CITY OF FORT PIERCE
BOARD OF EXAMINERS OF CONTRACTORS
NOTICE OF ALLEGED CHARGES

Contractor/Qualifier:_____Mr. Philip Petruzzelli_____ d/b/a:_____Port St. Lucie Properties_____

City License No:_____16 00018601 _____ State License No:_____CBC1257923 _____

Property Owner:_____Liskary Hernandez Comask ___ Address of Violation:___2523 Madewood Drive__

Complainant: _____Same_____

You are hereby notified that the Fort Pierce Board of Examiners of Contractors has scheduled the above referenced matter for hearing on the __9___day of __August____, 2016 at 9:00 a.m., in the Commission Chambers, City Hall, 100 North US #1, Fort Pierce, FL 34950.

The Checked boxes specify the charges being brought against the above named contractor under the Fort Pierce Code of Ordinance, Section 5-52:

☐ (1) Obtaining a certificate by fraud or misrepresentation.

☐ (2) Committing fraud or deceit in the practice of contracting.

☑ (3) Committing incompetency or misconduct in the practice of contracting.

☑ (4) Committing gross negligence, repeated negligence, or negligence resulting in a significant danger to life or property.

☐ (5) Abandoning a construction project in which the contractor is engaged or under contract as a contractor. (A project may be presumed abandoned after ninety days if the contractor terminates the project without just cause or without property notification to the owner, including the days.)

☐ (6) Committing mismanagement or misconduct in the practice of contracting that causes financial harm to a customer. Financial mismanagement or misconduct occurs when:

☐ (a) Valid liens have been recorded against the property of a contractor's customer for supplies or services ordered by the contractor for the customer's job; the contractor has received funds from the customer to pay for the supplies or services; and the contractor has not has the liens removed form the property, by payment or by bond, within seventy-five (75) days after the date of such liens;

☐ (b) The contractor has abandoned a customer's job and the percentage of completion is less than the percentage of the total contract price paid to the contractor as of the time of abandonment, unless the contractor is entitled to retain such funds under the terms of the contract or refunds the excess funds within thirty (30) days after the date the job is abandoned.

☐ (c) The contractor's job has been completed, and it is shown that the customer has had to pay more for the contracted job than the original contract price, as adjusted for subsequent change orders, unless such increase in cost was the result of circumstances caused by the customer, or was otherwise permitted by the terms of the contract between the contractor and the customer.

☐ (7) Substantial departure from, or disregard, of plans or specifications without consent the owner or his dully authorized representative;

☐ (8) Knowingly or deliberately disregarding or violating any applicable building codes or laws of the state, county or city;

☐ (9) Willfully and deliberately engaging in a type or class of contracting for which the contractor is not licensed or registered;

☐ (10) Being disciplined by any other municipality or county;

☐ (11) Failing to actively supervise construction projects for which the contractor has applied for and obtained a building permit; or for projects for which the contractor is, by contract; responsible;

☐ (12) Contracting with persons or firms not having a certificate or competency issued by the city for work or services to be performed within the city when said persons or firms are required by this chapter to possess such a certificate of competency in order to perform the contracted work or services;

☐ (13) Proceeding on any job without obtaining the applicable building department permits and inspections.

☐ (14) Being convicted or found guilty, regardless of adjudication, of a crime in any jurisdiction which directly relates to the practice of contracting or the ability to practice contracting.

☐ (15) Knowingly combining or conspiring with an uncertified or unregistered person by allowing his certificate or registration to be used by the uncertified or unregistered person with intent to evade the provision of this code. When a certificate holder or registrant allows his certificate or registration to be used by one (1) or more business organizations without having any active participation in the operations, management, or control of such business organizations, such act constitutes prima facie evidence of an intent to evade the provisions of this Code.

Any decision of the Board may be appealed. A verbatim transcript of the hearing is necessary for an appeal. Anyone desiring a verbatim transcript shall have the responsibility at his own cost to arrange for same. Please govern yourself accordingly.

Notary Public State of Florida
Karen Murphy
My Commission FF 129619
Expires 06/04/2018

Marc Meyers 7/19/16
Building Official Date

St. Lucie County
State of Florida
The forgoing instrument was acknowledged before me this 19th day of July 2016 by Marc Meyers

Personally known/Type of Identification_____ Karen Murphy
Signature of Notary Public

APPRAISAL REPORT

of

Single Family Residence

2523 Madewood Dr

Fort Pierce, FL 34981

RECEIVED
MAY 11 2016
Building Department

As Of:

01/21/2015

Prepared For:

FBC Mortgage, LLC
189 S. Orange Ave #970
Orlando, Fl 32801

Prepared By:

Adam Jones
ACJ Financial, Inc
874 SE Roulette Ln
Port Saint Lucie, FL 34983

Uniform Residential Appraisal Report

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 2523 Madewood Dr | City Fort Pierce | State FL | Zip Code 34981
Borrower Mendoza, Yoismel | Owner of Public Record Maronda Homes, Inc | County Saint Lucie
Legal Description OAK ALLEY (PB 54-26) BLK 1 LOT 14
Assessor's Parcel # 2432-801-0031-000-8 | Tax Year 2014 | R.E. Taxes $ 259
Neighborhood Name Oak Alley | Map Reference 32-35-40 | Census Tract 3814.02
Occupant [ ] Owner [ ] Tenant [X] Vacant | Special Assessments $ 0 | [X] PUD | HOA $ 1,101 | [X] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [X] Purchase Transaction [ ] Refinance Transaction [ ] Other (describe)
Lender/Client FBC Mortgage, LLC | Address 189 S. Orange Ave #970, Orlando, Fl 32801
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? [ ] Yes [X] No
Report data source(s) used, offerings price(s), and date(s). Not listed in the mls. Offered for sale directly by the builder

CONTRACT

I [X] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. Arms length sale;47 pages of the contract were reviewed. Contract between builder and borrower. Total contract price incluing upgrade options is $277,775.

Contract Price $ 302,900 | Date of Contract 04/28/2014 | Is the property seller the owner of public record? [X] Yes [ ] No | Data Source(s) County appraiser
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [X] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid. $4000;; Per contract addendum, the seller is to contribute $4,000 towards buyers closing costs.

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends					One-Unit Housing			Present Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[X] Increasing	[ ] Stable	[ ] Declining		PRICE		AGE	One-Unit	80 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[X] Shortage	[ ] In Balance	[ ] Over Supply		$ (000)		(yrs)	2-4 Unit	5 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths		15	Low	0	Multi-Family	5 %
Neighborhood Boundaries Edwards Rd to the north, Prima Vista Blvd to the south, US Hwy #1 to the east and I-95 to he									450	High	70	Commercial	5 %
west.									120	Pred.	20	Other MX/INST	5 %

Neighborhood Description Oak Alley is a newer gated community currently being developed by Maronda & GHA Homes. There are only a few completed homes plus builders models/specs with approx. 5-6 under construction. Commercial development is located nearby on 25th Street/St. James Dr and east on US Hwy #1.

Market Conditions (including support for the above conclusions) Sales activity has strengthened in the last year with prices in some pockets having increased by over 10%. Inventory levels are low, especially for well priced & competitive standard resales which is a factor in prices starting to increase again. Marketing times are generally around 3-4 months, quicker once listed competitively.

SITE

Dimensions 100 X 130 | Area 13000 sf | Shape Rectangular | View B;Res;Preserve
Specific Zoning Classification PUD | Zoning Description Residential Planned Unit Development
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements--Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street Paved asphalt	[X]	[ ]
Gas	[ ]	[ ] None	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map # 12111C0188J | FEMA Map Date 02/16/2012
Are the utilities and/or off-site improvements typical for the market area? [X] Yes [ ] No If No, describe.
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe.
None noted.

IMPROVEMENTS

General Description	Foundation	Exterior Description materials/condition	Interior materials/condition
Units [X] One [ ] One with Accessory Unit	[X] Concrete Slab [ ] Crawl Space	Foundation Walls Concrete/gd	Floors Tile/cpt/gd
# of Stories 2	[ ] Full Basement [ ] Partial Basement	Exterior Walls Cbs/frm/stuc/gd	Walls Drywall/gd
Type [X] Det. [ ] Att. [ ] S-Det./End Unit	Basement Area 0 sq. ft.	Roof Surface Shingle/gd	Trim/Finish Wood/gd
[X] Existing [ ] Proposed [ ] Under Const.	Basement Finish 0 %	Gutters & Downspouts Pt alum/avg	Bath Floor Tile/gd
Design (Style) Contemp	[ ] Outside Entry/Exit [ ] Sump Pump	Window Type Single hung/gd	Bath Wainscot Tile/gd
Year Built 2015	Evidence of [ ] Infestation	Storm Sash/Insulated Shutters/gd	Car Storage [ ] None
Effective Age (Yrs) 0	[ ] Dampness [ ] Settlement	Screens Screens/gd	[X] Driveway # of Cars 3
Attic [ ] None	Heating [X] FWA [ ] HWBB [ ] Radiant	Amenities [ ] Woodstove(s) # 0	Driveway Surface Concrete
[ ] Drop Stair [ ] Stairs	[ ] Other Fuel Elec	[ ] Fireplace(s) # 0 [ ] Fence 0	[X] Garage # of Cars 3
[ ] Floor [X] Scuttle	Cooling [X] Central Air Conditioning	[ ] Patio/Deck 0 [X] Porch Cov/Scr	[ ] Carport # of Cars 0
[ ] Finished [ ] Heated	[ ] Individual [ ] Other	[ ] Pool None [X] Other Entry	[X] Att. [ ] Det. [ ] Built-in

Appliances [ ] Refrigerator [X] Range/Oven [X] Dishwasher [ ] Disposal [X] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area above grade contains: 10 Rooms 6 Bedrooms 4.1 Bath(s) 3,914 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.) 6 bedrooms, 4 full baths, 1 x 1/2 bath, loft, 3 car garage, concrete drive, screened porch, preserve views

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C1;No updates in the prior 15 years; New construction with functional floorplan and no adverse conditions noted. Construction features include upgraded kitchen cabinets, counters & appliances; tile floors throughout the first floor living areas; upgraded bathroom fixtures; upgraded electric & light fixtures; upgrading flooring; upgraded seer a/c & heat system. The home was completed in January 2015.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

Uniform Residential Appraisal Report

SALES COMPARISON ANALYSIS

There are 34 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 109,900 to $ 1,595,777 .

There are 57 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 138,239 to $ 415,000 .

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	2523 Madewood Dr Fort Pierce, FL 34981	2508 Madewood Dr Fort Pierce, FL 34981		460 NW Dover Ct Port St. Lucie, Fl 34983		5854 NW Ethel Ct Port Saint Lucie, FL 34986	
Proximity to Subject		0.03 miles E		1.49 miles SW		3.48 miles SW	
Sale Price	$ 302,900		$ 294,350		$ 351,000		$ 267,400
Sale Price/Gross Liv. Area	$ 77.39 sq. ft.	$ 75.46 sq. ft.		$ 89.40 sq. ft.		$ 89.13 sq. ft.	
Data Source(s)		Rmls #10042869;DOM Unk		Rmls #10086368;DOM 17		Rmls #10081677;DOM 82	
Verification Source(s)		County/Agent/Sales office		County appraiser/Mls		County appraiser/Mls/Sales office	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing		ArmLth		ArmLth		ArmLth	
Concessions		FHA;4000	-4,000	Conv;0		Conv;0	
Date of Sale/Time		s10/14;Unk		s12/14;c11/14		s01/15;c12/14	
Location	N;Res;Oak Alley	N;Res;Oak Alley		N;Res;St James	0	N;Res;Windy Pines	0
Leasehold/Fee Simple	Fee simple	Fee simple		Fee simple		Fee simple	
Site	13000 sf	13000 sf		10280 sf	0	10400 sf	0
View	B;Res;Preserve	N;Res;	+5,000	B;Res;Preserve		N;Res;Wtr	0
Design (Style)	DT2;Contemp	DT2;Contemp		DT2;Medit	0	DT1;Contemp	0
Quality of Construction	Q3	Q3		Q3	-25,000	Q3	
Actual Age	0	1	0	9	0	1	0
Condition	C1	C1		C3	0	C1	
Above Grade Room Count (Total / Bdrms / Baths)	10 / 6 / 4.1	10 / 6 / 4.1		9 / 4 / 3.1	+4,000	8 / 4 / 3.0	+6,000
Gross Living Area	3,914 sq. ft.	3,901 sq. ft.	0	3,926 sq. ft.	0	3,000 sq. ft.	+18,300
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	Adequate	Adequate		Adequate		Adequate	
Heating/Cooling	Central	Central		Central		Central	
Energy Efficient Items	None	None		None		None	
Garage/Carport	3ga3dw	3ga3dw		3ga3dw		2ga2dw	+5,000
Porch/Patio/Deck	Screen porch	Screen porch		Screen porch		Covered porch	+1,000
Pool etc	No pool	No pool		Pool	-15,000	No pool	
Net Adjustment (Total)		[X] + [ ] -	$ 1,000	[ ] + [X] -	$ -36,000	[X] + [ ] -	$ 30,300
Adjusted Sale Price of Comparables		Net Adj: 0% Gross Adj : 3%	$ 295,350	Net Adj: -10% Gross Adj: 13%	$ 315,000	Net Adj: 11% Gross Adj: 11%	$ 297,700

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) County appraiser/mls

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) County appraiser/mls

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	05/29/2014	02/28/2014	06/05/2014	
Price of Prior Sale/Transfer	$95,000	$39,000	$335,000	
Data Source(s)	Mult site/County appraiser	Site/County appraiser/mls	WD/County appraiser/mls	County appraiser/Mls
Effective Date of Data Source(s)	01/22/2015	01/22/2015	01/22/2015	01/22/2015

Analysis of prior sale or transfer history of the subject property and comparable sales Prior transfer of the subject was a multi-site sale (not a reflection of market value or the improvements). Comp 1 prior transfer was a site purchase (not a reflection of improvements). Comp 2 prior transfer was an arm's length transaction. The more recent sale is considered a "consecutive sale" and does reflect increased prices in the compeititive marketplace.

No other sales activity involving the subject noted in the last 3 years or comps in the 12 months prior to most recent sales date.

Summary of Sales Comparison Approach Comp 1 is a similar model to the subject (see comment addendum). It is located on the same street and is the same builder. Comp 2 is 1+ miles away but is a very recent sale of a similar sized home in a nearby gated community. Comp 3 is a very recent sale of a new construction home (different builder) in a similar style community in the competitive marketplace (even though it is over 1 mile away). Site adjusted at $0.50/sf but no adjustment deemed warranted for difference under 3,000 sf as any difference in size is not considered measurable and has no material effect on value. GLA adjusted at $20.00 sf – This reflects an economy of scale, where the first 1500-2500 sf commands a premium. Age is not bracketed but comps 1 and 3 are new homes (never lived in) and comp 6 is a pending sale under construction (due for completion in February 2015). No adjustment is deemed necessary for actual age as conditon & effective age are considered more mitigating factors. No marketable difference can be determined between C1, C2 and C3 condition, so no adjustment is deemed warranted. Comps 2, 4 and 7 are upgraded homes (interior finsih including floors, baths, kitchen etc per mls/agent/photos), adjusted for quality. All adjustments based on paired sales/market abstraction.

Indicated Value by Sales Comparison Approach $ 305,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 305,000 **Cost Approach (if developed) $** 324,800 **Income Approach (if developed) $** 0

The sales comparison approach offers the best indication of value and given 100% of the weight. The cost approach is developed but given no weight as it does not necessarily reflect the actions of buyers & sellers in the marketplace. Due to a lack of sales of existing rentals a reliable GRM could not be determined. Therefore the income approach to value was not developed.

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: The home is recently completed (1/2015) so the appraisal is submitted "as is".

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 305,000 , as of 01/21/2015 , which is the date of inspection and the effective date of this appraisal.

Uniform Residential Appraisal Report

ADDITIONAL COMMENTS

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae.)

Provide adequate information for the lender/client to replicate your cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

Lot 1 Blk 1 Oak Alley: $35,000: 3/5/2014: 13,000 sf

Lot 7 Blk 1 Oak Alley: $38,000: 8/29/2014: 13,000 sf

5274 NW Rugby Dr: $24,000: 11/10/2014: 10,000 sf (not gated)

ESTIMATED [ ] REPRODUCTION OR [X] REPLACEMENT COST NEW	OPINION OF SITE VALUE			=$	35,000
Source of cost data Building-cost.net/class 6 Craftsman	Dwelling	3,914	Sq. Ft. @ $ 65.00	=$	254,410
Quality rating from cost service Average Effective date of cost data 01/01/2015			Sq. Ft. @ $	=$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Porch/entry				10,000
In determining fair "market value", the cost approach is not considered a relevant	Garage/Carport	616	Sq. Ft. @ $ 25.00	=$	15,400
approach to value as the definition of 'market value" may not be consistent with the	Total Estimate of Cost-new			=$	279,810
definition of "insurable value". The cost approach is developed but given no weight	Less Physical 0	Functional 0	External 0		
as it does not necessarily reflect the actions of buyers & sellers in the marketplace.	Depreciation 0	0	0	=$ (	0)
	Depreciated Cost of Improvements			=$	279,810
	"As-is" Value of Site Improvements			=$	10,000
Estimated Remaining Economic Life (HUD and VA only) 75 Years	Indicated Value By Cost Approach			=$	324,800

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae.)

Estimated Monthly Market Rent $ 0 X Gross Multiplier 0 =$ 0 Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) As the market is mainly owner occupied with limited sales of existing rentals, a reliable grm could not be developed. The income approach was not considered applicable and therefore not developed.

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowner's Association (HOA)? [X] Yes [ ] No Unit type(s) [X] Detached [ ] Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? [ ] Yes [ ] No If Yes, date of conversion.

Does the project contain any multi-dwelling units? [ ] Yes [ ] No Data source.

Are the units, common elements, and recreation facilities complete? [ ] Yes [ ] No If No, describe the status of completion.

Are the common elements leased to or by the Homeowner's Association? [ ] Yes [ ] No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities. Gated entry, common maintenance.

