



**THE CITY OF KEY WEST**  
**Code Compliance Division**

P.O. BOX 1409  
KEY WEST, FL 33041  
**(305) 809-3740**

**NOTICE OF ADMINISTRATIVE HEARING**

DATE: October 7, 2011  
RE: CASE NUMBER 11-646

CERTIFIED MAIL RECEIPT#: 7007 3020 0000 5345 1351

To:  
First-Citizens Bank & Trust Co  
Patti D Saleeby, VP  
4300 Six Forks Road, FCC22  
Raleigh NC 27609

Subject Address:  
3883 S Roosevelt Blvd  
Key West, FL 33040

**TAKE NOTICE** that the City of Key West Code Compliance Division has requested the City of Key West Special Magistrate to conduct an administrative hearing regarding code violation(s) reported to you by

**NOTICE OF CODE VIOLATION** concerning the above noted subject address.

You were noticed that your property is in violation of the City of Key West Code of Ordinances for the following reason(s):

**Count 1:**

On May 11, 2011 a complaint was received about the trash and debris located at 3883 S Roosevelt Blvd.

**Sec. 26-126. - Clearing of property of debris and noxious material required.**

For the purposes of promoting the health, safety, and general welfare of the city residents, the city manager is authorized and empowered to require that vacant lands and/or improved property within the city be cleared of debris and any noxious material, including garbage, litter, rubbish, refuse, solid waste, trash or industrial waste or high grass or weeds which tend to:

- (1) Be a breeding place or haven for snakes, rodents, insects, and vermin;
- (2) Create a fire hazard or endanger the lives and property of the city residents;
- (3) Create a traffic hazard; or
- (4) Create a nuisance or other unsightly or unsanitary condition.

**Corrective Action:** Property needs to be cleared of debris and maintained.

**Count 2:**

On May 11, 2011 a complaint was received about the graffiti that is on the storage trailer.



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**Code Compliance Division**

P.O. BOX 1409  
KEY WEST, FL 33041  
**(305) 809-3740**

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DATE: October 7, 2011  
RE: CASE NUMBER 11-646

CERTIFIED MAIL RECEIPT#: 7007 3020 0000 5345 1368

To:  
CT Corporation Systems, R/A  
1200 South Pine Island Road  
Plantation FL 33324

Subject Address:  
First-Citizens Bank & Trust Company  
3883 S Roosevelt Blvd  
Key West, FL 33040

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**Corrective Action:** Property needs to be cleared of debris and maintained.

**Count 2:**

On May 11, 2011 a complaint was received about the graffiti that is on the storage trailer.

**Sec. 26-37. - Removal of graffiti.**

(a) It is prohibited for an owner to allow graffiti to remain for more than seven calendar days on a commercial property or on a residential property.

(b) Whenever the city becomes aware of the existence of graffiti on any property, a code enforcement officer is authorized upon such discovery, to give, or cause to be given, notice to take corrective action to the property owner or the property owner's agent or manager. It shall not be a defense that the graffiti was placed on the property prior to the effective date of this section. The code enforcement division is authorized to develop a standard "Notice to Remove Graffiti" form.

(1) Commercial property. For commercial property, the property owner or the property owner's agent or manager shall take corrective action within seven calendar days from the receipt or delivery of the code enforcement notice.

(2) Residential property. For residential property, the property owner, or property owner's agent shall take corrective action within seven calendar days from the receipt or delivery of the code enforcement notice.

(c) The city shall waive painting permit and historic architectural review commission requirements, if any, for abating graffiti, subject to the use of the same colored exterior paint.

(d) Graffiti abatement shall consist of:

(1) Painting of the entire wall and/or nonpermanent structure, or a portion thereof (if the latter is approved by the building official), that is defaced by graffiti; or

(2) Pressure-cleaning or any other method that will successfully remove graffiti from a wall or nonpermanent structure, without causing damage.

**Corrective Action:** The graffiti needs to be removed from the storage trailer

In accordance with Florida Statutes § 162 and Code of Ordinances, City of Key West, § 2-631 through § 2-647, The City of Key West has scheduled a hearing to be held at **Old City Hall, 510 Greene Street, Key West, Florida at 1:30 P.M. on:**

**November 16, 2011**

The Chambers will be open at 1:00 PM. These proceedings may be televised.

The purpose of this hearing is to determine if a violation(s) exists, the appropriate action to be taken, if any is required, and if any fines or penalties are to be imposed. **YOU ARE REQUESTED TO APPEAR AT THIS HEARING** to present evidence and/or testimony to show cause, if any, why you should not comply with City Ordinances. **YOUR FAILURE TO APPEAR MAY RESULT IN A FINE OR PENALTY BEING IMPOSED AGAINST YOU AND A LIEN BEING IMPOSED UPON YOUR PROPERTY.**

You have a right to have an attorney present at the hearing. If an attorney represents you, your attorney must file written notice with this office prior to the hearing date.

