

**SUMTER COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA ITEM**

**SUBJECT:** Approval for Waiver of Staff Costs for Fred III and Karen Claridge

- Work Session (Report Only)
- Regular Meeting
- Special Meeting

**DATE:** June 22, 2010

**BUDGET IMPACT:**

- Annual
- Capital
- N/A

**FUNDING SOURCE:** \_\_\_\_\_

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

---

**COUNTY ACTION REQUESTED ON:** Approval for Waiver of Staff Costs for Fred III and Karen Claridge

---

**HISTORY/FACTS/ISSUES:**

Mr. and Mrs. Claridge acquired title to the property referenced below on 10/9/09; however, a code case was already in effect and all Notices of Violation and Notices of Hearing regarding the Special Master Hearing held on 9/24/09 were mailed to the current owner at that time. This case never got to the point of a lien being filed; therefore, there would have been no way of Mr. and Mrs. Claridge knowing about the costs due until they received the affidavit of non-compliance, which is what prompted them to bring the property into compliance and request the costs be waived. Once Mr. and Mrs. Claridge were notified of the cited violations and the Special Master's Order, action was taken to bring the property into compliance. The property was found in compliance on 6/4/2010; however, Mr. and Mrs. Claridge do not feel they should be held responsible for the payment of the ordered staff costs in the amount of \$311.06.

Staff requests the Board waive the ordered staff costs in the amount of \$311.06 due to the current owners not being the owners of record at the time the violations were cited and the code case was presented at the Special Master Hearing.  
(see attached documentation)

Name and Property Address-- Fred III and Karen Claridge  
2912 CR 675, Webster, FL 33597

Parcel # - S07=072

Special Master Hearing Date-September 24, 2009

Date of Compliance-June 4, 2010

Total Costs Paid-\$0

Total Costs Due - \$311.06

---

**DEPARTMENT RECOMMENDATION:** Approval for Waiver of Staff Costs for Fred III and Karen Claridge

**DEPARTMENT HEAD SIGNATURE** \_\_\_\_\_

**DIVISION RECOMMENDATION:**

Approval for Waiver of Staff Costs for Fred III and Karen Claridge

**DIVISION DIRECTOR SIGNATURE:** \_\_\_\_\_

**COUNTY ADMINISTRATOR RECOMMENDED ACTION:**

**ACTION TAKEN BY THE BOARD:**

**DATE:**

To Whom it May Concern,

My name is Karen Claridge. Recently my husband, Fred and myself acquired the property back (at 2012 CR 675) from Windell Rowell. It was in very poor condition. We reside in Tennessee and were not aware that Mr. Rowell had let the property get so bad. We were in Florida for a few weeks working on the property to try and clean it up. Progress is slow since my husband is 70 and myself 63 and on a fixed income. We had to give our home in Florida to our daughter because we could not afford to live there anymore. So hiring someone to clean up the property is not an option. We are barely making it now. My son-in-law brought his tractor out to the property to try and mow it but got two flat tires due to the abundance of glass throw all over. We are presently in Tenn. But will be returning next week to continue cleaning up the property. This was once a beautiful piece of property and we are hoping to get it back to that but it will take time. My husband had his hip replaced, so he can only work a few hours at a time.

My husband and I are living in a fifth wheel in Tennessee and are struggling to make ends meet. My question is, would it be possible to waive the penalties that have been put on the property due to Mr. Rowell's negligent since we are not financial able to pay them and Mr. Rowell, of course will not pay them. If you need to check our financial state, please feel free to do so. We will give you any information you need. We are appalled that anyone would do this to a piece of property.

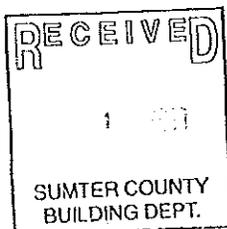
We would appreciate your consideration in this matter. Thank you for your attention.

Sincerely,

Karen C Claridge

This is a copy of the letter I send back  
10 Sept(?).

