



6-E

MEMORANDUM

TOWN OF PONCE INLET – PLANNING & DEVELOPMENT DEPARTMENT

THE TOWN OF PONCE INLET STAFF SHALL BE PROFESSIONAL, CARING, AND FAIR IN DELIVERING COMMUNITY EXCELLENCE WHILE ENSURING PONCE INLET CITIZENS OBTAIN THE GREATEST VALUE FOR THEIR TAX DOLLAR.

TO: Jeanneen Witt, Town Manager
CC: Aref Joulani, Planning & Development Department
FROM: David Hooker, Code Enforcement Officer
DATE: July 18, 2016
SUBJECT: Lien Reduction Request
Harold & Jacqueline Knopp /
Federal National Mortgage / c/o J.P. Morgan Chase
64 Aurora Avenue

The aforementioned owners have requested a reduction of a Code Enforcement lien that was imposed on February 11, 2016 and continued to accrue to July 6, 2016 in the amount of \$14,600.

The case involved ownership of the property being foreclosed on by the lending institution. Before the actual sell of the property the ownership removed any and all items of value in the home. Such items were the HVAC system, garage door, windows, sinks, cabinetry carpet, etc.

Before this incident, Staff noticed the HVAC unit was removed, which started the enforcement proceedings of this particular case.

Staff attempted to make contact with owners (Mr. & Mrs. Knopp) for several months before this case went to the Enforcement Board, on two separate occasions, staff did have a conversation with Mr. Knopp about the living conditions at the property. During this time, staff also reached out the lending institution which filed the lis pendens and started a relationship to correct the violations as soon as it became feasible.

The lending institution took possession of the property on April 26, 2016 and on July 6, 2016 the property became compliant with the outstanding issue of property maintenance is the HVAC.

Staff continued the dialog with the lender and spoke to them about staff recouping costs associated with this particular case.

Florida Statutes 48.23(D) states "Except for the interest of persons in possession or easements of use, the recording of such notice of lis pendens, provided that during the pendency of the proceeding it has not expired pursuant to subsection (2) or been withdrawn or discharged, constitutes a bar to the enforcement against the property described in the notice of all interests and liens, including,

but not limited to, federal tax liens and levies, unrecorded at the time of recording the notice unless the holder of any such unrecorded interest or lien intervenes in such proceedings within 30 days after the recording of the notice. If the holder of any such unrecorded interest or lien does not intervene in the proceedings and if such proceedings are prosecuted to a judicial sale of the property described in the notice, the property shall be forever discharged from all such unrecorded interests and liens. If the notice of lis pendens expires or is withdrawn or discharged, the expiration, withdrawal, or discharge of the notice does not affect the validity of any unrecorded interest or lien”.

The aforementioned statutes state that since our lien was imposed on the property after the lis pendens, then our lien was barred from to the enforcement of all interests and liens.

Attorney General opinion 93-77 which the City of Tarpon Springs essentially asked if recording of a lis pendens bars foreclosure of code enforcement lien recorded after notice of lis pendens. In this opinion it came back in the affirmative that the City of Tarpon Springs would be barred from enforcement of such lien.

With this information our Enforcement Board lien is also barred from such action as well.

During my tenure in Code Enforcement I have come across this same scenario on multiple occasions. With the majority of these types of cases came during the 2008-2012 economic downturn that we all experienced.

During that time, I made several contacts inside lending institutions and brokered professional relationships that help recoup costs associated with the enforcement of our adopted codes and help maintain the health, safety and welfare of our community.

Staff Recommendation:

According to the Florida Statutes the Town's Enforcement Board lien has been barred from collecting any outstanding liens due to the lis pendens being filed before our lien was recorded.

I have spoken with the lenders which is now the owners of the property in question. Thus, keeping them aware of the Town's property maintenance standards which we are proud of.

The current owner (Federal National Mortgage / c/o J.P. Morgan Chase), through the agent has agreed to releasing funds for the outstanding lien to cover our costs associated with this particular case. After speaking with them they indicated that they are willing to pay the amount of \$3,550 which is the Town's "hard costs" associated with the particular case.

The new ownership has replaced the 2 HVAC systems inside of the home, at a cost of approximately \$4,000. They have also secured the home, and have also made improvements to the lot by removing dead vegetation, and maintaining the lawn until property is sold.

In all, the new ownership has spent approximately \$5,000 to \$6,000 to make the property look "livable" again.

If you take in account that once they owned the property (April 28, 2016) there was only seventy-one (71) days that had passed to clear up the violations. The total amount of the outstanding lien in essence would have totaled \$7,100. This is not including the hard cost of \$3,550 that they may still be willing to pay.

