, if the City Council objects to the imposition of any new or increased fees on any permit issued or to be issued by the City, the City may immediately

terminate this Agreement. Unless the City Council provides notice of termination, new or increased fees adopted by the County shall apply to permit issued or to be issued in the City under this Agreement.

Section 2 – The Interlocal Agreement remains in effect in accordance with its terms, except as specifically amended herein.

IN WITNESS WHEREOF, the Parties hereto have caused their respective representatives to execute this instrument on their behalf, on the dates set forth below.

CITY OF ARCADIA, FLORIDA

By: Alice Frierson
Alice Frierson, Mayor

Dated: November 6, 2014

ATTEST:

Perry Delaney
City Clerk

Approved as to Form and Correctness:

Thomas J. Wohl
Thomas J. Wohl, City Attorney

DESOTO COUNTY, FLORIDA

By Elton A. Langford
Elton A. Langford, Chairman

Dated: Nov 10, 2014

ATTEST:

Mandy J. Hines
Mandy J. Hines, County Administrator

Approved as to Form and Correctness:

Donald D. Conn
Donald D. Conn, County Attorney

July 10, 2011

Inst:201114016244 Date:8/26/2011 Time:2:33 PM
km DC,Mitzie McGavic,Desoto County Page 1 of 6

INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF ARCADIA

AND

DESOTO COUNTY

FOR

BUILDING OFFICIAL PROGRAM

ORIGINAL

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ARCADIA
AND
DESOTO COUNTY
FOR
BUILDING OFFICIAL PROGRAM**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is entered into by and between the **CITY OF ARCADIA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "City") and **DESOTO COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County") (hereinafter the City and the County collectively referred to as the "Parties").

RECITALS

WHEREAS, the County and the City have common home rule powers to enforce building codes, contractor licensing and related ordinances; and

WHEREAS, the City, by Ordinance, is required to designate a "Building Official"; and

WHEREAS, the City desires to enter into this Agreement with the County for said services and for the designation of the County's Building Official as the Building Official for the City; and

WHEREAS, the County agrees to provide these services under the terms and conditions set forth herein; and

WHEREAS, this Agreement is authorized under Section 163.01, Florida Statutes; and

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual undertakings and covenants contained herein and assumed, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the City and County agree as follows:

Section 1 – BUILDING OFFICIAL – The County and the City agree that the DeSoto County "Building Official" will be the designated "Building Official" for the City with all of the rights, duties and responsibilities conferred by ordinance and codes of the City. Nothing in this Agreement affects the Building Official's rights, duties and responsibilities under County ordinances and codes, or Chapter 468, Part XII, and Chapter 553, Florida Statutes.

Section 2 – PERMITTING –

(a) The Building Official is authorized to receive applications for building and construction permits throughout the incorporated and unincorporated areas of DeSoto County, and to determine permit compliance with applicable City and County ordinances and codes. City building and construction ordinances shall apply in the incorporated areas, and the County's building and construction ordinances shall apply in the unincorporated areas of DeSoto County. If in the opinion of the Building Official, a provision of the City building or construction ordinance is not in compliance with the Florida Building Code, then the Building Official shall utilize the applicable County ordinance, or refer matters relating thereto to the City for disposition and handling. This may include citations issued under the County's Demolition of Dilapidated Structures ordinance. However, the City shall be responsible for enforcement of citations issued under the County's Demolition of Dilapidated Structures ordinance for structures within the incorporated City limits.

(b) The Building Official shall assist the City as necessary and upon request to enforce City ordinances concerning nuisances.

(c) Shed and sign applications in the incorporated areas requiring structural and/or electrical permitting, and demolition permits in incorporated areas shall be handled by the Building Official in accordance with County permitting and enforcement requirements.

Section 3 – FUNDING –

(a) Funding for the services of the Building Official on behalf of the City under this Agreement shall be from building permit fees, plan review fees, contractor licensing fees and fees derived from related enforcement actions handled by the Building Official. Building permit fees shall be waived for City owned projects which are 100% City funded. Any fees collected by the Building Official under this Agreement are separate from fees collected by the City. The Building Official shall deposit and remit to the County all fees collected under this Agreement.

(b) The County may revise and amend its fee schedule on an annual or more frequent basis. However, if the City Council objects to the imposition of any new or increased fees on any permit issued or to be issued in the City, the City may immediately terminate this Agreement. Unless the City Council provides notice of termination, new or increased fees adopted by the County shall apply to permits issued or to be issued in the City under this Agreement.