ACJ Financial, Inc
EXTRA COMPARABLES 4-5-6

File No. 1501020
FHA Case#. 094-7069327-703

Borrower Mendoza, Yoismel
Property Address 2523 Madewood Dr
City Fort Pierce County Saint Lucie State FL Zip Code 34981
Lender/Client FBC Mortgage, LLC Address 189 S. Orange Ave #970, Orlando, Fl 32801

SALES COMPARISON ANALYSIS

FEATURE	SUBJECT	COMPARABLE SALE # 4		COMPARABLE SALE # 5		COMPARABLE SALE # 6	
Address	2523 Madewood Dr Fort Pierce, FL 34981	5359 NW Akbar Ter Port Saint Lucie, FL 34986		4551 Oleander Ave Fort Pierce, FL 34982		2704 Oak Alley Dr Fort Pierce, FL 34981	
Proximity to Subject		3.12 miles SW		1.09 miles E		0.20 miles W	
Sale Price	$ 302,900		$ 360,000		$ 350,000		$ 280,975
Sale Price/Gross Liv. Area	$ 77.39 sq. ft.	$ 86.75 sq. ft.		$ 95.63 sq. ft.		$ 102.17 sq. ft.	
Data Source(s)		Rmls #377749;DOM 10		Rmls #10038094;DOM 154		Builder #/Sales office;DOM Unk	
Verification Source(s)		County appraiser/Mls		County appraiser/Mls		Inspection/Contract	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing		ArmLth		ArmLth		Listing	
Concessions		Va;0		Va;0		Cash;0	
Date of Sale/Time		s11/14;c09/14		s10/14;c10/14		c04/14	
Location	N;Res;Oak Alley	N;Res;	0	N;Res;	0	N;Res;Oak Alley	
Leasehold/Fee Simple	Fee simple	Fee simple		Fee simple		Fee simple	
Site	13000 sf	22600 sf	-9,600	1.03 ac	-32,000	16117 sf	-3,100
View	B;Res;Preserve	N;Res;	+5,000	N;Res;	+5,000	B;Res;Preserve	
Design (Style)	DT2;Contemp	DT1;Ranch	0	DT1;Contemp	0	DT1;Contemp	0
Quality of Construction	Q3	Q3	-25,000	Q3		Q3	
Actual Age	0	9	0	9	0	0	
Condition	C1	C2	0	C3	0	C1	
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	0	Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	10 6 4.1	9 5 5.0	-2,000	9 5 4.0	+2,000	8 4 3.0	+6,000
Gross Living Area	3,914 sq. ft.	4,150 sq. ft.	-4,700	3,660 sq. ft.	+5,100	2,750 sq. ft.	+23,300
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	Adequate	Adequate		Adequate		Adequate	
Heating/Cooling	Central	Central		Central		Central	
Energy Efficient Items	None	None		None		None	
Garage/Carport	3ga3dw	3ga3dw		4ga4dw	-5,000	3ga3dw	
Porch/Patio/Deck	Screen porch	Screen porch		Screen porch		Screen porch	
Pool etc	No pool	Pool	-15,000	Pool/Spa	-20,000	No pool	
Net Adjustment (Total)		[ ] + [X] -	$ -51,300	[ ] + [X] -	$ -44,900	[X] + [ ] -	$ 26,200
Adjusted Sale Price of Comparables		Net Adj: -14% Gross Adj : 17%	$ 308,700	Net Adj: -13% Gross Adj: 20%	$ 305,100	Net Adj: 9% Gross Adj: 12%	$ 307,175

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales

ITEM	SUBJECT	COMPARABLE SALE # 4	COMPARABLE SALE # 5	COMPARABLE SALE # 6
Date of Prior Sale/Transfer	05/29/2014			06/12/2014
Price of Prior Sale/Transfer	$95,000			$52,000
Data Source(s)	Mult site/County appraiser	County appraiser/mls	County appraiser/mls	Multi Site/County appraiser
Effective Date of Data Source(s)	01/22/2015	01/22/2015	01/22/2015	01/22/2015

Analysis of prior sale or transfer history of the subject property and comparable sales No other sales activity involving the subject noted in the last 3 years or comps in the 12 months prior to most recent sales date.

Summary of Sales Comparison Approach Comp 4 is 3+ miles away but is included as it is a recent sale in the competitive marketplace and brackets overall gla. Comp 5 is a similar sized home located just over 1 mile away in the competitive marketplace.

Comp 6 is a pending new construction home, scheduled for completion in February 2015 (same builder). Per agent it is a cash transaction with no seller concessions.

A weighted average is allocated to all sales utilized. Comps 1-3 are given the most weight, requiring the least adjustments. Comps 4 and 5 offer support. Listings are not weighted but included as they do tend to enforce the principles of substitution & competition.

ACJ Financial, Inc
EXTRA COMPARABLES 7-8-9

File No. 1501020
FHA Case#. 094-7069327-703

Borrower Mendoza, Yoismel
Property Address 2523 Madewood Dr
City Fort Pierce County Saint Lucie State FL Zip Code 34981
Lender/Client FBC Mortgage, LLC Address 189 S. Orange Ave #970, Orlando, Fl 32801

SALES COMPARISON ANALYSIS

FEATURE	SUBJECT	COMPARABLE SALE # 7		COMPARABLE SALE # 8		COMPARABLE SALE # 9	
Address	2523 Madewood Dr Fort Pierce, FL 34981	2412 River Branch Dr Fort Pierce, FL 34981					
Proximity to Subject		0.76 miles S					
Sale Price	$ 302,900		$ 399,000		$		$
Sale Price/Gross Liv. Area	$ 77.39 sq. ft.	$ 110.28 sq. ft.		$ sq. ft.		$ sq. ft.	
Data Source(s)		Rmls #10070132;DOM 138					
Verification Source(s)		County appraiser/Mls					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing		Listing					
Concessions		None;0					
Date of Sale/Time		Active	-20,000				
Location	N;Res;Oak Alley	N;Res;River Branch	0				
Leasehold/Fee Simple	Fee simple	Fee simple					
Site	13000 sf	21780 sf	-8,800				
View	B;Res;Preserve	N;Res;	+5,000				
Design (Style)	DT2;Contemp	DT1;Contemp	0				
Quality of Construction	Q3	Q3	-25,000				
Actual Age	0	8	0				
Condition	C1	C3	0				
Above Grade Room Count (Total / Bdrms / Baths)	10 / 6 / 4.1	8 / 4 / 3.1	+4,000				
Gross Living Area	3,914 sq. ft.	3,618 sq. ft.	+5,900	sq. ft.		sq. ft.	
Basement & Finished Rooms Below Grade	0sf	0sf					
Functional Utility	Adequate	Adequate					
Heating/Cooling	Central	Central					
Energy Efficient Items	None	None					
Garage/Carport	3ga3dw	3ga3dw					
Porch/Patio/Deck	Screen porch	Covered porch	+1,000				
Pool etc	No pool	No pool					
Net Adjustment (Total)		[ ] + [X] -	$ -37,900	[ ] + [ ] -	$ 0	[ ] + [ ] -	$ 0
Adjusted Sale Price of Comparables		Net Adj: -9% Gross Adj : 17%	$ 361,100	Net Adj: 0% Gross Adj: 0%	$ 0	Net Adj: 0% Gross Adj: 0%	$ 0

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales

ITEM	SUBJECT	COMPARABLE SALE # 7	COMPARABLE SALE # 8	COMPARABLE SALE # 9
Date of Prior Sale/Transfer	05/29/2014			
Price of Prior Sale/Transfer	$95,000			
Data Source(s)	Mult site/County appraiser	County appraiser/mls		
Effective Date of Data Source(s)	01/22/2015	01/22/2015		

Analysis of prior sale or transfer history of the subject property and comparable sales No other sales activity involving the subject noted in the last 3 years or comps in the 12 months prior to most recent sales date.

Summary of Sales Comparison Approach Comp 7 is an additional listing in the competitive marketplace, adjusted at 5% for list to sell ratios but may require further discounts to bring in line with current sales activity.

Borrower	Mendoza, Yoismel						
Property Address	2523 Madewood Dr						
City	Fort Pierce	County	Saint Lucie	State	FL	Zip Code	34981
Lender/Client	FBC Mortgage, LLC		Address 189 S. Orange Ave #970, Orlando, Fl 32801				

FHA GUIDELINES:

The subject meets HUD's minimum property standards for existing homes as outlined in handbooks 4150.2 and 4905.1

INTENDED USE/USERS:

The use of the appraisal is to support FHA's decision to provide mortgage insurance on the real property that is the subject of the appraisal. Therefore the indented users include the lender/client and FHA/HUD.

READILY OBSERVABLE INSPECTION:

The appraiser made an interior and exterior inspection of all readily accessible areas of the subject property improvements. The appraiser has noted all readily observable conditions of the subject property, that is, conditions that are immediately noticeable and discernible during a typical site visit. The appraiser operated the plumbing, heating, and electrical systems to determine if they are operational; however, appraiser is not responsible for testing the functionality or capacity of these systems. The appraiser is not a home inspector, and this appraisal report is not a home inspection; the appraiser only performed a visual observation of accessible areas and the appraisal report cannot be relied upon to disclose conditions and/or defects in the property.

As per HUD Handbook 4150.2 Appendix D, page D-7: "FHA appraisals are no guarantee that the property is free from defects. The appraisal only establishes the value of the property for mortgage insurance purposes. Buyers need to secure their own home inspections through the services of a qualified inspector and satisfy themselves about the condition of the property."

SUBJECT UTILITIES:

The home was vacant at the time of inspection. All utilities (power & water) were on and the plumbing, electrical and mechanical systems were in good working order. A head and shoulders inspection of the attic was performed. No adverse conditions noted.

PREDOMINANT VALUE:

The subject is above the predominant price for the area but is well within the neighborhood range of values and not adverse. It is not considered an over improvement.

PHOTOS:

All photos of the subject & comparables were taken on or around the date of inspection and were taken by the appraiser.

ADDITIONAL COMMENT:

Note comp 1 does have an inground pool. However, the final closing price for comp 1 of $294,350 did not include a swimming pool. It does currently have a pool. Originally one of the sales staff informed the appraiser that the pool was included in the sales price (it was used as a pool home in a previous appraisal). However, a further converstation was had with Pamela Langdon at Maronda homes, who was the actual agent that sold the house. She informed the appraiser that the $294,350 price did not include the pool. A $7,500 dollar deposit was taken separately and given to the pool builder and the remaining cost of the pool was paid for by the buyers outside of closing.

Market Conditions Addendum to the Appraisal Report

File No. 1501020
FHA Case#. 094-7069327-703

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 2523 Madewood Dr City Fort Pierce State FL ZIP Code 34981

Borrower Mendoza, Yoismel

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include that data in the analysis. If data sources provide all the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	32	14	11	[ ] Increasing [X] Stable [ ] Declining
Absorption Rate (Total Sales/Months)	5.33	4.67	3.67	[ ] Increasing [X] Stable [ ] Declining
Total # of Comparable Active Listings	26	25	34	[ ] Declining [ ] Stable [X] Increasing
Months of Housing Supply (Total Listings/Ab. Rate)	4.88	5.35	9.26	[ ] Declining [ ] Stable [X] Increasing

Median Sales & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sales Price	215,500	210,000	250,000	[X] Increasing [ ] Stable [ ] Declining
Median Comparable Sales Days on Market	111	101	81	[ ] Declining [X] Stable [ ] Increasing
Median Comparable List Price	268,500	277,750	321,950	[X] Increasing [ ] Stable [ ] Declining
Median Comparable Listings Days on Market	154	136	57	[X] Declining [ ] Stable [ ] Increasing
Median Sale Price as % of List Price	97%	98%	97%	[ ] Increasing [X] Stable [ ] Declining
Seller-(developer, builder, etc,) paid financial assistance prevalent?	[ ] Yes	[X] No		[ ] Declining [X] Stable [ ] Increasing

Explain in detail seller concessions trends for the past 12 months (e.g. seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs condo fees, options, etc.)

SELLER CONTRIBUTIONS TOWARDS BUYER'S CLOSING COSTS ARE TYPICAL FOR THIS TYPE OF MARKET BUT NOT NECESSARY PREVALENT.

Are foreclosure sales (REO sales) a factor in the market? [ ] Yes [X] No If yes, explain (including the trends in listings and sales of foreclosed properties).

BOTH SHORT SALES AND FORECLOSURE PROPERTIES ARE A FACTOR IN THE SURROUNDING LOCAL MARKET BUT THEY ARE NOT NECESSARILY A DRIVING FORCE WITH REGARD TO MARKET VALUE IN THE SUBJECT'S IMMEDIATE MARKET SEGMENT.

Cite data sources for above information.

MLS/REALTY TRAC.

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales, and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

There were a total of 57 Comparable Settled Sales in the past 12 months.
The Median Sales Price for the prior 7-12 months was $215,500 and for the current to prior 3 months is $250,000.
The Months Supply for the prior 7-12 months was 5 and 9 for the current to prior 3 month period.
The Median Days on Market for the prior 7-12 months was 111 and 81 for the current to prior 3 month period.
The statistics above were generated from an exported MLS market search. Details regarding the calculations and process can be found online at http://bradfordsoftware.com/1004mc/calc.shtml.

CONDO/CO-OP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				[ ] Increasing [ ] Stable [ ] Declining
Absorption Rate (Total Sales/Months)				[ ] Increasing [ ] Stable [ ] Declining
Total # of Active Comparable Listings				[ ] Declining [ ] Stable [ ] Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				[ ] Declining [ ] Stable [ ] Increasing

Are foreclosures sales (REO sales) a factor in the project? [ ] Yes [ ] No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature		Signature	
Appraiser Name	Adam Jones	Supervisor Name	
Company Name	ACJ Financial, Inc	Company Name	
Company Address	874 SE Roulette Ln, Port Saint Lucie, FL 34983	Company Address	
State License/Certification #	Cert Res Rd 3195 State FL	State License/Certification #	State
Email Address	ajones2153@aol.com	Email Address	

Uniform Residential Appraisal Report

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature
Name Adam Jones
Company Name ACJ Financial, Inc
Company Address 874 SE Roulette Ln
Port Saint Lucie, FL 34983
Telephone Number 772-473-0338
Email Address ajones2153@aol.com
Date of Signature and Report 01/26/2015
Effective Date of Appraisal 01/21/2015
State Certification # Cert Res Rd 3195
or State License #
or Other (describe) State #
State FL
Expiration Date of Certification or License 11/30/2016

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

ADDRESS OF PROPERTY APPRAISED
2523 Madewood Dr
Fort Pierce, FL 34981

APPRAISED VALUE OF SUBJECT PROPERTY $ 305,000

LENDER/CLIENT
Name Accusured Management, LLC AMC #MC94
Company Name FBC Mortgage, LLC
Company Address 189 S. Orange Ave #970
Orlando, Fl 32801
Email Address

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES
☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

APPRAISAL COMPLIANCE ADDENDUM

File No. 1501020
FHA Case#094-7069327-703

Borrower/Client Mendoza, Yoismel
Address 2523 Madewood Dr Unit No.
City Fort Pierce County Saint Lucie State FL Zip Code 34981
Lender/Client FBC Mortgage, LLC

This Appraisal Compliance Addendum is included to ensure this appraisal report meets all USPAP 2014 requirements.

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

[X] Appraisal Report — This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).

[ ] Restricted Appraisal Report — This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to parties involved
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
- This report has been prepared in accordance with Title XI of FIRREA as amended, and any implementing regulations.

PRIOR SERVICES

- [X] I have **NOT** performed services, as an appraiser or in another other capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- [ ] I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

- I [X] **HAVE** made a personal inspection of the property that is the subject of this report.
- I [ ] have **NOT** made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements: This appraisal was ordered in compliance with appraisal independence "AIR" and mortgagee letter 2009-28.

Definition of exposure time: "The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value of the effective date of appraisal ". Exposure time is a retrospective opinion based on analysis of past events assuming a competitive and open market. This may differ from marketing times stated on page 1 and in the MC addendum as marketing time is the typical length of time the properties in this neighborhood would be expected to be on the market prior to a sales agreement.

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

[X] A reasonable marketing time for the subject property is 90-120 day(s) utilizing market conditions pertinent to the appraisal assignment.

[X] A reasonable exposure time for the subject property is 60-90 day(s).

APPRAISER	SUPERVISORY APPRAISER (ONLY IF REQUIRED)
Signature	Signature
Name Adam Jones	Name
Date of Signature 01/26/2015	Date of Signature
State Certification # Cert Res Rd 3195	State Certification #
or State License #	or State License #
State FL	State
Expiration Date of Certification or License 11/30/2016	Expiration Date of Certification or License
	Supervisory Appraiser Inspection of Subject Property:
Effective Date of Appraisal 01/21/2015	[ ] Did Not [ ] Exterior Only from street [ ] Interior and Exterior

UAD Version 9/2011 Produced by ClickFORMS Software 800-622-8727

ACJ Financial, Inc

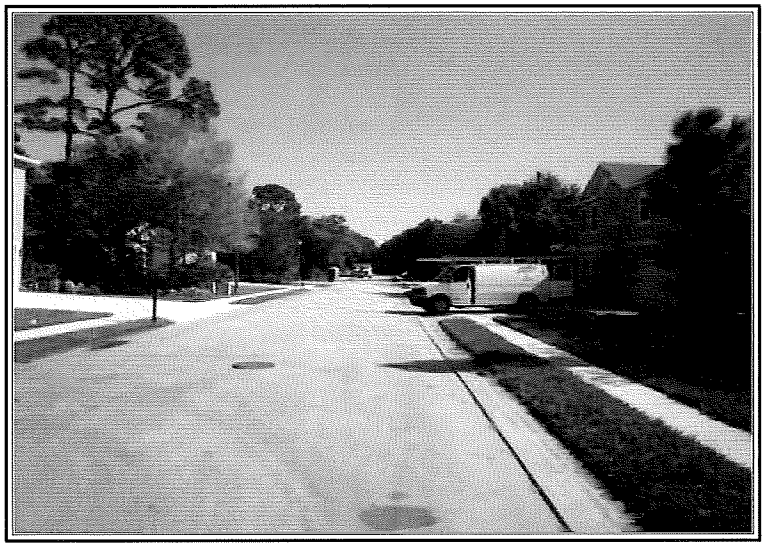
SUBJECT PHOTO ADDENDUM

File No. 1501020
FHA Case#. 094-7069327-703

Borrower	Mendoza, Yoismel						
Property Address	2523 Madewood Dr						
City	Fort Pierce	County	Saint Lucie	State	FL	Zip Code	34981
Lender/Client	FBC Mortgage, LLC			Address	189 S. Orange Ave #970, Orlando, Fl 32801		

FRONT OF SUBJECT PROPERTY
2523 Madewood Dr
Fort Pierce, FL 34981

REAR OF SUBJECT PROPERTY



STREET SCENE

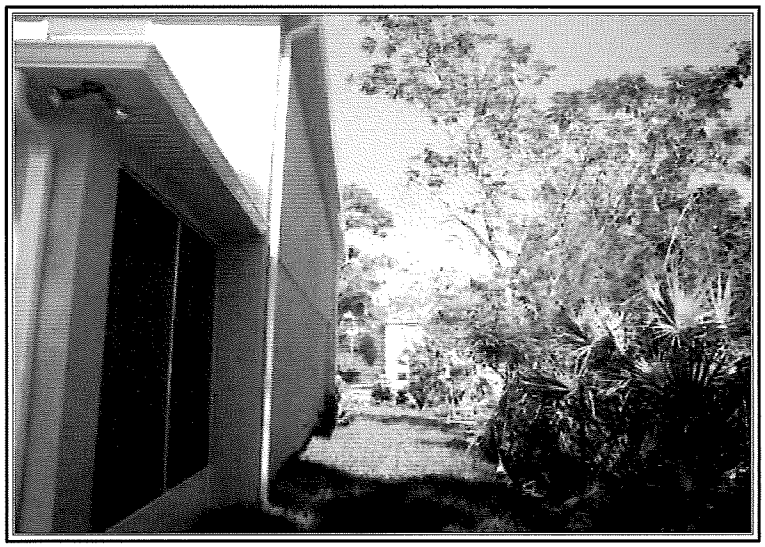
ACJ Financial, Inc

SUBJECT PHOTO ADDENDUM

File No. 1501020
FHA Case#. 094-7069327-703

Borrower Mendoza, Yoismel
Property Address 2523 Madewood Dr
City Fort Pierce County Saint Lucie State FL Zip Code 34981
Lender/Client FBC Mortgage, LLC Address 189 S. Orange Ave #970, Orlando, Fl 32801