Thank you  
Karen Claridge  
File # CE2009-0341



Rec 27.00  
Doc 52.50  
79.50

\$7500.00  
Prepared by and return to:  
Jonathan L. Auvil, Esq.  
Johnson, Auvil, Brock & Wilson, P.A.  
37837 Meridian Avenue Suite 100  
Dade City, FL 33523  
352-567-1241  
File Number: 09-08-57JL

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
10/22/2009 12:28:22PM  
PAGE 1 OF 3  
D-2127 P-431  
DEED  
DCC 102 60  
[REDACTED] 8

(Space Above This Line For Recording Data)

### Warranty Deed in Lieu of Foreclosure

This Warranty Deed made this 9 day of October, 2009, between Winten Randall Rowell and Valarie Ann Rowell, husband and wife, whose post office address is 2912 CR 675, Webster, FL 33597, grantor, and

Fred Claridge, III and Karen Claridge, husband and wife, whose post office address is 16843 Sweetwater Road, Dale City, FL 33523, grantees:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Sumter County, Florida to-wit:

SEE EXHIBIT "A" ATTACHED HERETO & MADE A PART HEREOF FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

Parcel Identification Number: S07-072

THIS DEED IS GIVEN IN LIEU OF FORECLOSURE AND IS AN ABSOLUTE CONVEYANCE AND IS NOT GIVEN OR INTENDED AS SECURITY OR ADDITIONAL SECURITY OR COLLATERAL OF ANY KIND WHATSOEVER. IT IS THE EXPRESS INTENT OF BOTH THE GRANTORS AND THE GRANTEEES HEREIN THAT THE LEGAL ESTATE ACQUIRED BY THE GRANTEEES PURSUANT TO THE CONVEYANCE BY THIS DEED SHALL NOT BE MERGED WITH THE EQUITABLE ESTATE IN THE SUBJECT PROPERTY OWNED BY FRED CLARIDGE, III AND KAREN CLARIDGE, HUSBAND AND WIFE, GRANTEEES, BY VIRTUE OF THAT CERTAIN MORTGAGE DATED JANUARY 13, 2003, AND RECORDED IN OFFICIAL RECORD BOOK 1037, PAGE 112, AND ASSUMED IN AGREEMENT FOR ASSUMPTION OF THE MORTGAGE DATED AUGUST 17, 2003, AND RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 695, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. THE GRANTEEES HEREBY SHALL TAKE THE PROPERTY CONVEYED HEREBY SUBJECT TO SAID MORTGAGE. GRANTEEES ACKNOWLEDGE THAT GRANTORS, AS MORTGAGORS, UPON ACCEPTANCE OF THIS DEED BY GRANTEEES, ARE NOT PERSONALLY LIABLE TO PAY THE NOTE SECURED BY THE AFORESAID MORTGAGE, AND THAT GRANTEEES SHALL NOT SEEK ANY PERSONAL OR DEFICIENCY JUDGMENT ON THE NOTE SECURED BY SAID MORTGAGE.

I hereby certify that I prepared this instrument from information given to me by the parties hereto I have made no examination as to the marketability of the title and, therefore, assume no responsibility for the accuracy of description or condition of title.

*Jonathan L. Auvil Esq.*  
Jonathan L. Auvil, Esq.  
Johnson, Auvil, Brock & Wilson, P.A.

DoubleTimes

R7 Corin Hall  
PO Box 968 Dale City, FL 33524

SUNTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
10/22/2009 12:28:22PM  
DEED  
DOC 162.00  
PAGE 2 OF 3  
B-2127 P-432

Together with all 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 hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2008, zoning and/or restrictions imposed by governmental authority, and easements, restrictions and reservations of record, if any, however this reference shall not serve to reimpose same.

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

Signed, sealed and delivered in our presence:

*[Signature]*  
Witness Name: *[Signature]*  
*[Signature]*  
Witness Name: *Josephine Lee Larkin*  
(Witnesses as to both)

*[Signature]*  
Winton Randall Rowell  
*[Signature]*  
Valarie Ann Rowell

State of Florida  
County of Sumter

The foregoing instrument was acknowledged before me this 9 day of October, 2009 by Winton Randall Rowell and Valarie Ann Rowell, husband and wife, who  are personally known or  have produced a driver's license as identification.

**UNOFFICIAL**  
[Notary Seal] Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
**COPY**

JOSEPHINE LEE LARKIN  
MY COMMISSION # DD406400  
EXPIRES July 17, 2011  
www.flcourts.com

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
10/22/2009 12:28:22PM  
DEED  
DEC 14 11 44  
PAGE 3 OF 3  
B-2127 P-433

Fund File No. 44-2009-0297

**EXHIBIT "A"**

**Parcel 1:**

The West 213 feet of the East 686.75 feet of the West ¼ of the South ½ of the Southwest ¼ of the Northwest ¼ of Section 7, Township 22 South, Range 22 East, Sumter County, Florida, LESS the South 255 feet thereof.