Section 4 – TERM – The term of this Agreement shall be for a period of five (5) years, commencing on the date the last Party executes this Agreement, as shown below. Thereafter, it shall automatically renew for successive one (1) year periods. With the exception of immediate termination under the provisions of Section 3(b) hereof, either Party may terminate this Agreement at any time by providing ninety (90) days written notice to the other Party.

Section 5 – HOLD HARMLESS – Each Party to this Agreement shall hold the other harmless for actions taken by the Building Official under the terms of this Agreement.

Section 6 – SEVERABILITY – The provisions of this Agreement are not severable, and if any

provision of this Agreement is held to be unconstitutional or invalid for any reason by a court of competent jurisdiction, this Agreement shall be deemed to be null and void and of no further effect on the Parties.

Section 7 – NOTICE - All notices required hereunder shall be deemed properly delivered when and if personally delivered, or if sent by (a) telegram, (b) telecopy, (c) Federal Express (or a comparable express delivery system), or (d) mailed by registered or certified mail, return receipt requested, postage prepaid, to the Parties as set forth below (notices being deemed given when so deposited in the U.S. Mail):

As to the City: City Administrator
 City of Arcadia
 121 W. Hickory Street
 Arcadia, Florida 34266

As to the County County Administrator
 DeSoto County
 201 E. Oak Street, Ste. 201
 Arcadia, Florida 34266

The Parties hereto may change the person or persons to whom notice is to be delivered by giving notice to the other Party in the manner provided in this Section.

Section 8 – RECORDING – In accordance with Chapter 163.01, the County shall cause this fully executed Agreement to be recorded, at its sole expense, in the Public Records of Desoto County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have caused their respective representatives to execute this instrument on their behalf, on the dates set forth below.

CITY OF ARCADIA, FLORIDA

By:

Mayor

Dated:

8/2/11

ATTEST:

City Administrator and Clerk

Approved as to Form and Correctness:

City Attorney

DESOTO COUNTY, FLORIDA

By Ronald P. Neely
Chairman

Dated: 3/2/11

ATTEST:

C. S. May
County Administrator

Approved as to Form and Correctness:

P. MacRae
County Attorney



COUNTY DEVELOPMENT DEPARTMENT

DESOTO COUNTY

201 East Oak Street, Suite 204

Arcadia, Florida 34266

Telephone (863)491-6165

Fax (863)491-6163



NOTICE to CORRECT VIOLATION

ANGELES-MONROY HERIBERTO

46 EL VERANO AVE

ARCADIA, FL 34266

RE: 46 EL VERANO AVE

PIN #: 31-37-25-0380-00K0-0080

Case No: CE-24-0937

Date: December 11, 2024

Please be advised that this letter serves as notice that your property was visited due to a complaint or as a result of a routine area patrol and was found to be in violation of the below listed Ordinance(s):

LDR Sec. 20-1342 Expired Building Permit (Development permit required): It has been reported that an building permit has expied without having been completed and inspected by the County.

Facts constituting violation (including date, time, and place of violation): On **December 9, 2024** at **9:34 am**, the property located at **46 EL VERANO AVE** was visited and revealed the following:

The building permit number BLDR-21320-2024 has expired. Need to renew and final the permit.

You must correct the violation(s) by taking the appropriate steps.

Contact the Desoto County Building department at (863) 993-4811 and renew your permit. Once the permit has been renewed obtain a Certificate of Completion by passing all required inspections prior to expiration of that permit **Due by: December 23, 2024**

Failure to correct the violation(s) may result in a citation being issued to you for a civil infraction which would be heard by a county court judge or violations as alleged in this notice to correct may be heard by a Special Magistrate. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the Special Magistrate if the violation has been corrected prior to the Hearing.

If found to be in violation, a fine may be imposed of up to \$250.00 per day per violation for a first time violator, and up to \$500.00 per day per violation for a repeat violation.

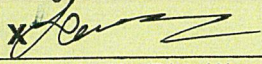
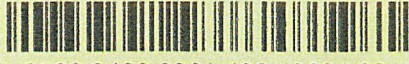
If you feel that you are not in violation, you may submit a request in writing to this department for a hearing before the Special Magistrate. If, as a result of the hearing, it is determined that your property is not in violation, case cost would not be assessed.

If you have any questions concerning this matter, please contact Code Enforcement at 201 East Oak Street, Suite 204, Arcadia, FL 34266, Telephone number (863) 491-6165 or (863) 993-4806.