Additional street



Side

Side

ACJ Financial, Inc

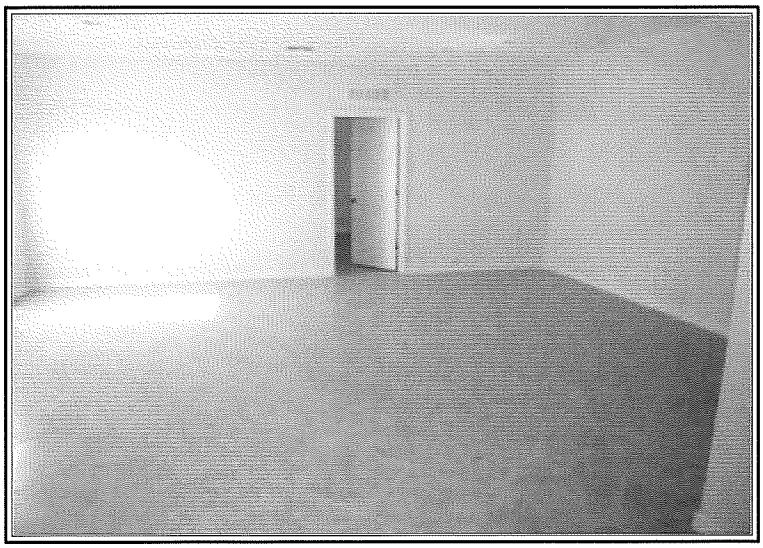
SUBJECT PHOTO ADDENDUM

File No. 1501020
FHA Case#. 094-7069327-703

Borrower	Mendoza, Yoismel						
Property Address	2523 Madewood Dr						
City	Fort Pierce	County	Saint Lucie	State	FL	Zip Code	34981
Lender/Client	FBC Mortgage, LLC			Address	189 S. Orange Ave #970, Orlando, Fl 32801		

View

Kitchen



Family room

ACJ Financial, Inc

SUBJECT PHOTO ADDENDUM

File No. 1501020
FHA Case#. 094-7069327-703

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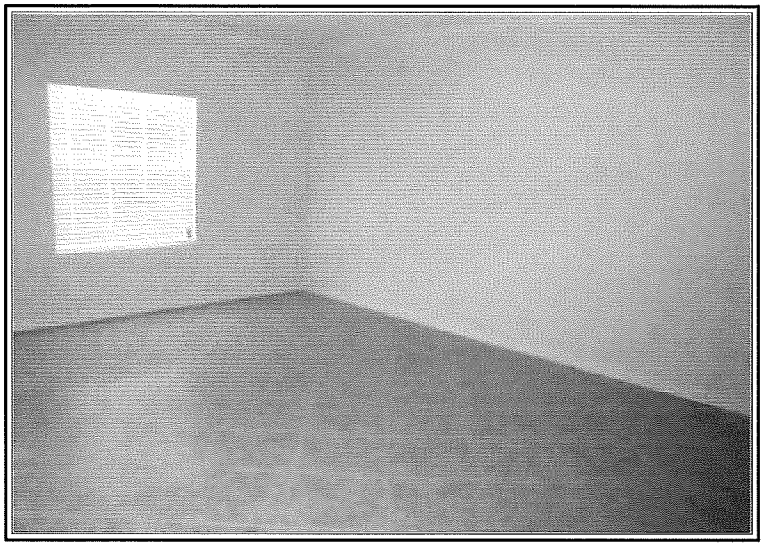
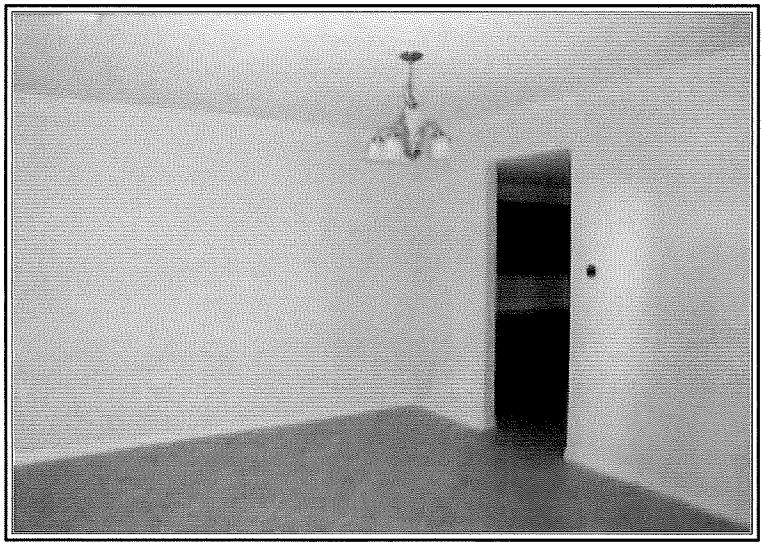
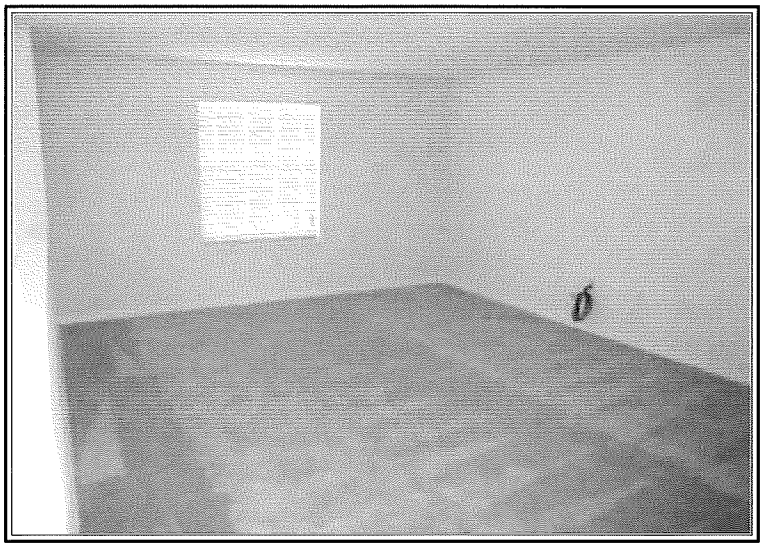
City	Fort Pierce	County	Saint Lucie	State	FL	Zip Code	34981
Lender/Client	FBC Mortgage, LLC		Address	189 S. Orange Ave #970, Orlando, Fl 32801			



Living room



Dining area



Loft

ACJ Financial, Inc

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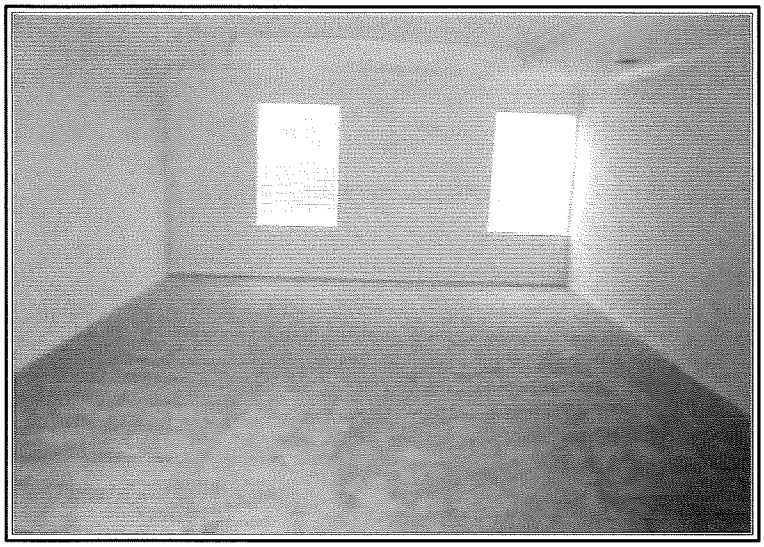
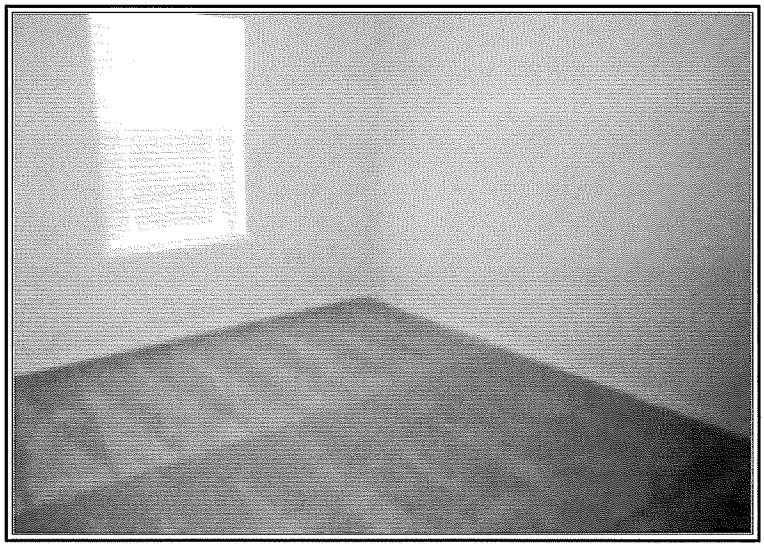
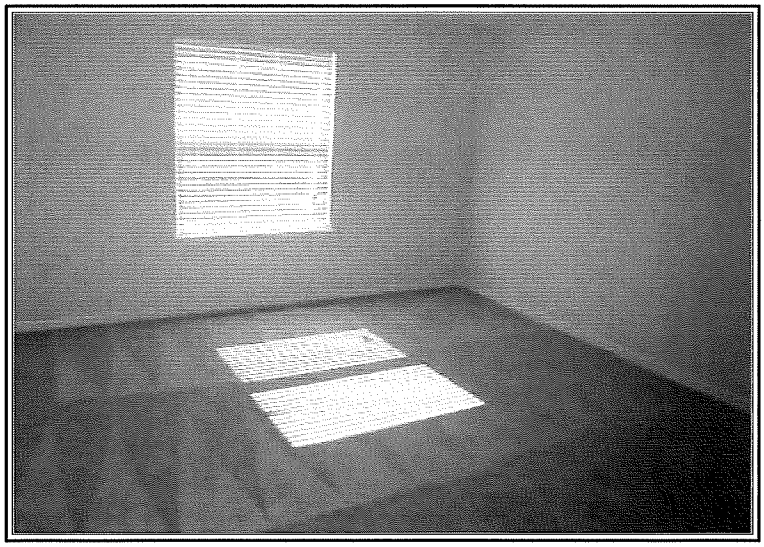


Bedroom



Bedroom



Bedroom

ACJ Financial, Inc

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FHA Case#. 094-7069327-703

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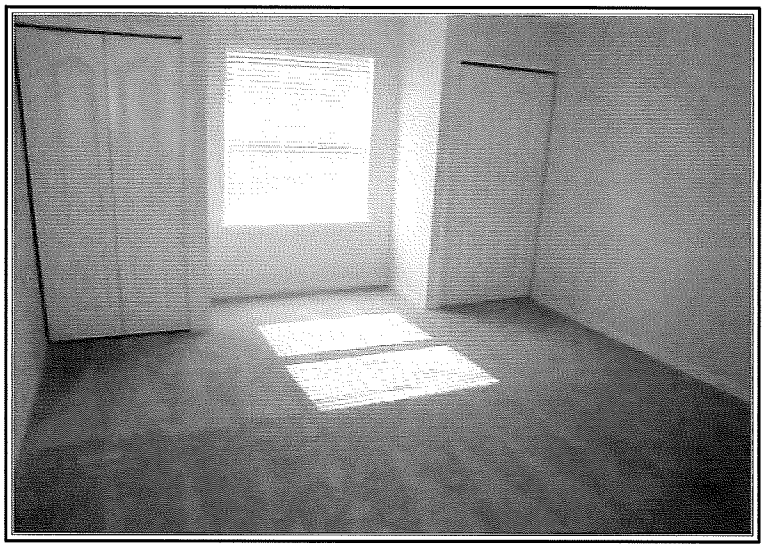
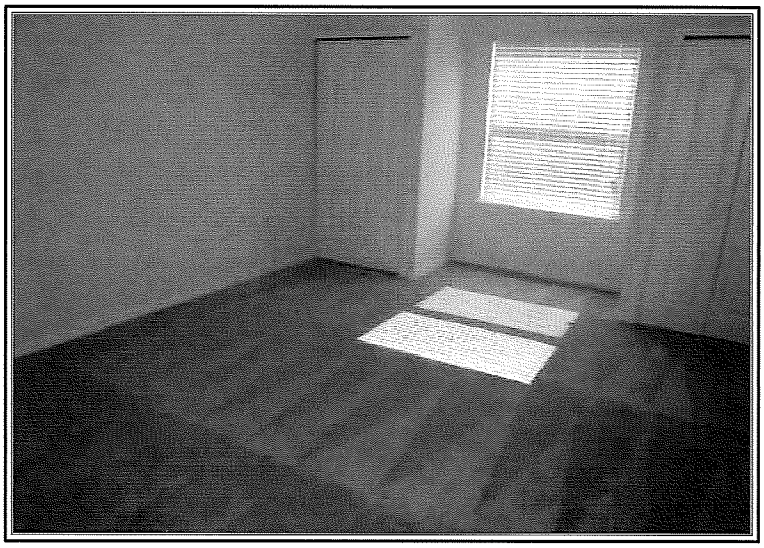
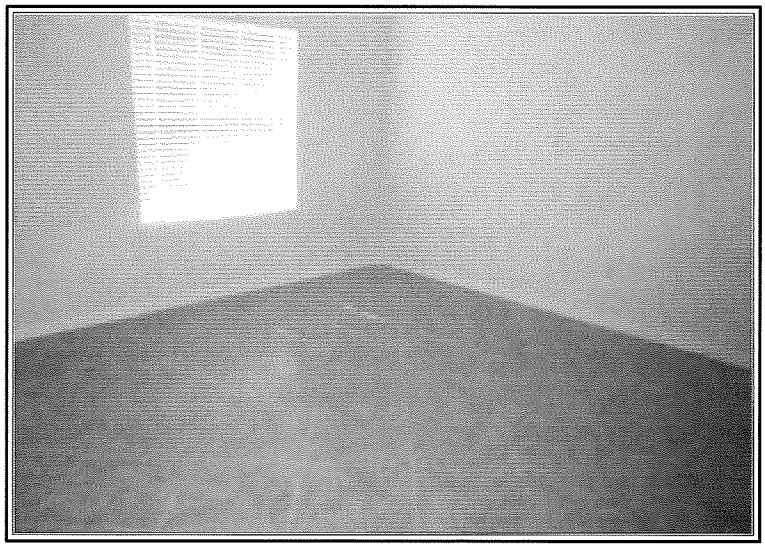


Bedroom



Bedroom



Bedroom

ACJ Financial, Inc

SUBJECT PHOTO ADDENDUM

File No. 1501020
FHA Case#. 094-7069327-703

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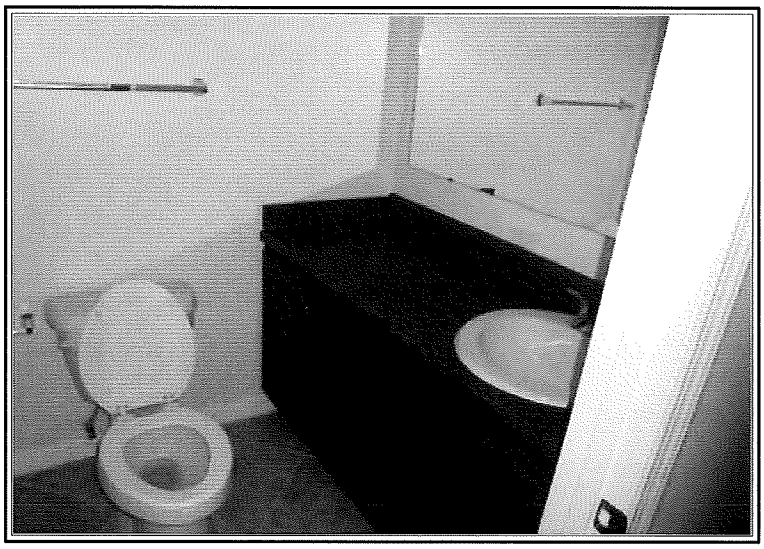
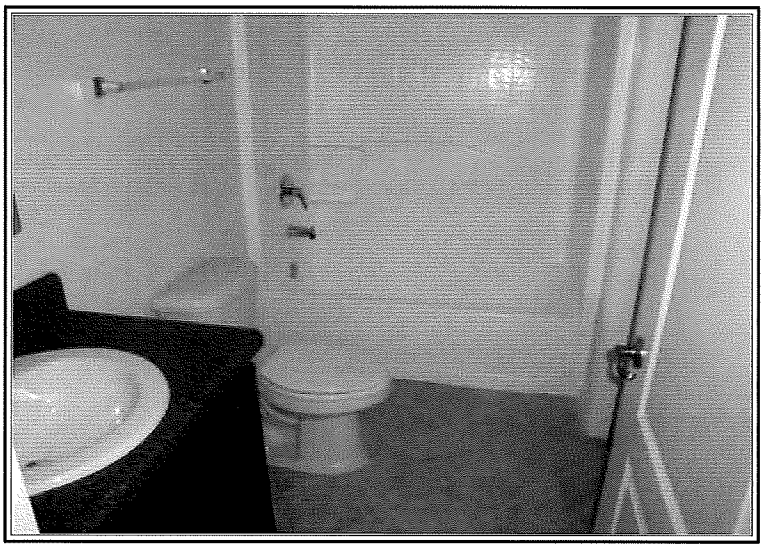
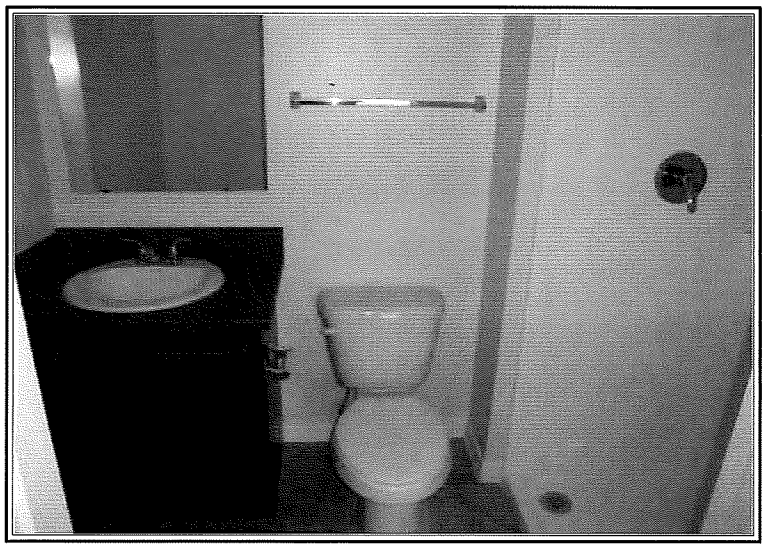