**Parcel 2:**

The West ¼ of the South ½ of the Southwest ¼ of the Northwest ¼ of Section 7, Township 22 South, Range 22 East, Sumter County, Florida; LESS AND EXCEPT the East 686.75 feet thereof and LESS the South 353.00 feet thereof. TOGETHER with and easement for ingress-egress over the West 20.00 feet of the East 706.75 feet of the North 303.00 feet of the South 353.00 feet of the West ¼ of the South ½ of the Southwest ¼ of the Northwest ¼ of Section 7, Township 22 South, Range 22 East.

**UNOFFICIAL  
COPY**

# Board of County Commissioners

## Division of Planning & Development

### Code Compliance Department

801 SE, C-466 • Lady Lake, FL 32162 • Phone (352) 753-0848 or (352) 330-1311 • FAX: (352) 753-0774  
Website: <http://sumtercountyfl.gov/CodeEnforcement>



COUNTY OF SUMTER (Petitioner)

File #: CE2009-0341

vs.

FRED III & KAREN CLARIDGE (Respondent)

ROWELL, WINTON RANDALL (Respondent)

cc:

## AFFIDAVIT OF NON-COMPLIANCE

STATE OF FLORIDA  
COUNTY OF SUMTER

BEFORE ME, the undersigned authority, personally appeared Alysia Akins for Sumter County, who after being sworn, deposes and says:

1. That on 9/24/2009, the Special Master 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 11/6/2009.
3. That staff personally conducted an inspection on 1/13/2010, 3/4/2010, and 4/1/2010.
4. That the inspection revealed that the corrective action ordered has not been taken in that:  
**Pay staff costs of \$311.06**

### Sumter County Code, Section(s)

CE2009-0341

#### 6-104.(2) NUISANCES-TRASH & DEBRIS

The accumulation of rubbish, trash, garbage, or other solid waste materials in violation of any existing state law, regulation or ordinance of Sumter County shall constitute prima facie evidence of maintaining a nuisance, injurious to health, which such conditions shall not be deemed to be all inclusive.

#### 6-104.(3) NUISANCES-UNSAFE HOUSING

The existence of any dwelling, house, building, structure or real property, or premises on which a dwelling, house, building or other structure is located which is unsafe, (as defined in the Unsafe Building and Abatement Code) and a menace to the health, safety, or general welfare of the residents of Sumter County shall constitute prima facie evidence of maintaining a nuisance.

#### 6-104.(5) NUISANCES-GRASS

The overgrowth of any herbaceous and/or woody plant life over twenty-four (24) inches high in any residential or commercially classified land in the unincorporated areas of Sumter County shall constitute prima facie evidence of maintaining a nuisance, injurious to health, which such conditions shall not be deemed to be all inclusive.

#### E.3.1.2 SHC 304 SHC MIN REQ ELEC SYSTEMS

Every electrical outlet and fixture, and all electrical wiring and equipment shall be installed, maintained and connected to a source of power in accordance with the provisions of the electrical code of the authority having jurisdiction.

THE RESPONDENT HAS THE RIGHT TO REQUEST A HEARING TO CONTEST THIS AFFIDAVIT OF NON-COMPLIANCE.

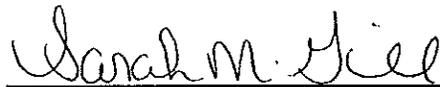
IF THE RESPONDENT HAS NOT DONE SO WITHIN 20 DAYS, A LIEN WILL BE FILED.

FURTHER AFFIANT SAYETH NOT  
DATED this 4/16/10.

  
Alysia Akins

---

Before me the above named Code Enforcement Coordinator, who personally known to me, did appear and execute the Affidavit of Non-Compliance this 4/16/10.