With the improvements that were made, and a willingness to pay "hard costs" for this particular case, shows the willingness to be part of this community at least on the short term.

It is recommended that we accept this offer that has been discussed, since there is no obligation by the lender to pay the Town since the lis pendens was filed before our lien was imposed.

IN THE CIRCUIT COURT OF THE 7TH
JUDICIAL CIRCUIT, IN AND FOR
VOLUSIA COUNTY, FLORIDA
CIVIL DIVISION
CASE NO.

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
Plaintiff,

vs.

HAROLD KNOPP A/K/A HAROLD R. KNOPP;
JACQUELINE M. KNOPP; UNKNOWN PERSON(S) IN
POSSESSION OF THE SUBJECT PROPERTY;
Defendants,

NOTICE OF LIS PENDENS

TO THE ABOVE STYLED DEFENDANTS AND ALL OTHERS WHOM IT MAY
CONCERN:

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING:

(a) The plaintiff has instituted this action against you seeking to foreclose a mortgage with respect to the property described below;

(b) The plaintiff in this action is/are:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

(c) The case number of the action and the court where the action is pending is as shown in the caption.

(d) The property that is the subject matter of this action is in VOLUSIA County, Florida, and is described as follows:

LOT 206, LIGHTHOUSE SHORES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE 257, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Firm File #: 15-00229

7-00
15 30454 CICI

BEFORE THE CODE ENFORCEMENT BOARD
OF THE TOWN OF PONCE INLET, FLORIDA

TOWN OF PONCE INLET, FLORIDA,
A municipal corporation,

Petitioner,

vs.

CASE NO.: 42157

HAROLD R. KNOPP and
JACQUELINE M. KNOPP,

Respondents/Owners.

ORDER IMPOSING FINE

This cause was heard on the 22nd day of February, 2016 by the Code Enforcement Board of the Town of Ponce Inlet after due notice to Respondents and a public hearing, and the Code Enforcement Board, having heard testimony and argument thereon, and being otherwise duly advised in the premises, makes the following FINDINGS OF FACT:

1. The property which is the subject of this code enforcement action is located at 64 Aurora Avenue, Ponce Inlet, Florida with Volusia County Property Tax ID 6419-03-00-2060 and is more particularly described as:

LOT 206 LIGHT HOUSE SHORES PER OR 3472 PG 1229 PER
OR 5721 PG 389 PER OR 5839 PG 4346
2. On February 3, 2016 an Order was entered finding Respondents in violation of Section 301.2 of the International Property Maintenance Code and requiring the violation to be cured within ten days.
4. Respondents have failed to cure the cited violation within the time allowed in the Notice of Violation.
5. As of February 22, 2016, the Respondents have been in violation of the February 3, 2016 Order for a period of twelve days.

BASED ON THE FOREGOING IT IS ORDERED AND ADJUDGED that:

6. A fine of \$100.00 per day for each day the property remained in non-compliance with the Code Enforcement Board's Order is imposed in this case with such fine beginning on February 11, 2016 and continuing to accrue until Respondents have cured the violation.

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In The Circuit Court, Seventh Judicial Circuit
In And For Volusia County, Florida

JPMORGAN CHASE BANK NATIONAL ASSOCIATION
Plaintiff(s)

Case No. 2015 30454 CICI
Div.

VS.

HAROLD KNOPP AKA HAROLD R KNOPP ; JACQUELINE M KNOPP
Defendant(s)

CERTIFICATE OF TITLE

The undersigned Clerk of the Circuit Court certifies that a Certificate of Sale has been filed in this action and on the 26th day of April, 2016 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections. The following property in Volusia County, Florida:

- SEE ATTACHMENT -

was sold to and the Certificate of Title is hereby issued to:

FEDERAL NATIONAL MORTGAGE ASSOCIATION

whose address is: C/O JPMORGAN CHASE BANK N.A 3415 VISION DRIVE COLUMBUS, OH, 43219

Witness my hand and seal on 26th day of April, 2016 in Volusia County, Florida.



Diane M. Matousek, Clerk of the Circuit Court,
Volusia County, Florida

By:

K. Frierson
Deputy Clerk

/s/ K. Frierson

exempt

Sale Amt. \$381,100.00 D/S

Parcel ID # 19-16-34-03-00-2060

CLERK OF THE CIRCUIT
& COUNTY CLERK
VOLUSIA COUNTY, FL
CC 34

APR 26 2016

FILED

Instrument# 2016-078047 # 2

Book : 7247

Page : 760

Diane M. Matousek

Volusia County, Clerk of Court

**LOT 206, LIGHTHOUSE SHORES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED
IN MAP BOOK 11, PAGE 257, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
a/k/a 64 AURORA AVENUE, PONCE INLET, FLORIDA 32127.**