Bathroom



Bathroom



Bathroom

ACJ Financial, Inc

SUBJECT PHOTO ADDENDUM

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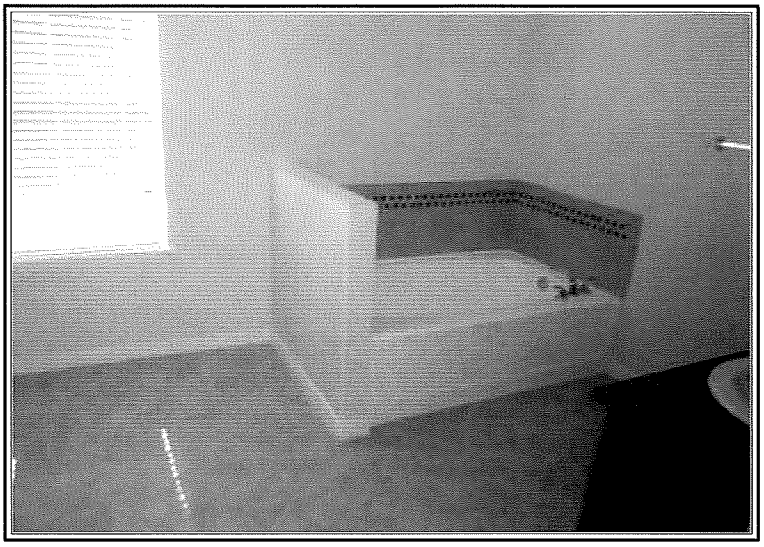
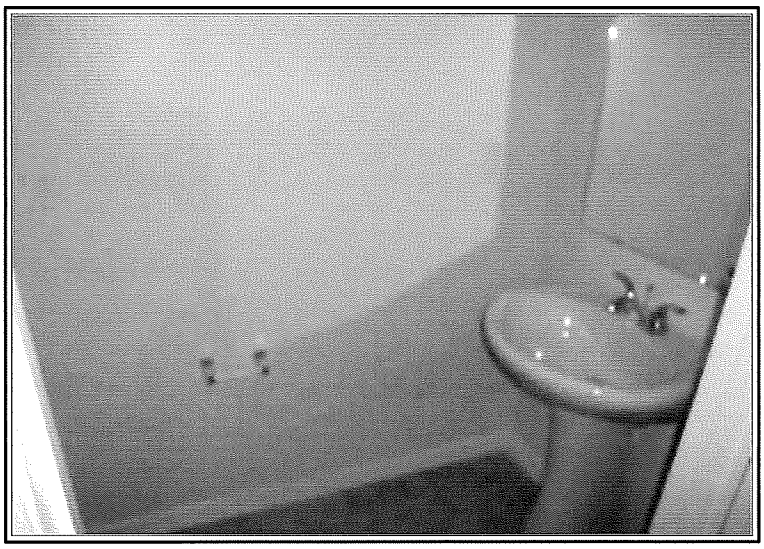


Bathroom



1/2 bath

Attic

ACJ Financial, Inc

SUBJECT PHOTO ADDENDUM

File No. 1501020
FHA Case#. 094-7069327-703

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City	Fort Pierce	County	Saint Lucie	State	FL	Zip Code	34981
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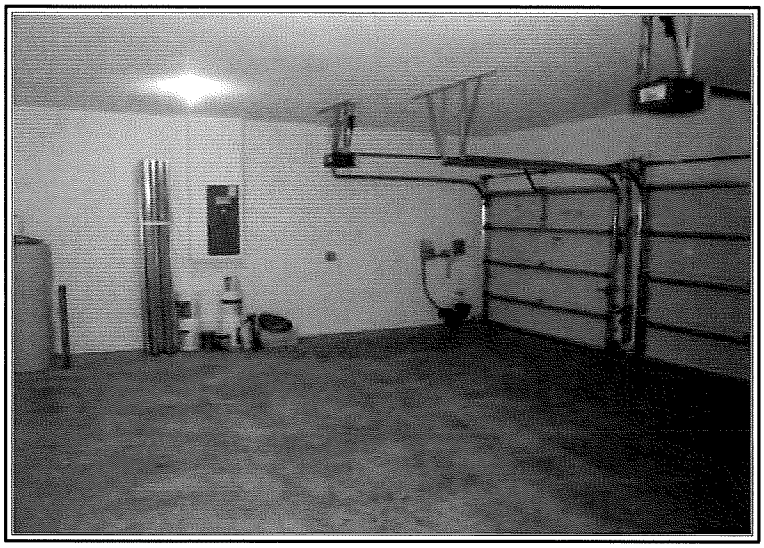
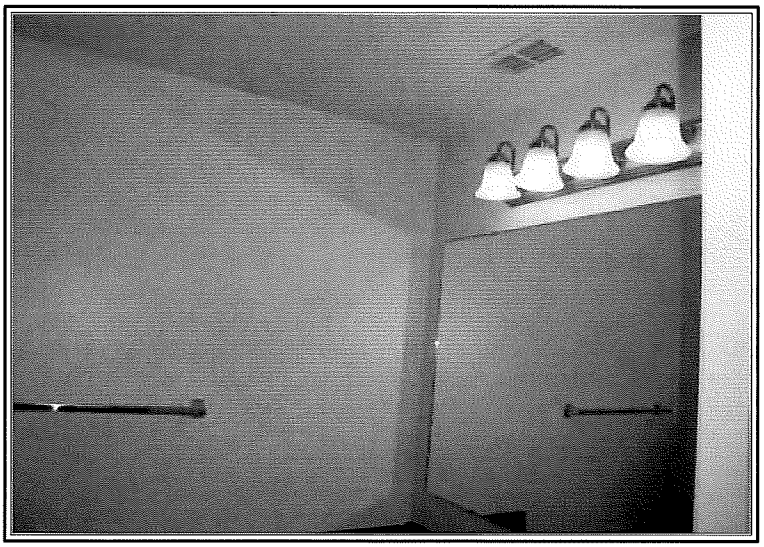


Garage

Running Water



Lights on

File No. 1501020
FHA Case#. 094-7069327-703

Borrower Mendoza, Yoismel
Property Address 2523 Madewood Dr
City Fort Pierce County Saint Lucie State FL Zip Code 34981
Lender/Client FBC Mortgage, LLC Address 189 S. Orange Ave #970, Orlando, Fl 32801

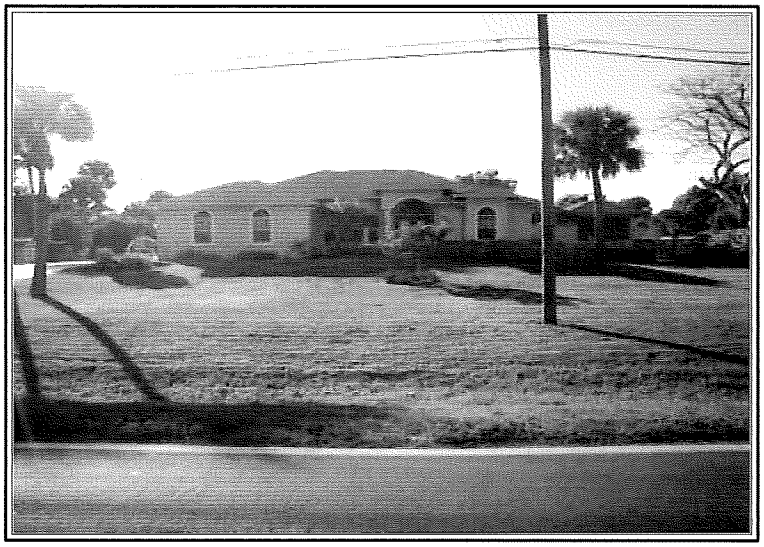
COMPARABLE SALE # 1
2508 Madewood Dr
Fort Pierce, FL 34981

COMPARABLE SALE # 2
460 NW Dover Ct
Port St. Lucie, Fl 34983

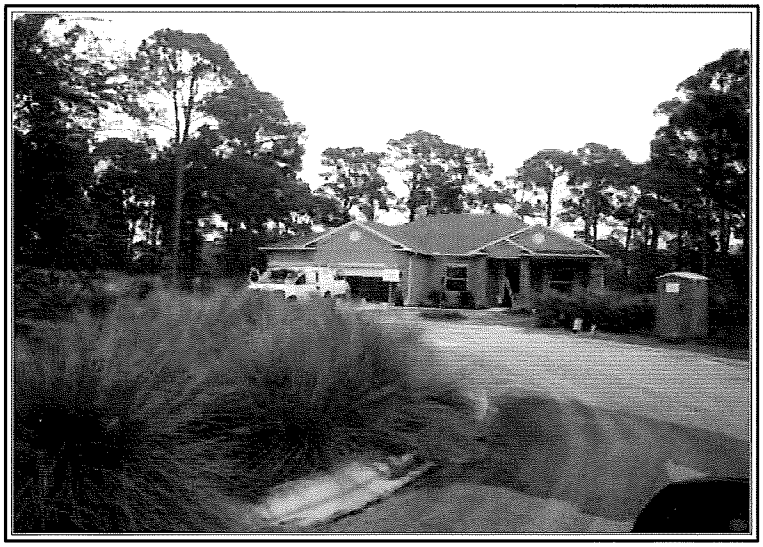
COMPARABLE SALE # 3
5854 NW Ethel Ct
Port Saint Lucie, FL 34986

Borrower Mendoza, Yoismel
Property Address 2523 Madewood Dr
City Fort Pierce County Saint Lucie State FL Zip Code 34981
Lender/Client FBC Mortgage, LLC Address 189 S. Orange Ave #970, Orlando, Fl 32801

COMPARABLE SALE # 4
5359 NW Akbar Ter
Port Saint Lucie, FL 34986



COMPARABLE SALE # 5
4551 Oleander Ave
Fort Pierce, FL 34982



COMPARABLE SALE # 6
2704 Oak Alley Dr
Fort Pierce, FL 34981

File No. 1501020
FHA Case#. 094-7069327-703

Borrower Mendoza, Yoismel
Property Address 2523 Madewood Dr
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Lender/Client FBC Mortgage, LLC Address 189 S. Orange Ave #970, Orlando, Fl 32801

COMPARABLE SALE # 7
2412 River Branch Dr
Fort Pierce, FL 34981

COMPARABLE SALE # 8

COMPARABLE SALE # 9

ACJ Financial, Inc
Additional Comp photos

File No. 1501020
FHA Case#. 094-7069327-703

Borrower Mendoza, Yoismel
Property Address 2523 Madewood Dr
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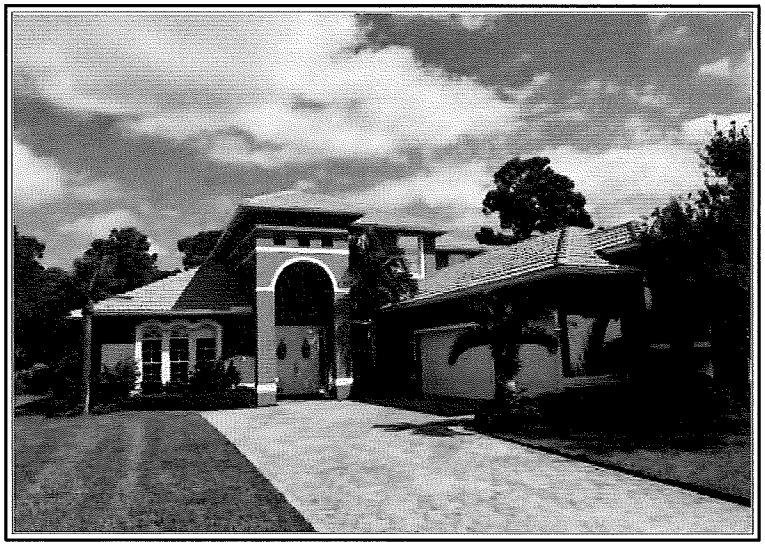


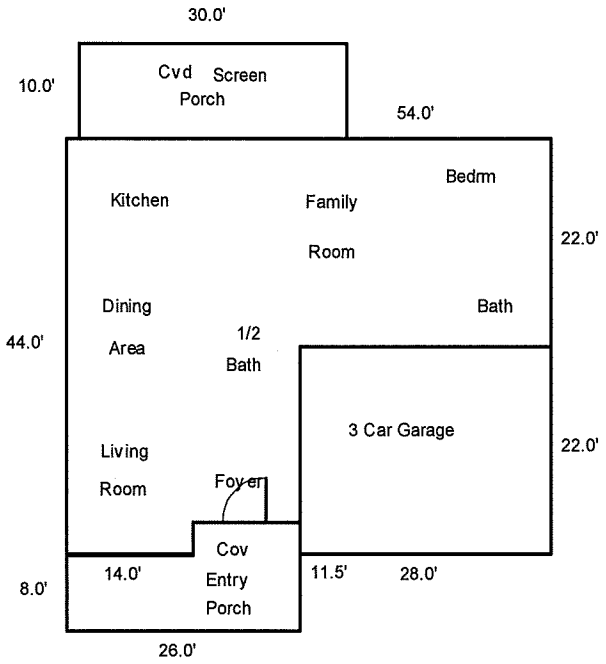
460 NW Dover Ct - Mls photo -- gated

ACJ Financial, Inc
SKETCH ADDENDUM

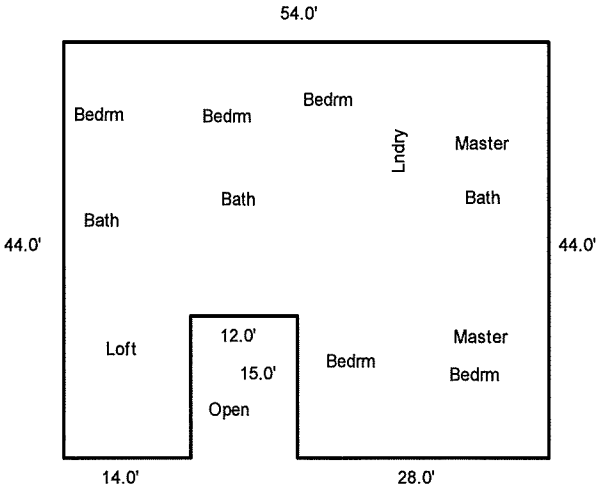
File No. 1501020
FHA Case#. 094-7069327-703

Borrower Mendoza, Yoismel
Property Address 2523 Madewood Dr
City Fort Pierce County Saint Lucie State FL Zip Code 34981
Lender/Client FBC Mortgage, LLC Address 189 S. Orange Ave #970, Orlando, Fl 32801

First Floor



Second Floor



ACJ Financial, Inc

SKETCH ADDENDUM

File No. 1501020
FHA Case#. 094-7069327-703

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City Fort Pierce County Saint Lucie State FL Zip Code 34981
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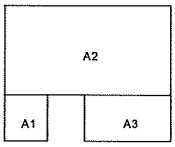
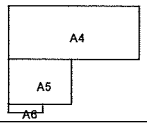
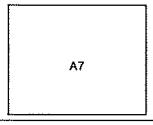
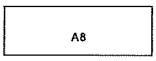
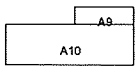
SKETCH CALCULATIONS		Perimeter	Area
	A1 : 14.0 x 15.0 =		210.0
	A2 : 54.0 x 29.0 =		1566.0
	A3 : 28.0 x 15.0 =		420.0
	Second Floor		2196.0
	A4 : 54.0 x 22.0 =		1188.0
	A5 : 26.0 x 18.5 =		481.0
	A6 : 14.0 x 3.5 =		49.0
	First Floor		1718.0
	Total Living Area		**3914.0**
	A7 : 28.0 x 22.0 =		616.0
	Attached Garage		616.0
	Total Garage Area		**616.0**
	A8 : 30.0 x 10.0 =		300.0
	Porch		300.0
	A9 : 12.0 x 3.5 =		42.0
	A10 : 26.0 x 8.0 =		208.0
	Entry Porch		250.0
	Total Porch Area		**550.0**

ACJ Financial, Inc

LOCATION MAP ADDENDUM

File No. 1501020
FHA Case#. 094-7069327-703

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City	Fort Pierce	County	Saint Lucie	State	FL	Zip Code	34981
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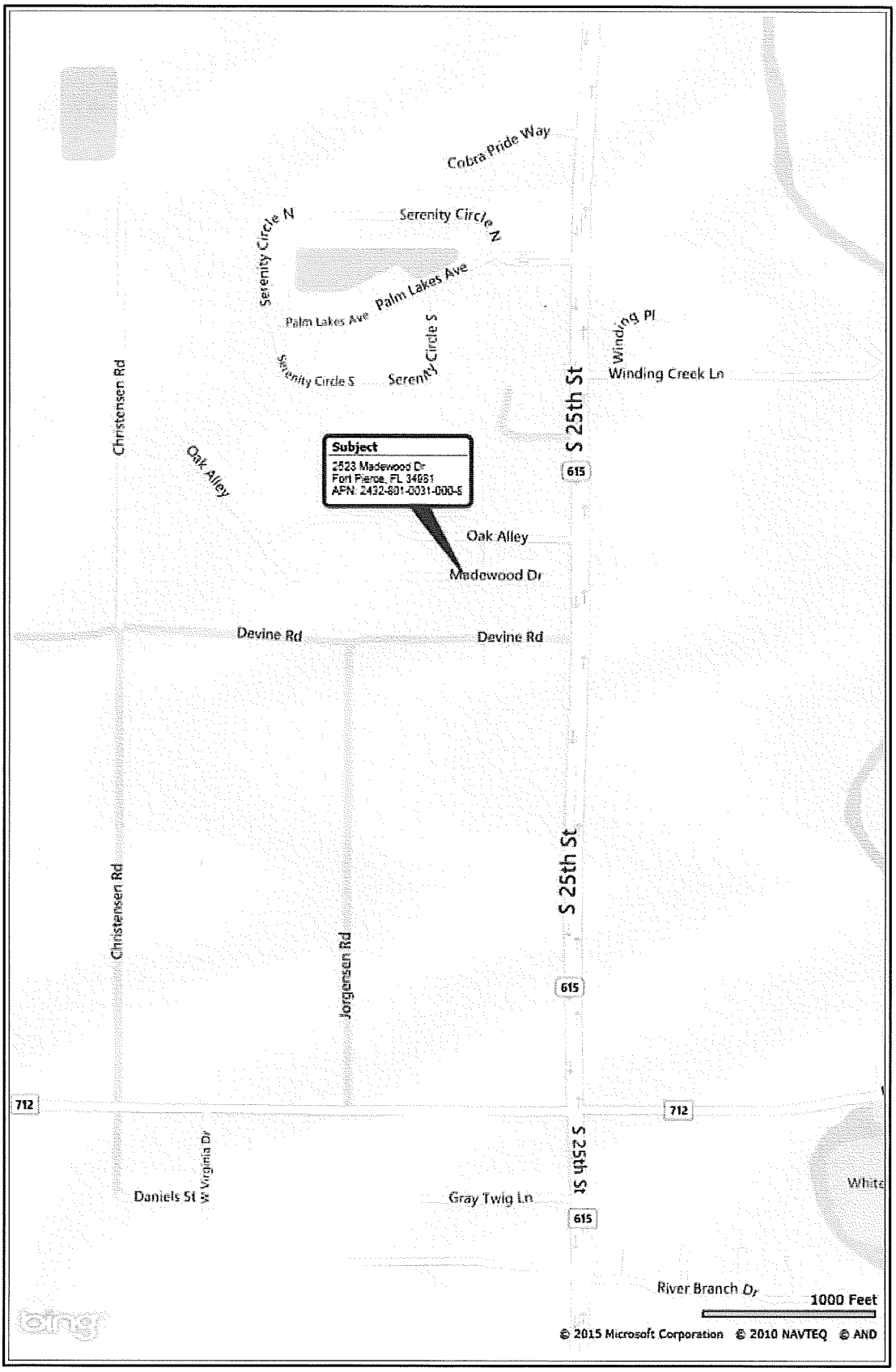