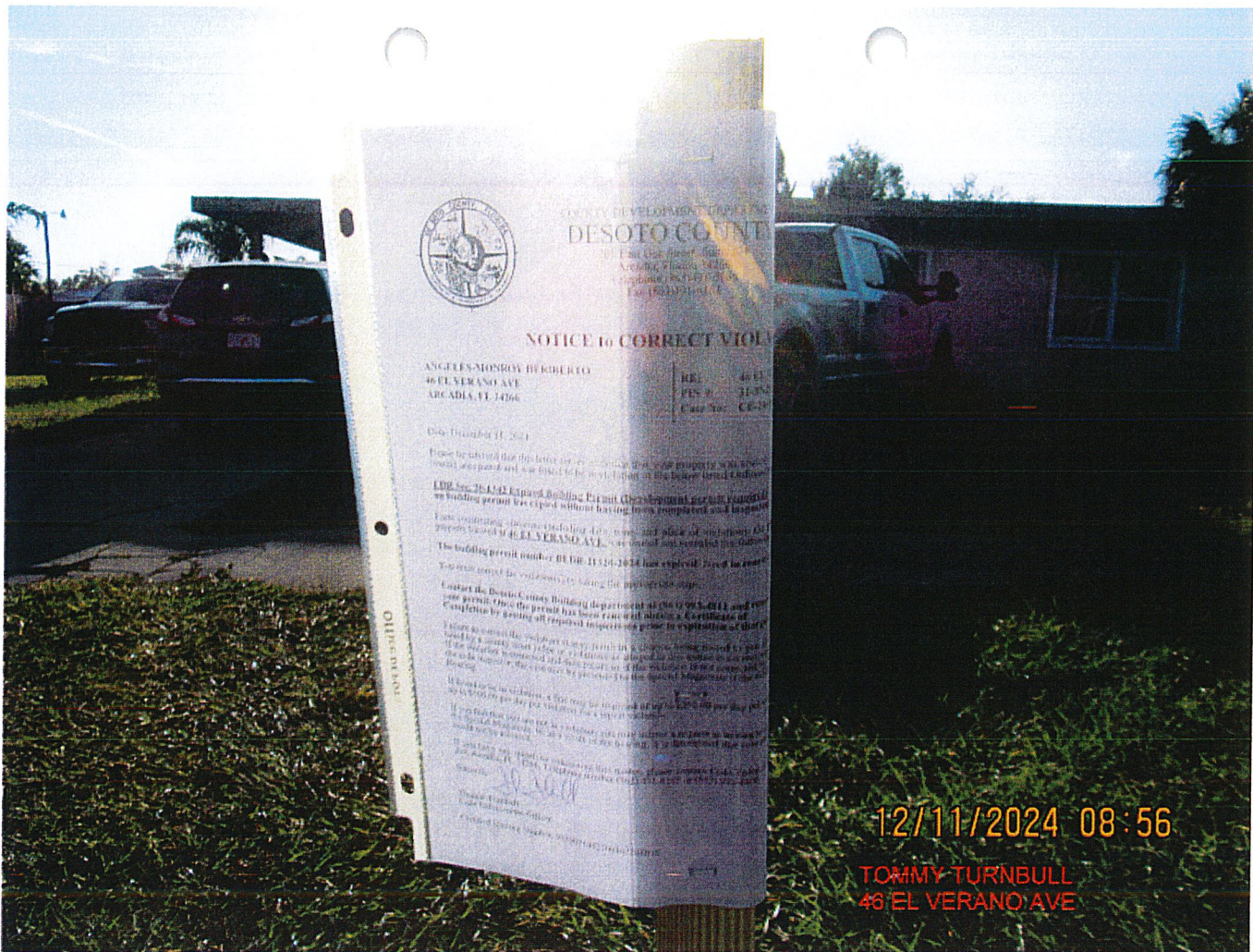
Sincerely

Thomas Turnbull
Code Enforcement Officer

Certified Mailing Number: 9589071052700462268038

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature  ☐ Agent ☐ Addressee	
1. Article Addressed to: ANGELES-MONROY HERIBERTO 46 EL VERANO AVE ARCADIA, FL 34266		B. Received by (Printed Name)	C. Date of Delivery 12-13-24
2. Article Number (Transfer from service label) 9589 0710 5270 0462 2680 38		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
 9590 9402 8961 4064 9634 99		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Mail Restricted Delivery (00)	
		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☒ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

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 \$ 4.85	
Extra Services & Fees (check box, add fees as appropriate) ☒ Return Receipt (hardcopy) \$ ☐ Return Receipt (electronic) \$ ☐ Certified Mail Restricted Delivery \$ ☐ Adult Signature Required \$ ☐ Adult Signature Restricted Delivery \$	
Postage \$.69	
Total Postage and Fees \$ 5.54	
ANGELES-MONROY HERIBERTO 46 EL VERANO AVE ARCADIA, FL 34266	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	