  
NOTARY PUBLIC



**SUMTER COUNTY SPECIAL MASTER**  
**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**

*Respondent:* Winton Randall Rowell

*File No.:* CE2009-0341

This cause was presented for public hearing before the Sumter County Special Master, Sumter County, Florida, on September 24, 2009, after due notice to the Respondent. The Special Master having heard testimony under oath, received evidence, and heard argument of counsel (if any), thereupon issues its Findings of Fact, Conclusions of Law, and Order as follows:

**I: FINDINGS OF FACT:**

- A. The Respondent owns real property located at 2912 CR 675, Webster, Florida, also known as parcel identification number S07=072.
- B. The Respondent was sent a Notice of Hearing by certified mail stating a hearing would be held before the Sumter County Special Master to determine whether the Respondent was violating Sections 6-104(2), 6-104(3), 6-104(5), and 13-E.3.1.2 SHC 304 of the Sumter County Code.
- C. Photographs of the violation taken on 9/24/09 were submitted into the record.
- D. The Respondent was present and sworn in. Mr. Rowell testified no one resides on the property and thinks the code case began due to his neighbor calling Animal Control. Mr. Rowell testified he is currently turning his property over to the mortgage holder. Mr. Rowell testified there is a mobile home on the property that is not set up and has no power. Mr. Rowell also testified there are 2 uninhabitable homes on the property that have inoperable plumbing.
- E. Edd Kaman, Inspector, testified the property has homestead exemption. Mr. Kaman testified the code case began on 8/5/09, and his last visit to the property was on 9/24/09, in which the property remained in violation.
- F. Mr. Kaman recommended staff costs in the amount of \$311.06 be paid, and the property be brought into compliance within 2 weeks or pay a \$50 daily fine until the property is brought into compliance.

**II. CONCLUSIONS OF LAW:**

**A. 6-104.(2) NUISANCES-TRASH & DEBRIS**

The accumulation of rubbish, trash, garbage, or other solid waste materials in violation of any existing state law, regulation or ordinance of Sumter County shall constitute prima facie evidence of maintaining a nuisance, injurious to health, which such conditions shall not be deemed to be all inclusive.

B. 6-104.(3) NUISANCES-UNSAFE HOUSING

The existence of any dwelling, house, building, structure or real property, or premises on which a dwelling, house, building or other structure is located which is unsafe, (as defined in the Unsafe Building and Abatement Code) and a menace to the health, safety, or general welfare of the residents of Sumter County shall constitute prima facie evidence of maintaining a nuisance.

C. 6-104.(5) NUISANCES-GRASS

The overgrowth of any herbaceous and/or woody plant life over twenty-four (24) inches high in any residential or commercially classified land in the unincorporated areas of Sumter County shall constitute prima facie evidence of maintaining a nuisance, injurious to health, which such conditions shall not be deemed to be all inclusive.

D. E.3.1.2 SHC 304 SHC MIN REQ ELEC SYSTEMS

Every electrical outlet and fixture, and all electrical wiring and equipment shall be installed, maintained and connected to a source of power in accordance with the provisions of the electrical code of the authority having jurisdiction.

E. The Respondent is in violation of the above named codes due to the trash and debris, unsafe housing, overgrowth, and electrical issues.

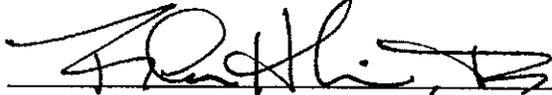
**III: ORDER:**

Based upon the foregoing Findings of Fact and Conclusions of Law, it is hereby ordered that:

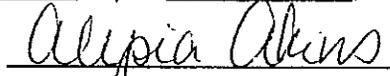
A.. Special Master Hawkins found the property in non-compliance of all violations as submitted and ordered the property to be brought into compliance as requested and pay staff costs of \$311.06 upon receipt of the Order. If compliance is not met as ordered, a \$50 daily fine will be assessed for each and every day the property remains in violation.

B. In addition to any fines, the Respondent shall be responsible for any additional inspection costs, collection costs, administrative costs, legal fees, attorneys' fees, recording costs, and all other costs associated with the collection of this ORDER.

DONE AND ORDERED this 29 day of October, 2009, in Bushnell, Sumter County, Florida.

  
\_\_\_\_\_  
R. Lee Hawkins, Jr., Special Master

I hereby certify that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law, and Order will be furnished by certified mail to the respondent on this 29th day of October, 2009.

  
\_\_\_\_\_  
Alysia Atkins - Code Secretary