ACJ Financial, Inc

LOCATION MAP ADDENDUM

File No. 1501020

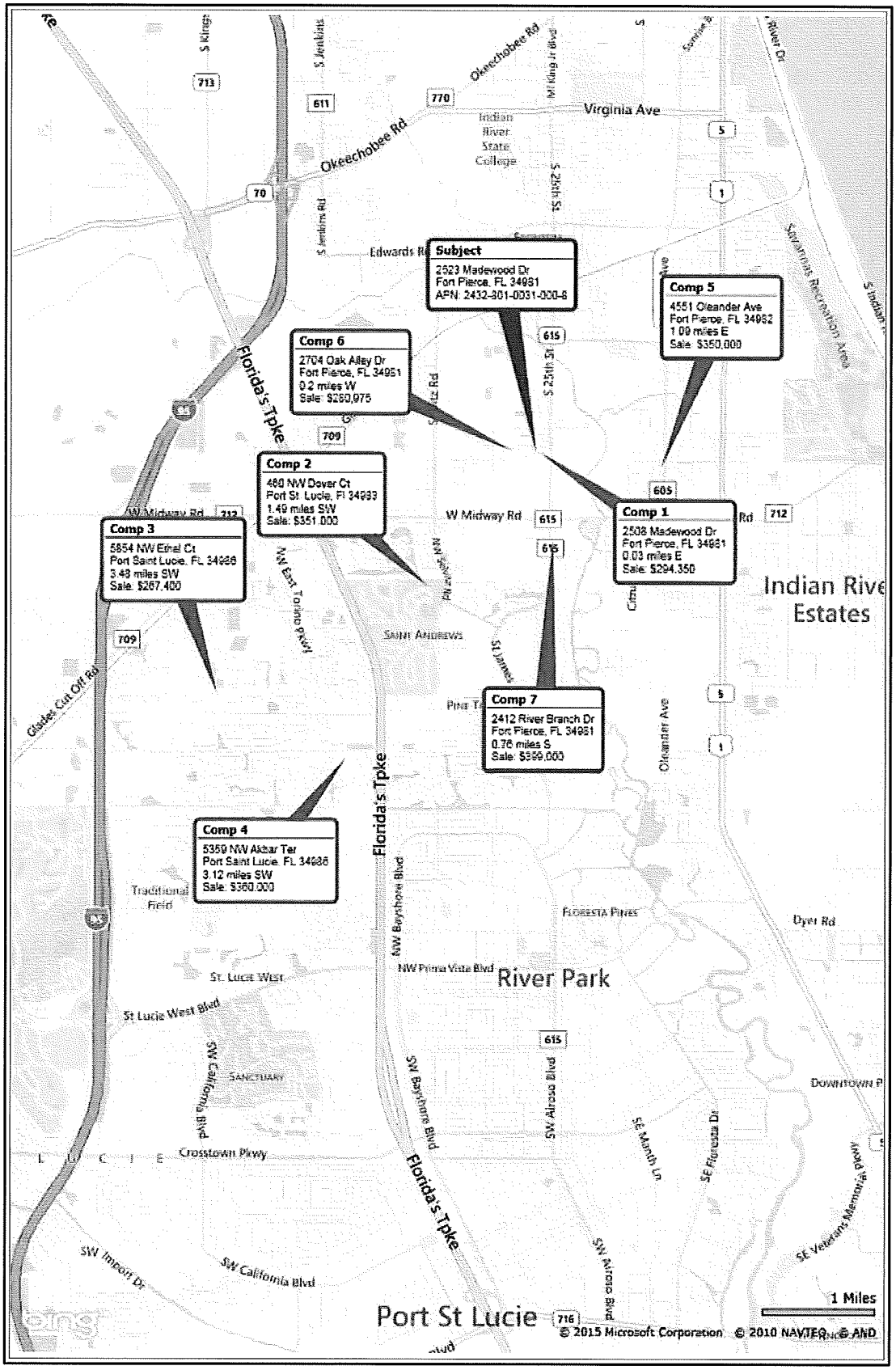
FHA Case#. 094-7069327-703

Borrower Mendoza, Yoismel

Property Address 2523 Madewood Dr

City Fort Pierce | County Saint Lucie | State FL | Zip Code 34981

Lender/Client FBC Mortgage, LLC | Address 189 S. Orange Ave #970, Orlando, Fl 32801



ACJ Financial, Inc

FLOOD MAP ADDENDUM

File No. 1501020

FHA Case#. 094-7069327-703

Borrower Mendoza, Yoismel

Property Address 2523 Madewood Dr

City Fort Pierce County Saint Lucie State FL Zip Code 34981

Lender/Client FBC Mortgage, LLC Address 189 S. Orange Ave #970, Orlando, Fl 32801

Flood Map Legends

Flood Zones

- Areas inundated by 500-year flooding
- Areas outside of the 100 and 500 year flood plains
- Areas inundated by 100-year flooding
- Areas inundated by 100-year flooding with velocity hazard
- Floodway areas
- Floodway areas with velocity hazard
- Areas of undetermined but possible flood hazard
- Areas not mapped on any published FIRM

Flood Zone Determination

SFHA (Flood Zone): **Out**

Within 250 ft. of multiple flood zone? **No**

Community: **120285**

Community Name: **UNINCORPORATED AREA**

Zone: **X** Panel: **12111C 0188J** Panel Date: **02/16/2012**

FIPS Code: **12111** Census Tract: **3814.02**

This Flood Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by the customer. That customer's use of this report is subject to the terms agreed by that customer when accessing this product. No third party is authorized to use or rely on this report for any purpose. NEITHER FIRST AMERICAN FLOOD DATA SERVICES NOR THE SELLER OF THIS REPORT MAKES ANY REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT ACCURACY OR COMPLETENESS OF THIS REPORT INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither FAFDS nor the seller of this Report shall have any liability to any third party for any use or misuse of this Report.

ACJ Financial, Inc

PLAT MAP

File No. 1501020

FHA Case#. 094-7069327-703

Borrower Mendoza, Yoismel

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City Fort Pierce County Saint Lucie State FL Zip Code 34981

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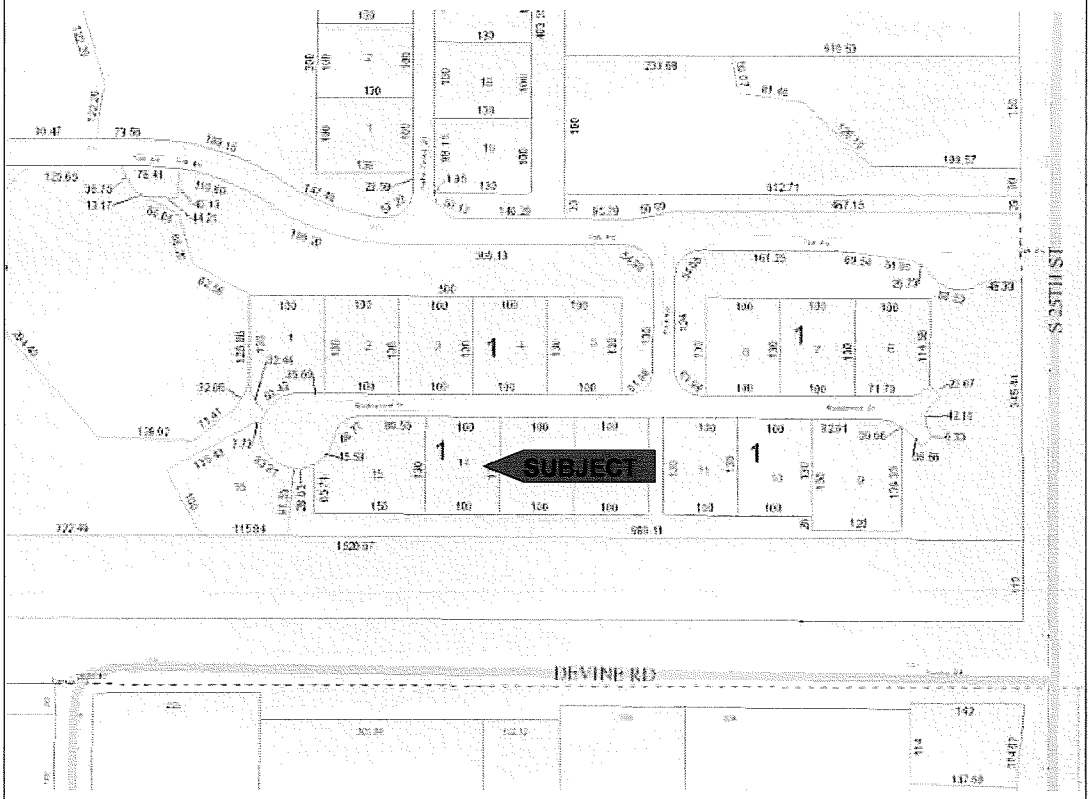

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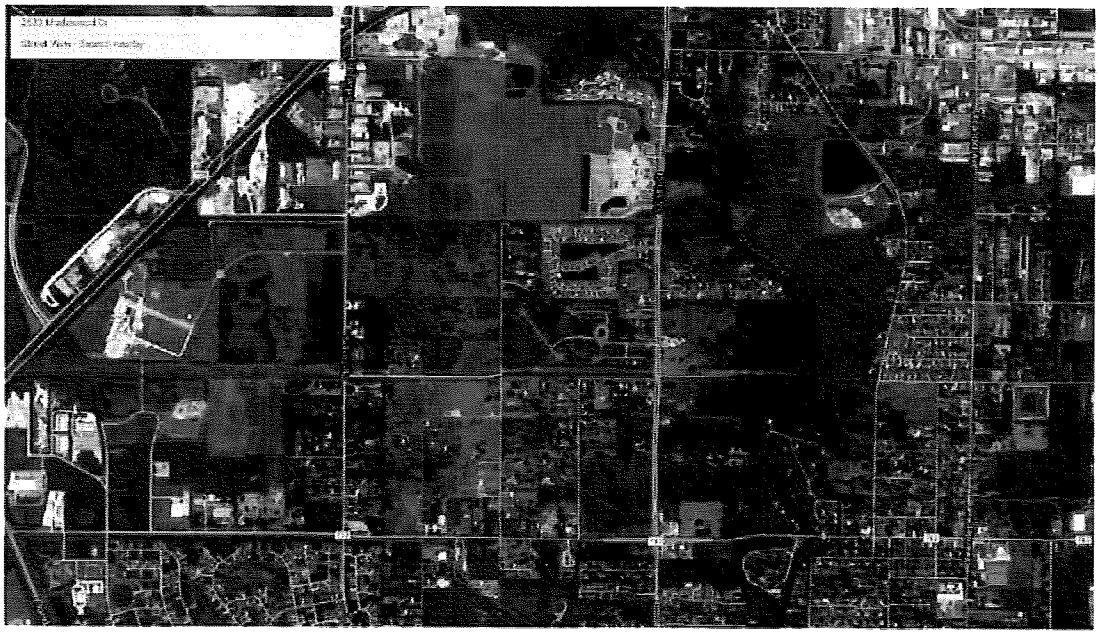
2523 Madewood Dr - Google Maps

Page 1 of 1



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RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER
RD3195

The CERTIFIED RESIDENTIAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS
Expiration date: NOV 30, 2016

JONES, ADAM
874 SE ROULETTE LANE
PORT SAINT LUCIE FL 34983

ISSUED: 09/18/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1409180003340

Borrower Mendoza, Yoismel
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City Fort Pierce County Saint Lucie State FL Zip Code 34981
Lender/Client FBC Mortgage, LLC Address 189 S. Orange Ave #970, Orlando, Fl 32801

GREAT AMERICAN INSURANCE GROUP

301 E. Fourth Street, Cincinnati, OH 45202

DECLARATIONS
for
REAL ESTATE APPRAISERS LIABILITY INSURANCE POLICY

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD.

Insurance is afforded by the company indicated below: (A capital stock corporation)

☒ Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the **Company**.

Policy Number: **RAP3363997-14** Renewal of:

Program Administrator: **Herbert H. Landy Insurance Agency Inc.**
75 Second Ave Suite 410 Needham, MA 02494-2876

Item 1. **Named Insured:** **Adam Jones**

Item 2. **Mailing Address:** **874 SE Roulette Ln**
City, State, Zip Code: **Port St Lucie, FL 34983**

Item 3. **Policy Period:** From **04/21/2014** To **04/21/2015**
(Month, Day, Year) *(Month, Day, Year)*
(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured** as stated in Item 2.)

Item 4. **Limits of Liability:**

A. $ **1,000,000** **Damages** Limit of Liability – Each **Claim**

B. $ **1,000,000** **Claim Expenses** Limit of Liability – Each **Claim**

C. $ **1,000,000** **Damages** Limit of Liability – Policy Aggregate

D. $ **1,000,000** **Claim Expenses** Limit of Liability – Policy Aggregate

Item 5. **Deductible** (Inclusive of **Claim Expenses**):

A. $ **500** Each **Claim**

B. $ **1,000** Aggregate

Item 6. **Premium:** $ **864.00**

1.3% FL Hurricane Fund assessment $11.00
0.8% FL Insurance Guaranty Association assessment $7.00

Item 7. **Retroactive Date** (if applicable): **04/21/2008**

Item 8. **Forms, Notices and Endorsements attached:**
D42100 (05/13) D42300 FL (05 13)
D42402 (05/13) D42403 (05/13)

Authorized Representative

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized condition and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1
The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: *Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2
The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: *The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

C3
The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: *The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

C4
The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: *The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

C5
The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability are somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: *Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

C6
The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: *Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

Quality Ratings and Definitions

Q1
Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2
Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

Q3
Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4
Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5
Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6
Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Requirements - Definitions of Not Updated, Updated and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components meet existing market expectations. Updates do *not* include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:
3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD)
Property Description Abbreviations Used in This Report

File No. 1501020
FHA Case#. 094-7069327-703

Abbreviation	Full Name	May Appear in These Fields
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmLth	Arms Length Sale	Sales or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (Style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Administration	Sale or Financing Concessions
g	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-In Garages	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Desing (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sales or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid Rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PubTrn	Public Transportation	Location
PwrLn	Power Lines	View
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
RT	Row or Townhouse	Design (Style)
s	Settlement Date	Date of Sale/Time
SD	Semi-detached Structure	Design (Style)
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

RE:	Contractor Complaint Affidavit dated April 28, 2016 ("Second Complaint")
Plaintiff:	Liskary "Lis" Hernandez Comask
Respondent:	Port St. Lucie Properties, Inc.
Property Address:	2523 Madewood Drive.
Date:	May 11, 2016

Dear Building Department:

As you are aware, the law firm of Katz and Associates represents Port St. Lucie Properties, Inc. ("PSL Properties") in the matter described above. Please accept this correspondence as PSL Properties' formal Reply to the Second Complaint filed against it by Liskary "Lis" Hernandez Comask on April 28, 2016. A copy of PSL Properties' first Reply to Ms. Comask's first Complaint is attached hereto as Exhibit "A." For the reasons stated below, a finding of no probable cause should be issued by the City of Ft. Pierce in the Second Complaint.

As more particularly stated in PSL Properties' first Reply, the Owners, Ms. Comask and Mr. Yosmiel Mendoza, ("Owners"), and PSL Properties are engaged in a contract dispute over payment and nothing more. Simply stated, the Owners are attempting to frighten and harass PSL Properties into waiving $48,634.24 owed to PSL Properties by the Owners for work already performed. **The $48,634.24 is owed for work in addition to work for which the Owners already paid PSL Properties.** The Owners filed their first Complaint and Second Complaint only after PSL Properties completed almost all repairs and renovations as it was hired to do on the Owners' property, and also after the Owners' most recent bill to PSL Properties came due for work already performed. The Owners refused to pay PSL Properties for the work already completed and repeatedly demanded PSL Properties waive the remainder of its bill, and, if the bill was not waived, the Owners threatened to make a various civil and criminal allegations against PSL Properties. The Owners' threats and wrongful actions are more fully stated in PSL Properties' first Reply.

The Owners' Second Complaint alleges PSL Properties did "not pay the subcontractors working in my house or the materials [sic]." Previously, Owners made partial payments to PSL Properties. PSL Properties did in fact use those partial payments to pay for materials and subcontractors utilized on Owners' property. The Owners are still indebted to PSL Properties in the amount of $48,634.24 owed to PSL Properties by the Owners for work already performed. Much of that amount is owed to the subcontractors and materialmen who Owners claim were not paid. **Because PSL Properties was not fully paid by Owners, PSL Properties lacks the ability to pay the subcontractors and materialmen what is owed to them for the subcontractors' work and materials comprising the $48,634.24 owed to PSL Properties by the Owners. Again, the $48,634.24 is owed for work in addition to work for which the Owners already paid PSL Properties.** PSL Properties lacked the funds to pay for materials and subcontractors which relate to the $48,634.24 owed to it because Owners breached their contract and failed to pay PSL Properties. Upon receipt of all funds owed from Owners, PSL

RE:	Contractor Complaint Affidavit ("Complaint")
Plaintiff:	Liskary "Lis" Hernandez Comask
Respondent:	Port St. Lucie Properties, Inc.
Property Address:	2523 Madewood Drive.
Date:	April 28, 2016

Please be advised the law firm of Katz and Associates represents Port St. Lucie Properties, Inc. ("PSL Properties") in the matter described above. Please accept this correspondence as PSL Properties' formal Reply to the Complaint filed against it. For the reasons stated below, a finding of no probable cause should be issued by the City of Ft. Pierce in this matter.

The dispute between the Owners, Ms. Liskary "Lis" Hernandez Comask and Yosmiel Mendoza, ("Owners"), and PSL Properties is a contract dispute over payment and nothing more. Simply stated, the Owners are attempting to frighten PSL Properties into waiving $48,634.24 owed to PSL Properties by the Owners for work already performed. The Owners filed their Complaint only after PSL Properties completed almost all repairs and renovations as it was hired to do on the Owners' property, and also after the Owners' most recent bill to PSL Properties came due for work already performed. The Owners refused to make any additional payments to PSL Properties for work already completed and repeatedly demanded PSL Properties waive the remainder of its bill, and, if the bill was not waived, the Owners threatened to make a various civil and criminal allegations against PSL Properties. The Owners threatened to falsely report a check the Owners admit to previously giving to PSL Properties as a partial payment was fraudulent and further threatened that a "stop payment" order on said check had been placed. The Owners threatened to wrongfully file liens against the properties of other clients of PSL Properties who have nothing to do with this matter, and they threatened to file complaints against the subcontractors who work for PSL Properties. PSL Properties refused to waive the amounts owed to it from the Owners, and in turn the Owners filed the Complaint with the City containing false allegations as well as another complaint with the Better Business Bureau. The Owners also claim to have filed complaints with the City of Ft. Peirce Police Department, the State Attorney, the Florida Construction Industry Licensing Board, and reporter Andrew Ruiz of WPTV news. However, thus far PSL Properties only received verification of the complaints filed with the Better business Bureau and the City.