12/11/2024 08:56

TOMMY TURNBULL
46 EL VERANO AVE



12/11/2024 08:56

TOMMY TURNBULL
46 EL VERANO AVE



09/03/2025 08:46

TOMMY TURNBULL
46 EL VERANO AVE



02/10/2025 10:31

TOMMY TURNBULL
46 EL VERANO AVE



12/09/2024 09:34

TOMMY TURNBULL
46 EL VERANO AVE



BLDR-21320-2024 (46 EL VERANO AVE ARCADIA, FL 34266) Active holds



Summary

Details

Location

Additional Info

Workflow

Linked Records

Holds (1)

Contacts (1)

Fees (7)

Bonds

Activities (7)

Files (18)

Print Documents

Conditions

Tasks

Internal Notes (1)

Inspection Cases

Communication

Review Team

Impact Units

History

BLDR-21320-2024 • Building (Residential)

Location	Project	Apply Date	Work Class	Permit Status
46 EL VERANO AVE ARCADIA, FL 34266		05/10/2024	Roof	Expired

\$ 0.00

Pay fees

Recent Workflow Activity

Workflow Completion Summ

HA

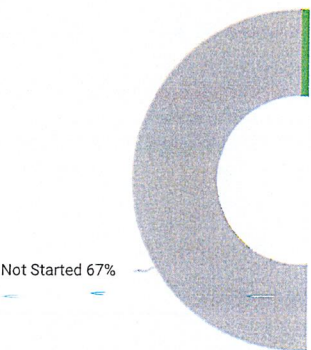
ANGELES, HERIBER
ID-000013358

- Last Completed Action: 259 days ago
- Roof Dry In (Inspection)**
Scheduled For: 12/18/2024
Assigned To: Michael LaBarre
Status: Re-inspection required
Completed On: 12/18/2024

- Next Action:
- Roof Dry In v.2 (Inspection)**

- Next Action:
- Roof in Progress (Inspection)**

- Next Action:
- Roof Final (Inspection)**



- Owner Owner/Builder
- Mobile Phone
(863) 990-3547
 - Email
edangeles82@gmail.com
 - Main Address
46 EL VERANO AVE
ARCADIA, FL 34266
 - Title

Tasks

Permit Description

REPLACING ROOF (SHINGLE TO METAL)



No tasks to display



DeSoto County BOCC
Development Department
Building
201 E. Oak St., Suite 204
Arcadia, FL 34266

Permit

Permit NO.: BLDR-21320-2024

Permit Type: Building (Residential)

Work Classification: Roof

Permit Status: Issued

Issue Date: 05/10/2024

Expiration: 02/06/2024

02/06/2025

Location Address

Parcel Number

46 EL VERANO AVE, ARCADIA, FL 34266

31-37-25-0380-00K0-0080

Contacts

HERIBERTO ANGELES

Owner/Builder

46 EL VERANO AVE, ARCADIA, FL 34266

(863)990-3547

edangeles82@gmail.com

HERIBERTO ANGELES

Owner

46 EL VERANO AVE, ARCADIA, FL 34266

(863)990-3547

edangeles82@gmail.com

Description: REPLACING ROOF (SHINGLE TO METAL)

Valuation: \$10,000.00

Total Sq Feet: 0.00

Inspection Requests:

(863) 993-4811

Fees	Amount
Extension Request	\$32.00
Notary Fee (Building)*	\$5.00
Roofing Permit (Residential)	\$109.00
Surcharge Fee	\$4.00
Surcharge Fee	\$4.00
Total:	\$154.00

Payments	Amt Paid
Total Fees	\$154.00
Cash	\$118.00
Cash	\$36.00
Amount Due:	\$0.00

Inspections:

Inspection Type

Roof Dry In

Roof in Progress

Roof Final

NOTICE

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

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

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION. I UNDERSTAND THAT ALL JUNK & DEBRIS OF ANY KIND MUST BE REMOVED FROM THE PROPERTY PRIOR TO THE FINAL INSPECTION, OR A CERTIFICATE OF COMPLETION / CERTIFICATE OF OCCUPANCY (CO) WILL NOT BE ISSUED.

Additional Information

Elevation Certificate: N/A

Jacqueline Douglas

Issued By:

Signature of Owner or Authorized Agent

May 10, 2024

Date

DEC 13 2024

Date