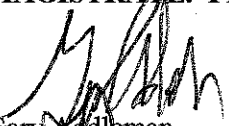
If you intend to request a continuance from the Hearing Date set out above you must submit a written request for a continuance addressed to the Special Magistrate and mailed to PO Box 1409, Key West, FL 33041 or delivered to the Special Magistrate's Legal Analyst at 3139 Riviera Drive, Key West, FL 33040. All requests must be received at least five (5) working days prior to the Hearing Date set out above. If the request is not received five (5) working days prior to the Hearing Date you or your attorney must appear on the Hearing Date to petition the Special Magistrate for a continuance. If any continuance is granted

this will not stay discovery and all records previously requested must be supplied to the City or formally objected to.

**Be advised that, if you decide to appeal any decision of the Special Magistrate in this code enforcement hearing, you shall be responsible to ensure that a verbatim record of the proceedings of this code enforcement hearing is made, such that any evidence and testimony upon which an appeal may be based can be submitted to the appellate court.**

If you are found to be in violation of City of Key West Ordinances, administrative costs in the amount of **\$250.00** may be levied for administrative recovery for prosecution and investigation in addition to levied fines associated with the violation(s). **Failure to pay these costs will result in a lien against the property in violation.**

**PER FLORIDA STATUTES SECTION 162.09, YOUR FAILURE TO CORRECT THE VIOLATION (S) MAY RESULT IN THE IMPOSITION OF A FINE OF UP TO \$250.00/DAY, AND \$500.00/DAY FOR A REPEAT VIOLATION. IF THE VIOLATION (S) IS IRREPARABLE OR IRREVERSIBLE, A FINE OF UP TO \$5000.00 MAY BE IMPOSED BY THE SPECIAL MAGISTRATE. FINES MAY BE IMPOSED ON A PER DAY/ PER VIOLATION BASIS.**



Gary Addleman  
Code Compliance Officer  
City of Key West  
(305) 809-3740

*Hand Served this* \_\_\_\_\_ *day of* \_\_\_\_\_, 2011

***RECEIVED BY:*** \_\_\_\_\_

***SERVED BY:*** \_\_\_\_\_

Prepared by: Jason Lee

Doc# 1825647 03/01/2011 10:00AM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

Return to:

Doc# 1825647  
Bk# 2506 Pg# 864

First-Citizens Bank & Trust Company  
P.O. Box 26592  
Raleigh, NC 27611-6592

STATE OF FLORIDA

ASSIGNMENT  
(FLORIDA)

COUNTY OF MONROE

Date: 1/28/11

Loan No.: 10305838

For the purposes of this Assignment:

1. The "Assignor" is the **FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR SUN AMERICAN BANK**. As of the date of this Assignment, the Assignor is the secured creditor under the Mortgage and the Related Security Instruments identified below and the owner and holder of the promissory note(s) and/or other obligations secured thereby. The mailing address of the Assignor is 7777 Baymeadows Way West, Jacksonville, FL 32256.
2. The "Assignee" is **FIRST-CITIZENS BANK & TRUST COMPANY**. The mailing address of the Assignee is Mail Code FCC22, PO Box 27131, Raleigh, NC 27611-7131.
3. The "Mortgage" refers to the following Mortgage:

Date of Mortgage: 5/22/2006

Mortgagor(s): NGE, LLC

Original Mortgagee/Lender: HOME EQUITY MORTGAGE CORPORATION

Recording Information: Recorded on 6/1/2006 in the Public Records of MONROE County, Florida, in Official Records Book 2213 at Page 924 (or as Instrument No. 1584890).

4. The "Related Security Instruments" are all of those other instruments (if any) given to secure or guarantee repayment of the promissory note(s) and/or other obligations secured by the Mortgage, including, but not limited to, security agreements, pledges, assignments, guaranty agreements, negative pledge agreements, financing statements, control agreements, agreements relating to hazardous substances, and indemnity agreements.

As used herein, the terms "Mortgage" and "Related Security Instruments" include (i) all extensions, renewals, modifications, amendments, restatements, consolidations, and/or increases thereof, (ii) all changes in terms relating thereto, and (iii) all instruments and other documents given in replacement of, in substitution for, or to correct the Mortgage or any of the Related Security Instruments.

STATE OF NORTH CAROLINA, COUNTY OF WAKE

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2011, by Karen Ashe as Attorney-in-Fact for the Federal Deposit Insurance Corporation, as Receiver for Sun American Bank, on behalf of the Federal Deposit Insurance Corporation. He/she  is personally known to me or  has produced \_\_\_\_\_ as identification.

Carolyn L Parker

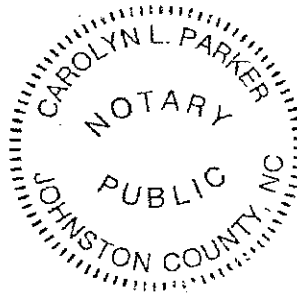
Signature

Type or Print Name: Carolyn L Parker

Notary Public (Ser. No. 19931460055)

My Commission Expires: 5/27/2013

(Notary Seal)



MONROE COUNTY  
OFFICIAL RECORDS