Some of the text messages sent by Ms. Liskary "Lis" Hernandez Comask to Mr. Mark Montalto of PSL Properties conveying some of the threats and taunting him over this matter are attached. Several dozen additional pages of text messages, as well as estimates, receipts, invoices, bills, etc., are available for review by the City if needed. However, PSL Properties believes the self-contradictory nature of the Complaint, the City's ability to verify information from its own records, and this response are sufficient to show this matter is a civil contract dispute that belongs in the courts, and that there is no probable cause to be found against PSL Properties. PSL Properties recorded a Claim of Lien against the Owners' property as the first

railings and stairway renovations as part of the requested changes from the original design. The front door and stair upgrades were not yet installed when PSL Properties was fired from the job. The bathroom listed in the BBB complaint was completely redesigned and renovated as part of the upgrades requested by the Owners; the original fixtures were replaced at the owners' request as part of the renovations.

In summation, PSL Properties did not damage the Owners' house. PSL Properties repaired the already existing damage as contracted for by the Owners. Now, the Owners do not want to pay for the work already performed. This is a simple contract dispute and a civil matter that belongs in the courts, and there should be no finding of probable cause against PSL Properties.

If any additional information is needed by the City, please do not hesitate to contact me at your earliest convenience.

Sincerely,
Katz & Associates, LLC
Attorneys for Port St. Lucie Properties, LLC

Mark R. McMullen
For the Firm

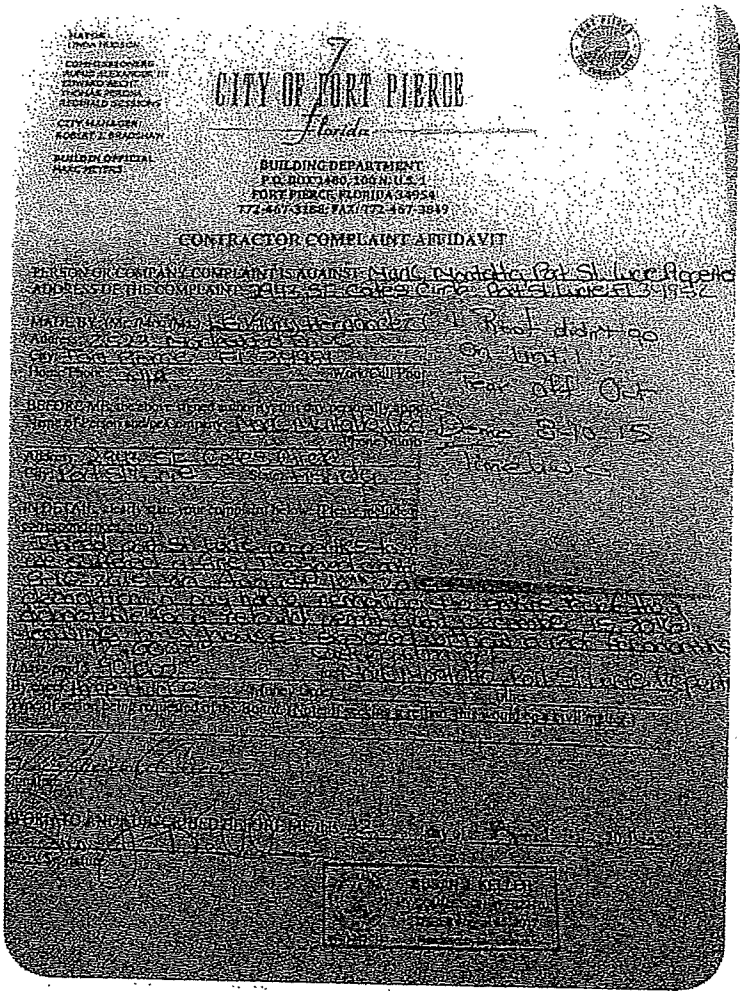
MRM/
Enclosures
cc: client

●●●○○ AT&T 8:37 AM 77%

Messages **Lis** Details

My attorney will requesting bank statements from you & your insurance information

Tuesday 2:42 PM



CITY OF FORT PIERCE
Florida

BUILDING DEPARTMENT
P.O. BOX 1480, 100 N.U.S. 1
FORT PIERCE, FLORIDA 34954
772-467-3166 FAX 772-467-3849

CONTRACTOR COMPLAINT AFFIDAVIT

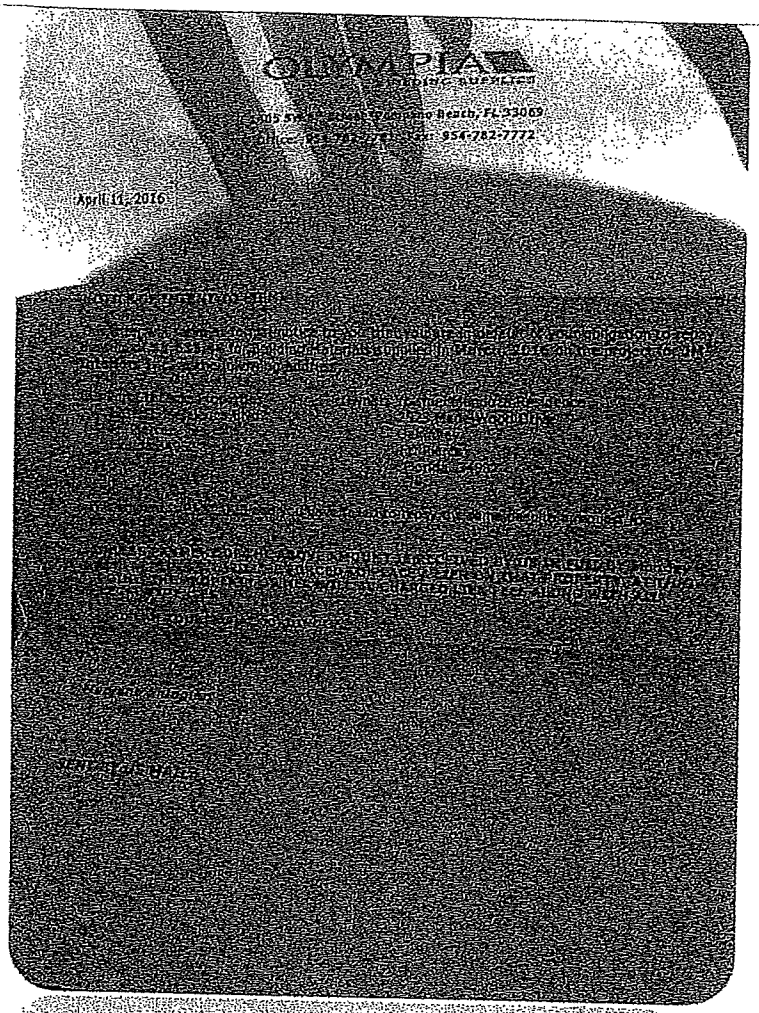
First complaint filed

Tuesday 6:34 PM

iMessage

AT&T 8:37 AM 76%

Messages **Lis** Details



You are going to jail & will be forced to bankrupt

So sad

The last check I gave you has a stop payment for fraud they will take the money from your account this week

iMessage

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4182713 OR BOOK 3860 PAGE 1351, Recorded 04/21/2016 at 04:05 PM

Prepared by and Return To:
Mark R. McMullen, Esq.
Katz & Associates Law Firm
49 SW Flagler Ave, Ste. 301
Stuart, FL 34994

COPY

WARNING!

THIS LEGAL DOCUMENT REFLECTS A CONSTRUCTION LIEN WAS PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE THIS LIEN.

CLAIM OF LIEN

State of Florida
County of St. Lucie

Before me, the undersigned notary public, personally appeared MARK MONTALTO, as President of PORT ST. LUCIE PROPERTIES, INC. ("LIENOR"), which has an address of 2401 SW Monterey Lane, Port St. Lucie, FL 34953, who was duly sworn and says that in accordance with a contract with YOISMEL MENDOZA and LISKARY HERNANDEZ COMASK, LIENOR furnished labor, services, and/or materials consisting of repairs to fire damage and remodel on the following described real property ("Property") in St. Lucie County, Florida:

Lot 14, Block 1, OAK ALLEY, according to map or plat thereof recorded in Plat Book 54, Page 26 of the Public Records of St. Lucie County, Florida which has an address of 2523 Madewood Dr., Ft. Pierce, FL 34981.

The Property is owned by YOISMEL MENDOZA and LISKARY HERNANDEZ COMASK. The total value of the labors, services, and/or materials supplied by LIENOR to the Property have a total value of $245,761.14, of which there remains unpaid $48,634.24. and furnished the first of the items on September 16, 2015, and the last of the items on April 8, 2016.

PORT ST. LUCIE PROPERTIES, INC.

MARK MONTALTO, President

Sworn to and subscribed before me this 15 day of April, 2016, by MARK MONTALTO as President of PORT ST. LUCIE PROPERTIES, INC., who is [ ] personally

COPY

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4102917 OR BOOK 3779 PAGE 654, Recorded 08/19/2015 at 09:09 AM

City of Fort Pierce
Notice of Unsafe Building
Affidavit

Date: 8/12/2015

Property Address: 2523 MADEWOOD DR Tax ID#: 2432-801-0031-000/8 Case#: 15-0849

Legal Description: OAK ALLEY (PB 54-26) BLK 1 LOT

Owner(s): YOISMEL MENDOZA
Mailing Address: LISKARY HERNANDEZ COMASK
2523 MADEWOOD DR
FT PIERCE FL 34981

COPY

This NOTICE certifies that the above property, building, structure or premise is unsafe and the owner (s) of record has been properly served.

Building Official, City of Fort Pierce, Florida

MECHELLE J. ARBUZOW
Notary Public - State of Florida
My Comm. Expires May 30, 2017
Commission # FF 17807
Bonded Through National Notary Assn

State of Florida, County of ST LUCIE

The foregoing instrument was acknowledged before me this 12 day of August, 20 15, by Marc Meyers who is personally known to me.

Mechelle Arbuzow
Signature of Notary

Mechelle Arbuzow
Print Name of Notary

Attachment: Notice of Unsafe Building Letter

This certificate shall remain on file until such time as the condition(s) rendering the building, structure or premise unsafe have been abated.

COPY

COMPLIANCE CERTIFICATION

Corrective action has been taken and the building, structure or premise is no longer unsafe in regards to the attached Notice of Unsafe Building Letter. Said certificate being recorded in OR Book _____ Page _____, Dated _____ in Record of certificate # _____, in the office of the Clerk of the Circuit Court of St. Lucie County, Florida.

The structure has been repaired or demolished.

Date

Building Official, City of Fort Pierce, Florida

State of Florida, County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ who is personally known to me.

Signature of Notary

Print Name of Notary

Prepared by and Return to: City of Fort Pierce
Building Department
P O Box 1480
Fort Pierce FL 34954

COPY

engineer or architect addressing any and all deficiencies will be required with the building permit application unless otherwise approved by the Building Official.

The building or structure has been ordered vacated and posted to prevent further occupancy until work is completed and the final inspection has been approved. The demolition of the building or structure must fully comply with all local ordinances and the currently adopted Florida Building Code (FBC). **If no action has been taken by the legal owner to come into compliance within the time specified, the City may initiate demolition proceedings in accordance with all applicable codes, with all costs incurred charged against the owner of record and a lien filed upon such real estate.**

Any person having any legal interest in the property may appeal this notice by the Building Official to the Construction Board of Adjustments and Appeals (CBAA); such appeal shall be in writing in the form specified in the Rules of Procedure of the CBAA and shall be filed with the Building Official within 20 calendar days from the date of this notice with a $200 fee. Failure to appeal in the time specified will constitute a waiver of all rights to an administrative hearing.

Should you have questions regarding this matter, you may contact my office at (772) 467-3722.

Sincerely,

Marc Meyers
Building Official

In addition to furnishing this notice to the above-named violator by first class mail, copies of this notice have been furnished by first class mail to:

YOISMEL MENDOZA
LISKARY HERNANDEZ COMASK
643 NW STANDFORD LANE
PORT ST. LUCIE, FL 34983

COPY

COPY

BBB serving Southeast Florida & the Caribbean

COMPLAINT ACTIVITY REPORT Case #90346501

Consumer Info: Mendoza, Yoismel
2523 Madewood Drive
Fort Pierce, FL 34981
- 772 834-9841

Business Info: Port St. Lucie Properties, Inc.

772 336-0050

Consumer's Original Complaint:
Port St Lucie Properties removed the roof off my house on October 2015, and didn't replace it until February 25th 2016. They damaged my entire house. I hired Port St Lucie Properties to remodel my home after we suffered a house fire on June 9th 2015. I signed contract with them on September 16, 2016, they began demolition on August 10th 2015 removing the entire roof from the home. They then waited until December 15, 2016 to apply for a rebuild permit, and began the truss design in January. My entire house was exposed to summer & winter weather conditions and elements of nature. The sub floors on the second floor where completely ruined along with all bathroom fixtures, staircase, front door, water heater, garage doors, etc. My home also flooded numerous times causing the tile floors to fall apart. Mark Montalto (contractor) failed to protect my home & caused additional damages.

Consumer's Desired Resolution:
I want this company to sign a release of lien on my property. I no longer wish to do business with them.

BBB Processing

04/12/2016	web	BBB	Case Received by BBB
04/13/2016	PAS	BBB	Case Reviewed by BBB
04/13/2016	Otto	EMAIL	Send Acknowledgement to Consumer
04/13/2016	Otto	BBB	Notify Business of Dispute

MAYOR
LINDA HUDSON

COMMISSIONERS
RUFUS ALEXANDER III
EDWARD BECHT
THOMAS PERONA
REGINALD SESSIONS

CITY MANAGER
NICHOLAS C. MIMMS, P.E.

BUILDING OFFICIAL
MARC MEYERS

CITY OF FORT PIERCE
Florida

BUILDING DEPARTMENT
P.O. BOX 1480, 100 N. U.S. 1
FORT PIERCE, FLORIDA 34954
772-467-3188; FAX: 772-467-3849

April 13, 2016

Sent via: CERTIFIED LETTER & 1st CLASS MAIL

Mr. Philip Petruzzelli
Port St. Lucie Properties
2943 SE Cates Circle
Port St. Lucie, FL 34952

Re: 2523 Madewood Drive, Oak Alley Subdivision

Dear Mr. Petruzzelli:

This letter is to inform you that a complaint has been filed with the City of Fort Pierce against you, as the holder of a Contractor's Certificate of Competency, and/or as a contractor certified by the State of Florida. Attached is a copy of the complaint affidavit that has been filed with the Building Department.

You may submit to the Director of Building and Code Enforcement a written response to this complaint within 15 days of the date of this letter. Per Section 5-51 of the City of Fort Pierce Code of Ordinances, the Director of Building & Code Enforcement and the Chairman of the Board of Examiners of Contractors shall review the complaint for probable cause.

If no probable cause is found, the complaint shall be denied and will not be referred to the Board of Examiners of Contractors. A copy of the complaint and the findings will be placed in your contractor's license file. The complainant shall have no right of appeal.

Where probable cause is found, the complaint shall be referred to the Board for a hearing. You will be sent a Notice of Alleged Charges and notified of the date, time, and place of the hearing.

If you have any further questions, please call my assistant at (772) 467-3188.

Sincerely,

Marc Meyers
Building Official, CBO CFM

MM/km
Attachment

cc: Board Chairman - Don Bergman; Board Attorney - Steve McCain; Contractor's License File; Complainant

MAYOR
LINDA HUDSON

COMMISSIONERS
RUFUS ALEXANDER III
EDWARD BECHT
THOMAS PERONA
REGINALD SESSIONS

CITY MANAGER
ROBERT J. BRADSHAW

BUILDIN OFFICIAL
MARC MEYERS

CITY OF FORT PIERCE
Florida

BUILDING DEPARTMENT
P.O. BOX 1480, 100 N. U.S. 1
FORT PIERCE, FLORIDA 34954
772-467-3188; FAX: 772-467-3849

CONTRACTOR COMPLAINT AFFIDAVIT

PERSON OR COMPANY COMPLAINT IS AGAINST: Marc Montalto, Port St. Lucie Properties
ADDRESS OF THE COMPLAINT: 2943 SE Cates Circle Port St. Lucie Fl 34952

MADE BY: (Mr. /Mrs. /Ms.) Ms Mary Hernandez Comas
Address: 2523 Maplewood Drive
City: Fort Pierce Fl. 34981
Home Phone: N/A Work/Cell Phone: 772-834-9477

BEFORE ME, the above signed authority, this day personally appeared to file a complaint against:
Name of Person and/or Company: Marc Montalto, Port St. Lucie Properties
Phone Number: 772-626-3176
Address: 2943 SE Cates Circle
City: Port St. Lucie State: Florida Zip: 34952

IN DETAIL, clearly state your complaint below: (Please include any contracts, bills, cancelled checks, correspondences, etc.)
I hired port St. Lucie properties to remodel my home after we suffered a fire. I signed contract with them on 9-16-2015, on August 10th, 2015 they began demolition in my home, removing the entire roof, they did not file for a rebuild permit until December 15, 2016. leaving my house exposed without a roof for months. causing damages 12,000.00

I have paid $ 90,000.00 to: Marc Montalto Port St. Lucie Properties
By check three checks Money Order _____ other _____
Type of action being requested of the Board. (Note: If seeking a refund, this would be a civil matter.)

Signature

SWORN TO AND SUBSCRIBED BEFORE ME this 12 day of April, 2016

Notary Signature

NOTARY PUBLIC STATE OF FLORIDA
(407) 398-0153
SUSAN J. KELLER
MY COMMISSION #FF022470
EXPIRES August 25, 2017
FloridaNotaryService.com

MAYOR
LINDA HUDSON

COMMISSIONERS
RUFUS ALEXANDER III
EDWARD BECHT
TOM PERONA
REGINALD SESSIONS

CITY MANAGER
NICHOLAS MIMMS

BUILDING OFFICIAL
MARC MEYERS

CITY OF FORT PIERCE
Florida

BUILDING DEPARTMENT

CONTRACTOR COMPLAINT INVESTIGATION (1)

Date: 4/29/2016

Contractor: Port St. Lucie Properties, LLC

Property Address: 2523 Madewood Dr.

Background:

- June 9, 2015 there was a structure fire that caused significant damage.
- August 3, 2015 a demolition application was submitted.
- August 10, 2015 the demolition permit was issued.
- August 10, 2015 the complainant alleges demolition commenced by PSL Properties.
- August 12, 2015 a condemnation report was mailed and an unsafe building affidavit was recorded with Clerk of Court.
- September 16, 2015 a contract was entered into for the rehabilitation of the structure.
- September 17, 2015 a revision was submitted to the demolition permit to include roof, trusses, shingles, drywall, 8 floor joists and 2 partial exterior walls.
- September 22, 2015 the revision was approved by the Building Department.
- September, 2015 the attorney for PSL Properties alleges that PSL Properties was hired to repair the property once demolition of the damaged areas of the home was completed by a different contractor. It is also noted that the first contractor hired did not completed demolition and demolition had to be completed by PSL Properties.
- November 19, 2015 a rehabilitation permit was submitted.
- November 21, 2015 the demolition permit expired without having the required inspections.
- December 7, 2015 the rehabilitation permit was approved by the Building Department and ready for pick up.
- December 15, 2015 the complainant alleges that this was the date that the contractor filed for the rehabilitation permit; this is actually the date that the rehabilitation permit was issued. It should also be noted that the permit was not issued in November as the attorney for PSL Properties indicated in their response.
- It is unclear when rehabilitation work started however;
- December 31, 2015 courtesy, framing, sheathing, tie down, roof sheathing, and wind brace inspections were conducted thus indicating work commenced prior to this date.
- January 7, 2015 a roof dry-in inspection was conducted and approved with the exception of missing flashing in the valley.

- It was not indicated by either party when the owner decided to have a metal roof installed instead of a shingle roof.
- January 26, 2016 a revision was submitted for the change of roof material.
- January 28, 2016 the revision was approved by the Building Department.

Findings:

1. In summary it is understood by our department that the complainant's complaint is that a lapse in time between roof removal and rehabilitation caused damages to the structure.
2. In summary it is understood by our department that the respondent's position is that this is a civil contract dispute; and that PSL Properties did not cause damages. It is further noted that the respondent takes the position that PSL Properties proceeded with repairs as quickly as possible; and that delays were caused by inclement weather, owners' changes and owners' delays.
3. 63 days passed between the day of the fire and the day of demolition permit issuance. It is unclear when demolition commenced or was completed since an inspection was never scheduled.
4. 100 days passed between the day of the fire and the day the contract was entered into for rehabilitation.
5. 65 days passed between the day the contract was signed and the day the rehabilitation permit was applied for.
6. 190 days passed between the day of the fire and the day rehabilitation commenced (assuming work started the day of permit issuance).

Recommendation:

Since a demolition inspection was never conducted, it is unclear how much time elapsed between the dates of roof removal and roof replacement; it seems that both parties may be responsible for the lapse in time.

Due to the fact that the respondent failed to schedule a demolition inspection and failed to demonstrate that measures were provided to prevent further damage to the structure from the date that PSL Properties took over demolition to the date that PSL Properties started rehabilitation, it is my recommendation that this matter be forwarded to the Board of Examiners' of Contractors for violating City Ordinance 5-52 (3) Committing incompetency or misconduct in the practice of contracting.

Investigator's recommendation for a hearing:

☑Yes ☐No Signature_____
Shaun Coss

Building Official: ☑Agree ☐Disagree Signature_____
Marc Meyers

Board Chairman: ☑Agree ☐Disagree Signature_____
Donald Bergman

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PORT ST. LUCIE PROPERTIES, INC.
PURCHASE AND CONSTRUCTION CONTRACT

BUILDER: PORT ST. LUCIE PROPERTIES, INC. Lisharyl Hernandez

PURCHASER: Yoismel Mendoza Date: 9-16-2015

Address: (local) 2523 Madewood Drive
Fort Pierce Florida 34981
City State Zip Code

Phone: 772-834-9477 Cell: 772-834-9841 Fax:

PROPERTY: Lot: 14 Block: 1 Section: OAK ALLEY PSL, FL
(Hereinafter referred to as "Lot" or "Property")

Property Address: 2523 Madewood Dr Fort Pierce Fl.

HOME DESCRIPTION: Remodel

WITNESSETH:

1. PURCHASE PRICE AND PAYMENT SCHEDULE FOR IMPROVEMENTS TO BE CONSTRUCTED ON THE PROPERTY:

The Sales Price to be paid by Purchaser to Seller for work & material $ 137,660.00

Lot (If not in above) ..... $ —

Total Cost to Purchaser including lot and extras ..... $ 137,660.00

Cash and/or check issued by Purchaser to Seller upon Execution of this agreement ..... $ —

Balance of deposit due upon mortgage approval ..... $ —

Balance of sales price to be paid in accordance with Section nine herein At start of Job ..... $ 34,415.00

TOTAL BALANCE OF PURCHASE PRICE DUE AT CLOSING ..... $ —

Due in locally drawn bank CASHIER'S CHECK OR WIRE TRANSFER (subject to closing prorations and adjusted for any other extras, upgrades, or change orders)

2. PREPARATION OF PURCHASER'S LOT
The purchaser authorizes the Seller to order all lot preparation needed and bill same to purchaser including but not limited to all grading and fill. Cost of lot preparation may be added to mortgage or paid outside of closing. Should Purchaser's lot on which Seller is to perform the work does not have an available public water supply and should well drilling be necessary to supply water than such work shall be done by a Sub-Contractor and Seller does not warrant and shall have no responsibility for the quantity or quality of water available to Purchaser.

3. DISTURBANCE OF NATURAL GROWTH
Seller may find it necessary to remove trees or vegetation from Purchaser's lot due to house placement, set-back and/or utilities requirements, or access for heavy equipment Seller will not be responsible for any loss caused by disturbance of natural growth patterns. Seller is not responsible for damage, death or destruction of any vegetation during or after construction.

4. FINANCING
If applicable, all financing costs and interest charges are to be paid for by the Purchaser directly to the lending institution which has granted the loan for the construction of this project. In the event the buyer is unable to obtain finanoing from a lending institution, then in that event all deposit money shall be returned to the buyer less any previously agreed upon expenses, i.e. survey etc. Upon return of said deposit both parties shall be released from this agreement without further obligation between them. This contract is contingent on Buyer obtaining approval of a loan ("Loan Approval") within 30 days after above date. Buyer will make application within 5 days after effective date.

5. COMMENCEMENT AND COMPLETION OF CONSTRUCTION. Purchaser shall execute all documents required by Builder to obtain all permits and approvals to construct the Home and shall cooperate with Builder thereafter to enable Builder to complete all construction required hereunder.

a) Builder shall commence construction following the issuance of the building permit. Builder agrees that all construction work shall be done in a good and workmanlike manner.
b) Unless otherwise stated in this Agreement, Builder shall provide builders risk insurance coverage on the Property during the entire term of construction, and shall procure all building permits.
c) Purchaser acknowledges that Purchaser has made or will make certain selections of paint, tile, carpets, cabinets and appliances. The builder will complete construction of the improvements using the selections made by the Purchaser, provided and subject to the understanding and agreement of the Purchaser, that in the course of construction of the Home,

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certain changes, deviations or omissions may be desirable or required by governmental authorities having jurisdiction of the Property, the Home, job conditions. Any such changes, deviations or omissions are hereby authorized, provided said changes do not materially affect the size or value of the Home. Certain items and improvements, such as color of paint, tile cabinets and appliances to be furnished by the Builder, are subject to design changes by the manufacturer and subject to shadings in color and graduations, and may vary from samples that may be shown to Purchaser. Builder expressly reserves the right to make substitutions of materials or products in the construction of the improvements, provided such substitutions are substantially equal or superior to those selected by the Purchaser. If Builder fails to include any selection which has been ordered by the Purchaser, Builder's sole liability shall be to deduct the cost of any such selection, less the value of any substituted item, from the Total Purchase Price at closing.

d) The Home shall include all items enumerated in the Addendum or features listing attached hereto and made a part hereof.

e) Within the five (5) day period preceeding the scheduled closing or such other time as Builder specifies after substantial completion of construction, Purchaser will be given an opportunity on the date and at the time scheduled by Builder, to inspect the Property with Builder's representative. At that time, Purchaser will sign an inspection statement ("Punchlist") listing any defects in workmanship or materials which Purchaser discovers. If any item listed is actually defective in workmanship or materials in Builder's opinion (applying construction standards applicable in St. Lucie County, Florida for similar property), Builder will be obligated to correct those defects at its cost within a reasonable period of time before or after closing, but Builder's obligation to correct will not be grounds for deferring the closing, nor for imposing any condition on closing. No escrows or hold backs of closing funds will be permitted. If Purchaser fails to exercise this right to a pre-closing inspection on the date and time scheduled, or refuses to sign the Punchlist, Builder will not be obligated to reschedule an inspection prior to closing and Purchaser will be deemed to have waived the right of inspection. Purchaser agrees to accept the Home in its "as is" condition and Purchaser shall be conclusively presumed to have waived all objections to defects in workmanship or materials other than as stated on the Punchlist, however, this shall not constitute a waiver of any warranties provided to Purchaser under this Agreement. Purchaser hereby acknowledges that the Home and Property may be photographed for Builder advertising and/or general advertising purposes by affiliates of the Builder. Purchaser hereby grants Builder and its affiliates the right to continue to use photographs of the Home for advertising purposes. This paragraph shall survive the closing of this Agreement.

f) FOR REASONS OF SAFETY, AND TO COMPLY WITH INSURANCE REQUIREMENTS IMPOSED ON THE BUILDER, NEITHER PURCHASER NOR ANY AGENT OF PURCHASER SHALL BE PERMITTED TO ENTER UPON THE PROPERTY UNLESS ACCOMPANIED BY A REPRESENTATIVE OF THE BUILDER UNTIL AFTER CLOSING.

g) Purchaser represents and warrants to Builder that Purchaser is the fee simple owner of the Property upon which the Home is being constructed and Purchaser acknowledges that Builder has not agreed to and is not obligated to perform any investigation or due diligence evaluation of any type whatsoever regarding the such Property, its soil or subsurface conditions.

5. PURCHASER'S OBLIGATION TO MAKE TIMELY SELECTIONS

a) Purchaser shall have the right to select certain items, including but not limited to tile, carpets, cabinets, appliances, color of paint, etc. Purchaser shall be required to make timely selections as to not interfere with the construction schedule of the Builder. The Builder shall notify the Purchaser of the time required for such selections. Failure of Purchaser to make and notify Builder of the selections within a ten (10) day period after the time designated by the Builder for any selection shall constitute a default by the Purchaser under this Agreement. If the Purchaser fails or refuses to timely make selections, it shall be a waiver of the right to do so thereafter and Purchaser acknowledges that Purchaser shall be fully bound by any selection made by the Builder as a result of the Purchaser's failure to do so, and any such selections by the Builder shall not be a basis upon which Purchaser may terminate this Agreement or fail to make payment in full or seek any monetary adjustment relating to any such selection.

b) In the event the Purchaser fails to make a selection within the time period specified by Builder, the Builder shall have the right, in its sole discretion to either declare such failure a default of this Agreement by the Purchaser or give the Purchaser additional time by written notice within which to make the selections, provided, if additional time is granted, the purchase price for the Home and Property improvements shall be increased by an amount equal to 1.5% per month of the unpaid balance of the total purchase price of the Home and Property improvements, pro-rated for each additional day beyond the designated time period. The parties acknowledge that the Builder is not obligated to provide the Purchaser any additional time within which to make Purchaser's selections and Builder's granting of one or more extensions shall not be deemed a waiver of Builder's right to thereafter declare Purchaser in default of this Agreement if Purchaser fails to make the selections within the additional time agreed to.

c) In the event Builder provides or mails information to Purchaser to enable Purchaser to make selections, Purchaser agrees to make such selections and deliver them to Builder within ten (10) days from the date such information was sent or mailed by the Builder.

d) The Purchaser understands and agrees that any request for a change in the selections shall be made at the sole discretion of the Builder, and if approved by the Builder, the Purchaser shall be assessed a change order fee of $250.00 per change. All changes shall be agreed upon and priced and Builder shall have the option to require payment at the time the changes are ordered.

e) No change in the Plans or Specifications shall be binding on the Builder unless evidenced by a Change Order that is in writing and signed by both the Purchaser and Builder.

7. CONSTRUCTION LIEN DISCLOSURE.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY

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COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

8. PROGRESS PAYMENTS/DRAW SCHEDULE. The balance of the Total Purchase Price due after crediting the deposits specified in Section 1 of this Agreement or which are otherwise paid by Purchaser to Builder shall be paid in accordance with Builder's draw schedule ("Draw Schedule") unless the parties have modified this Agreement by execution of a mortgage financing addendum in which case the unpaid balance of the Total Purchase Price due under this Agreement shall be made in accordance with the draw schedule of the financial institution granting financing for the construction of the Home, provided however, such financial institution's draw schedule is subject to approval of the Builder.

9. FINAL PAYMENT. Purchaser shall make to the Seller, or authorize the lending institution to make to the seller, final payment, prior to his taking possession and exercising his right of occupancy of the premises. Final payment of authorization of final payment will be done within seven days of the certificate of occupancy. In the event this is not done, a penalty of eighteen percent of sales price will be paid to the Seller by the Purchaser for each day final disbursement is delayed. Punch out items will be listed and signed by both Purchaser and Seller, and satisfactorily completed in a timely fashion. Punch out items will not constitute a reason for the delay of final disbursement.

10. EXTERIOR IMPROVEMENTS. The contract price includes 9,000 square feet of sod, well up to 65 feet deep (if needed), and driveway up to 45 feet long.

11. WARRANTIES. Seller is hereby providing homebuyer with the warranty contained in the most recent edition of the Home Buyers Warranty Booklet, as of the date of the execution of this Agreement. That Booklet has been made available to homebuyer, and is incorporated by reference, and made a part of this purchase agreement. The warranty contained in the 2-10 Home Buyers Warranty Booklet is the sole warranty provided to homebuyer. Any other warranty or warranties, whether express or implied, are disclaimed by seller and waived by homebuyer, unless otherwise prohibited by particular state law.

12. ARBITRATION OF DISPUTES WHICH ARISE AFTER CLOSE OF ESCROW. It is hereby agreed that all claims, disputes, and controversies between purchaser and seller arising from or related to the subject home, identified herein, or to any defect in or to the subject home or the real property on which the subject home is situated, or the sale of the subject home by seller, including but not limited to, any claim for breach of contract, negligent, or intentional misrepresentation, shall be submitted to binding arbitration by and pursuant to the arbitration provision contained in the most recent edition of the HBW Limited Warranty Booklet, as of the date of the execution of this Agreement. That Booklet has been made available to purchaser, and is incorporated herein by reference, and made a part of this Agreement.

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13. PURCHASER'S DEFAULT. In the event Purchaser fails to perform any of Purchaser's obligations or covenants under this Agreement, including but not limited to, the failure to make final payment by a specified date, Builder shall have the right, at its sole discretion to: (i) discontinue performing the construction of the Home and retain all deposits and other monies, including progress and draw payments and payments for options, additions or changes, (with interest, if any) paid or payable by or on behalf of the Purchaser of this Agreement, as liquidated damages, in consideration for the execution of this Agreement and in full settlement of any other claim for damages. in which case this Agreement shall be null and void and the parties shall have no further rights or obligations with respect thereto or (ii) file an action to recover Builder's damages which shall specifically include but not be limited to all profit that Builder would have made under this Agreement if no breach by Purchaser had occurred and Builder had completed the construction of the Home. Builder's liquidated damages under subsection (i) above is intended to include initial deposits paid by Purchaser upon execution of this Agreement, any subsequent deposits due after the initial signing of this Purchase Agreement, as set forth in Section "1" hereof or any addendum which refers to a subsequent deposit, whether paid or not, and any sums owed or paid by Purchaser for options or upgrades. The parties agree that in the event of a default by the Purchaser, it would be difficult or impossible to ascertain the exact amount of actual damages which may be suffered by the Builder and therefore, the parties agree that the provision contained in this paragraph for liquidated damages represents a bona fide, good faith attempt to provide an agreed upon amount for damages which is not intended to be, and shall not be construed as, a penalty.

14. SELLER'S DEFAULT. In the event the Builder fails to perform any of its obligations or covenants under this Agreement, Purchaser shall give Builder written "Proper Notice" specifying such default and giving Builder thirty (30) days subsequent to receiving Proper Notice to take such action which would cure the default within a reasonable time. If Purchaser has performed all of Purchaser's obligations under this agreement, Purchaser shall be entitled to pursue any and all legal or equitable remedies against the Builder provided Purchaser has first sent the proper notice, the Purchaser shall be entitled to move to seek specific performance of this Agreement against Builder. Proper Notice is defined as: (1) if Purchaser states that Builder's default is related to the actual physical construction of the Residence then the Proper Notice must be accompanied by a certificate of either an Architect or Engineer licensed in the State of Florida stating with specificity Builder's default, or (2) if the default is other than a physical construction defect then the notice must be accompanied by an Attorney's opinion letter addressed to Builder stating with specificity Builder's default.

15. CONSTRUCTION INDUSTRIES RECOVERY FUND. PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE-LICENSED CONTRACTOR.

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FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board
7960 Arlington Expressway
Suite 3000
Jacksonville, Florida 32211-7467
(904) 727-6530

16. ADDENDUM AND EXHIBITS. All Schedules, Riders, Exhibits or Addendums executed as part of the herein transaction between Purchaser and Builder are incorporated herein by reference and shall become a part of this Agreement.

17. NOTICES. The delivery of any item and the giving of notice in compliance with this Agreement shall be accomplished by delivery of the same to the party intended to receive it, or by depositing such notice in the United States Mail. For purposes of notice, the address of the Purchaser and Builder shall be that set forth in the preamble hereof.

18. VENUE AND FLORIDA LAW. The venue in any litigation arising out of this Agreement shall be exclusively St. Lucie County, or, at the election of the Builder, in the United States District Court for the Southern District of Florida. This Agreement shall be construed in accordance with the provisions of Florida law, without regard to its principles of conflicts of laws.

19. ASSIGNMENT. This Agreement is personal to the Purchaser and may not be assigned or transferred by the Purchaser and any attempt to do so shall be void.

20. COMPLETE AGREEMENT. All understandings and agreements between the parties hereto are merged into this Agreement, which fully and completely expresses the parties' agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Agreement, including representations concerning site models and other models and plans produced by the Builder, or any sales representative. No modifications or changes in this Agreement shall be valid or binding upon the parties unless in writing and executed with the same formalities as this Agreement. The parties shall be bound by any written addendum to this Agreement provided the same has been signed by all parties hereto.

21. BINDING EFFECT. This Agreement shall be binding upon the heirs, successors, executors and assigns of the respective parties, except as restricted by the provision above restricting assignment, and shall inure to the benefit of the successor or assigns of the Builder.

22. ATTORNEY'S FEES AND COSTS. In the event of any litigation or arbitration arising out or this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs in any such litigation or proceeding and in any appeal or post trial action . The provisions of this Section shall survive the expiration or termination of this Agreement.

23. DELINQUENT PAYMENT. If Purchaser is delinquent in the payment of any sums due under this Agreement, including the balance of the purchase money payable at the time scheduled for final payment, and the Builder has not elected to cancel this Agreement and declare a forfeiture of deposits pursuant to the terms hereof, Purchaser shall pay to the Builder interest on all delinquent sums at a rate of eighteen (18%) per annum or at the highest rate allowable by law, whichever is less.

24. RECORDING. Purchaser shall not record this Agreement nor any notice thereof among the Public Records of St. Lucie County, Florida or in any other public records.

25. CONTRACT DOCUMENTS. The contract documents on which this Agreement between Purchaser and Seller is based are as follows this Agreement, the plans and specifications as per model selected by Purchaser, work change orders issued or to be issued by Purchaser and agreed to by Seller. Impact fees and water/sewer hookup fees shall be paid by Seller as of the date of this agreement. Should there be an increase in said fees prior to the issuance of the building permit, then and only then will the additional fees be the obligation of the Buyer. All agreements must be in writing and signed by both Purchaser and Seller, oral agreements are not binding and should not be relied upon.

26. CAPTIONS. The captions contained herein are included solely for convenience of the parties and do not, in any way, modify, amplify or give full notice of any terms, covenants and conditions of this Agreement.

27. MOLD WARNING. Mold is or may be found both indoors and outdoors. The presence of mold may cause property damage and health problems to living organisms . Buyer acknowledges that Seller has not advised Buyer of what preventative or curative actions, if any, Buyer should take with respect to mold that may adversely affect Buyer, the Home and any other persons, pets or other living organisms that may now or in the future be present in or around the Home. Buyer agrees that Seller, Seller's contractor and any subcontractor shall not have any present or future liability of any type whatsoever for: (a) any harm to people, pets or other living organisms or (b) damage to real or personal property, that may arise out of or in connection with mold.

28. WAIVER. Builder's waiver of any condition or provision of this Agreement shall not be construed as a waiver of any other application of that same condition or provision, nor as a waiver of any other condition or provision herein.

29. INTERPRETATION AND TENSE. The singular denotes the plural and visa-versa and the masculine denotes the feminine or neuter gender, wherever applicable. This Agreement shall not be interpreted against any party more strictly than another by virtue of one party having drafted this Agreement.

30. DELAY/TIME FOR PERFORMANCE. Builder's obligations to perform hereunder within a reasonable time period are subject to delays caused by Buyer, acts of God, fire or other casualty, delays resulting from terrorist attack, the unavailability of materials, strikes or other labor problems, governmental orders, or delays due to any matter beyond Seller's control

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31. RADON – NOTICE REQUIRED BY SECTION 404.056(7) OF FLORIDA STATUTES REGARDING RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOU COUNTY PUBLIC HEALTH DEPARTMENT.

32. CONSTRUCTION DEFECTS CLAIM NOTICE. FLORIDA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW

33. NOTICE TO BUYER OF RIGHT TO HAVE DEPOSIT FUNDS PLACED IN ESCROW ACCOUNT. Pursuant To Section 501.1375, Florida Statutes, the Seller hereby notifies Buyer that any deposit (up to 10 percent of the purchase price) made by the Buyer to the Seller shall, unless waived in writing by the Buyer, be deposited in an escrow account with a savings and loan association, bank, or trust company, an attorney who is a member of The Florida Bar, a licensed Florida real estate broker, or a title insurance company authorized to insure title to real property in this state. The funds, if escrowed, may be deposited in separate accounts or commingled with other escrow or trust accounts. THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING HOME HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10 PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY THE BUYER.

34. EFFECTIVE DATE/FACSIMILE. The date of this Agreement ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this Agreement. If executed on behalf of the Seller by anyone other than Seller's president or a vice president or Seller's regional director of sales, this Agreement, at Seller's election, shall not be binding on Seller and shall be subject to cancellation by Seller in writing for a period of fifteen (15) days following the Effective Date. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as an original.

35. SEVERABILITY. If any part of this Agreement or any other Agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

36. BUYER HERBY WAIVES HIS RIGHTS UNDER SECTION 501.1375, FLORIDA STATUTES, OR ANY OTHER LAW, TO ESCROW ANY DEPOSITS OR ANY OTHER FUNDS GIVEN BY OR ON BEHALF OF BUYER TO SELLER.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

PURCHASER: _____

NAME PRINTED: Yoismel Mendoza

DATE: 9-16-2015

PURCHASER: Lisbany Hernandez

NAME PRINTED: Lisbany Hernandez

DATE: 9-16-2015

SELLER: PORT ST. LUCIE PROPERTIES, INC.

BY: _____

Corporate Officer

Date: 9/16/15

SALES REPRESENTATIVE: _____

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PORT SAINT LUCIE PROPERTIES INC.
Specifications

Prepared for : Mr. and Mrs. Mendoza
Address : 2523 Madewood Drive FTP FL.
Effective Date : 9/16/15

FOUNDATION :

- Existing foundation to remain as is no repairs needed

EXTERIOR WALLS

- Rebuild two sections of wall on second floor
  back left corner of home

ROOF

- Install new roof trusses, to match existing pitch and design
- install new roof sheathing
- install new roof shingles , to match existing as close as possible
- soffits will be cement stucco, not vinyl

DRYWALL :

- 1/2" Gypsum wallboard will be installed to all areas removed
- Finish drywall ready for paint, with textured ceilings
- Install one coat of primer and one coat of white paint to walls
  and ceilings , with trims being white semi gloss finish

windows:

- Second floor windows to be replaced, with same as in place now
  MI Windows 3/4" Insulated, tilt series, low-E clear glass,
  white vinyl frame
- Front Entry Side Lite replacement 1/4" clear tempered glass

FLOORING:

- Existing tile to remain, with cleaning company to clean
- Second floor and stair well to be carpet, one color, level one, as what was removed

CABINETS AND INTERIOR TRIM:

- Cabinets and vanitys to match what was removed or better
- trims and doors, will match old, 6- panel hollow core, with 2-1/4" casings
  and 3-1/4" base boards

INSULATION AND AIR CONDITIONING:

- Replace ac system with new, to meet july 1st 2015 building codes
- Exterior walls will have r-11 batt insulation installed
- Second floor ceiling to have R-19 blown in

PLUMBING FIXTURES:

- To be replaced as needed, where old is still functional we will re use

MARK MONTALTO

MR. OR MRS. MENDOZA

DRAW SCHEDULE

DEPOSIT
- AT SIGNING OF CONTRACT $34,415.00

1st Draw
- at roof dry in $34,000.00

2ND Draw
- completion of rough trades $20,000.00

3rd Draw
- completion of drywall $25,000.00

4th Draw
- at completion of trim work $17,362.00

FINAL DRAW
- AT COMPLEATION OF JOB $6883.00

MARK MONTALTO MR. OR MRS. MENDOZA

Property Information

Address: 2523 MADEWOOD DR
FT PIERCE, FL 34981
Location ID: 27110
Owner name: MENDOZA, YOISMEL
TAX ID #: 2432-801-0031-000/8
Alternate ID description:
Zoning: PUD PLANNED UNIT DEVELO
Subdivision:

Application Information

Application desc: REPAIR TRUSSES, WIND/DOORS, A/C FIRE DAMAGE
Application status: APPROVED
Status Date: 12/15/2015
Application type: RESIDENTIAL, REPAIRS & ALT NO CO
Application date: 11/19/2015
Tenant name/number: YOISMEL MENDOZA
Valuation: 137000
Square footage: 2336
Public building: NO
Reviewed by: MM MARC MEYERS
Pin number: 018356
Entered by: SKELLER

Contractor Information

Contractor Name: OWNER
Contractor Number: 16-00005100
Type: OWNER BUILDER
Status: ACTIVE

Contractor Requirements	Doc Number	Exp Date
LIABILITY INSURANCE	NOT REQUIRED	9/30/2020
STATE LICENSE - CN	NOT REQUIRED	9/30/2020
WORKMAN'S COMP INSURANCE	NOT REQUIRED	9/30/2020

Outstanding Inspections

Type	Insp ID	Schedule Date	Confirmation Number	Permit Description	Pmt Seq	Min	Max

No outstanding inspections exist

Work Description

Code	Description	Quantity

CO Information

Str/seq	CO Issue Date	Status	Description

Str/Seq Permit/Seq Confirmation Nbr	Inspection type	Insp Seq	Inspector	Schedule date	Results	Results date
000 000 BLDG 00 2555381	BLDG, STRUCTURAL (FRAMING)	0001	KG	12/31/2015	DA	1/04/2016
000 000 BLDG 00	BLDG, STRUCTURAL (FRAMING)	0002	GFA	2/10/2016	AP	2/10/2016

Str/Seq Permit/Seq Confirmation Nbr	Inspection type	Insp Seq	Inspector	Schedule date	Results	Results date
	(Continued)					
2568798						
000 000 BLDG 00	BLDG, INSULATION	0001	GFA	3/15/2016	AP	3/15/2016
2581627						
000 000 BLDG 00	BLDG, COURTESY INSPECTION	0001	KG	12/31/2015	AP	1/04/2016
2555431						
000 000 BLDG 00	BLDG, COURTESY INSPECTION	0002	GFA	4/12/2016	CA	4/12/2016
2590370						
000 000 BLDG 00	BLDG, COURTESY INSPECTION	0003	GFA	4/13/2016	AP	4/13/2016
2590867						
000 000 BLDG 00	BLDG, DRYWALL	0001	KG	3/21/2016	PA	3/21/2016
2583805						
000 000 BLDG 00	BLDG, DRYWALL	0002	KG	3/22/2016	AP	3/22/2016
2584217						
000 000 BLDG 00	BLDG, SHEATHING	0001	KG	12/31/2015	AP	1/04/2016
2555373						
000 000 BLDG 00	BLDG, SHEATHING	0002	GFA	2/05/2016	AP	2/05/2016
2566958						
000 000 BLDG 00	BLDG, TIE DOWNS	0001	KG	12/31/2015	AE	1/04/2016
2555407						
000 000 BLDG 00	BLDG, WINDOWS/DOORS	0001	GFA	2/16/2016	AP	2/16/2016
2570869						
000 000 BLDG 00	WINDOW/DOOR BUCK	0001	GFA	2/05/2016	AP	2/05/2016
2566941						
000 000 BLDG 00	ROOF, SHEATHING	0001	KG	12/31/2015	AP	1/04/2016
2555423						
000 000 BLDG 00	ROOF, IN PROGRESS	0001	KG	2/25/2016	AP	2/25/2016
2573772						
000 000 BLDG 00	BLDG, WIND BRACE	0001	KG	12/31/2015	AE	1/04/2016
2555415						
000 000 BLDG 00	BLDG, WIRE LATH	0001	KG	2/12/2016	PA	2/12/2016
2569887						
000 000 ELR 00	ELEC, ROUGH IN	0001	GFA	2/10/2016	AP	2/10/2016
2568814						
000 000 ELR 00	ELEC, ABOVE CEILING	0001	GFA	2/10/2016	AP	2/10/2016
2568806						
000 000 ELR 00	ELEC, POWER ON	0001	GFA	2/11/2016	DA	2/11/2016
2569143						
000 000 ELR 00	ELEC, POWER ON	0002	GFA	2/24/2016	AP	2/25/2016
2573798						
000 000 MER 00	MECH, ABOVE CEILING	0001	GFA	2/10/2016	AP	2/10/2016
2568848						
000 000 MER 00	MECH, ROUGH (DUCT)	0001	GFA	2/10/2016	AP	2/10/2016
2568855						
000 000 PLR 00	PLBG, TOP OUT (ROUGH)	0001	GFA	2/10/2016	DA	2/10/2016
2568889						
000 000 PLR 00	PLBG, TOP OUT (ROUGH)	0002	GFA	3/10/2016	AP	3/10/2016
2580009						
000 000 PLR 00	PLBG, ABOVE CEILING	0001	GFA	2/10/2016	DA	2/10/2016
2568863						
000 000 PLR 00	PLBG, ABOVE CEILING	0002	GFA	3/10/2016	AP	3/10/2016
2579993						

Str/Seq Permit/Seq Confirmation Nbr	Inspection type	Insp Seq	Inspector	Schedule date	Results	Results date
	(Continued)					
000 000 PLR 00 2568871	PLBG, ROUGH IN	0001	GFA	2/10/2016	DA	2/10/2016
000 000 PLR 00 2579977	PLBG, ROUGH IN	0002	GFA	3/10/2016	AP	3/10/2016
000 000 ROOF 00 2556561	ROOF, DRY IN	0001	KG	1/07/2016	AE	1/07/2016

PERMIT TIME LIMITS

60 DAYS

CODE IN EFFECT
FBC ~~2010~~ 2014

City of Fort Pierce
Building Department

Issued Aug 10th 20 15 POST THIS CARD Permit No: 15-2047

PERMIT FOR CONSTRUCTION

NOTE: CALL 772-460-3167 / 772-429-2018 FOR INSPECTIONS
24 HOUR NOTICE, Effective 12/01/02 Inspections can be called in between 5:45 AM - 11:00 PM

This is to certify that Mendoza, Comask (Owner)

has permission to construct /replace Interior Demo (Type of Permit)

at No. 2523 Madewood Dr (Address) Contractor PSL Properties Inc.

PROVIDING THE PERSON ACCEPTING THIS PERMIT SHALL IN EVERY RESPECT CONFORM TO THE TERMS OF THE APPLICATION ON FILE IN THE BUILDING DEPARTMENT, AND TO THE PROVISIONS OF THE STATUES AND ORDINANCES REGULATING THE CONSTRUCTION OF BUILDINGS IN THE CITY OF FORT PIERCE.

THIS PERMIT MUST BE DISPLAYED ON JOB SITE IN A CONSPICUOUS PLACE IN FULL VIEW FROM THE STREET AND NOT REMOVED UNTIL WORK IS COMPLETED.

A CERTIFICATE OF OCCUPANCY MUST BE OBTAINED PRIOR TO ANY OCCUPANCY.

ANY VIOLATION OF THE TERMS ABOVE STATED IMMEDIATELY REVOKES THIS PERMIT. SEPARATE PERMIT MUST BE ATTAINED IF DRIVEWAY CURB CUT IN IS TO BE MADE.

(Permit Specialist)

APPROVED PLANS AND NOTICE OF COMMENCEMENT MUST BE RETAINED ON JOB AND KEPT POSTED UNTIL FINAL INSPECTION HAS BEEN MADE.

"WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

SEE BACK OF CARD FOR INSPECTION SIGN OFF.

RE:	Contractor Complaint Affidavit ("Complaint")
Plaintiff:	Liskary "Lis" Herrnandez Comask
Respondent:	Port St. Lucie Properties, Inc.
Property Address:	2523 Madewood Drive.
Date:	April 28, 2016

RECEIVED
APR 28 2016
Building Department

Please be advised the law firm of Katz and Associates represents Port St. Lucie Properties, Inc. ("PSL Properties") in the matter described above. Please accept this correspondence as PSL Properties' formal Reply to the Complaint filed against it. For the reasons stated below, a finding of no probable cause should be issued by the City of Ft. Pierce in this matter.

The dispute between the Owners, Ms. Liskary "Lis" Hernandez Comask and Yosmiel Mendoza, ("Owners"), and PSL Properties is a contract dispute over payment and nothing more. Simply stated, the Owners are attempting to frighten PSL Properties into waiving $48,634.24 owed to PSL Properties by the Owners for work already performed. The Owners filed their Complaint only after PSL Properties completed almost all repairs and renovations as it was hired to do on the Owners' property, and also after the Owners' most recent bill to PSL Properties came due for work already performed. The Owners refused to make any additional payments to PSL Properties for work already completed and repeatedly demanded PSL Properties waive the remainder of its bill, and, if the bill was not waived, the Owners threatened to make a various civil and criminal allegations against PSL Properties. The Owners threatened to falsely report a check the Owners admit to previously giving to PSL Properties as a partial payment was fraudulent and further threatened that a "stop payment" order on said check had been placed. The Owners threatened to wrongfully file liens against the properties of other clients of PSL Properties who have nothing to do with this matter, and they threatened to file complaints against the subcontractors who work for PSL Properties. PSL Properties refused to waive the amounts owed to it from the Owners, and in turn the Owners filed the Complaint with the City containing false allegations as well as another complaint with the Better Business Bureau. The Owners also claim to have filed complaints with the City of Ft. Peirce Police Department, the State Attorney, the Florida Construction Industry Licensing Board, and reporter Andrew Ruiz of WPTV news. However, thus far PSL Properties only received verification of the complaints filed with the Better business Bureau and the City.

Some of the text messages sent by Ms. Liskary "Lis" Hernandez Comask to Mr. Mark Montalto of PSL Properties conveying some of the threats and taunting him over this matter are attached. Several dozen additional pages of text messages, as well as estimates, receipts, invoices, bills, etc., are available for review by the City if needed. However, PSL Properties believes the self-contradictory nature of the Complaint, the City's ability to verify information from its own records, and this response are sufficient to show this matter is a civil contract dispute that belongs in the courts, and that there is no probable cause to be found against PSL Properties. PSL Properties recorded a Claim of Lien against the Owners' property as the first

step in its efforts to collect the amounts owed to it from the Owners. A copy of that Claim of Lien is also attached.

The Owners misstated some facts and omitted many others in their Complaint. Their house was severely damaged in a fire on June 9, 2015. The firefighters used large amounts of water throughout the house to extinguish the fire. The house was uninhabitable, according the City of Ft. Pierce's Unsafe Building Affidavit dated August 12, 2015, copy attached. PSL Properties did not provide any services to the Owners' house in August, 2015, contrary to the claims in the Complaint. In September, 2015, over 3 months after the fire, the Owners hired PSL Properties to commence repairs once demolition of the damaged areas of the home was completed by a different contractor. At the time PSL Properties was hired, there were large, existing holes in the roof from the fire. Those holes were already uncovered and had allowed rain and other weather-related events to continue to enter the home and cause even greater damage than the fire had left. The person hired by the Owners to demolish the fire damage never completed that demolition. PSL Properties is without knowledge as to who that person was or what caused the prior person to leave the job, but PSL Properties had to complete demolition before starting repairs.

PSL Properties completed the demolition and then began the repairs and renovations as quickly as the unusually rainy winter and the Owners' changes and Owners' delays allowed. PSL Properties demolished the damaged portions of the home and began work on the repairs. Permits were issued by the City in November, 2015. After commencing work, the Owners decided they wanted extensive changes made to the original design of the house, including changing the roof from shingle to metal. At that time, the Owners lacked any plans or blueprints for those changes and the needed blueprints and plans for the renovations had to be created from scratch, which caused delays in construction. Additionally, the Owners told PSL Properties to stop construction early in the process at one point, telling PSL Properties it was because the Owners had to address the renovations with their mortgage company. Also, the Owners failed to get their homeowners association approval for the exterior changes including the upgrade to a metal roof until January 12, 2016, and the Owners told PSL Properties too stop work the already started work on the new, metal roof until such approval was received from the homeowners association..

The Owners fail to list any damages in their Complaint, nor do they state what relief they seek. However, they also filed a complaint with the Better Business Bureau listing their alleged damages and claiming they want PSL Properties to sign a Release of Lien. The BBB complaint is attached. Much of the damage listed in the BBB complaint is already listed in the City's Unsafe Building Affidavit, but specific rebuttals to the BBB complaint are included herein. All damages the Owners list in their BBB complaint were caused by the fire or the water used to extinguish it, the exposure to the elements due to the failure to cover the holes in the roof prior to PSL Properties being hired, were items the Owners wanted removed from the house as part of the renovations, or the alleged damages simply do not exist. The water heater and garage door listed in the BBB complaint were undamaged while PSL Properties was allowed on the jobsite. Regarding the front door and stairs listed in the BBB complaint, the front door's sidelight was damaged in the fire. The Owners wanted the entire entry and door upgraded, as well as new stair

railings and stairway renovations as part of the requested changes from the original design. The front door and stair upgrades were not yet installed when PSL Properties was fired from the job. The bathroom listed in the BBB complaint was completely redesigned and renovated as part of the upgrades requested by the Owners; the original fixtures were replaced at the owners' request as part of the renovations.

In summation, PSL Properties did not damage the Owners' house. PSL Properties repaired the already existing damage as contracted for by the Owners. Now, the Owners do not want to pay for the work already performed. This is a simple contract dispute and a civil matter that belongs in the courts, and there should be no finding of probable cause against PSL Properties.

If any additional information is needed by the City, please do not hesitate to contact me at your earliest convenience.

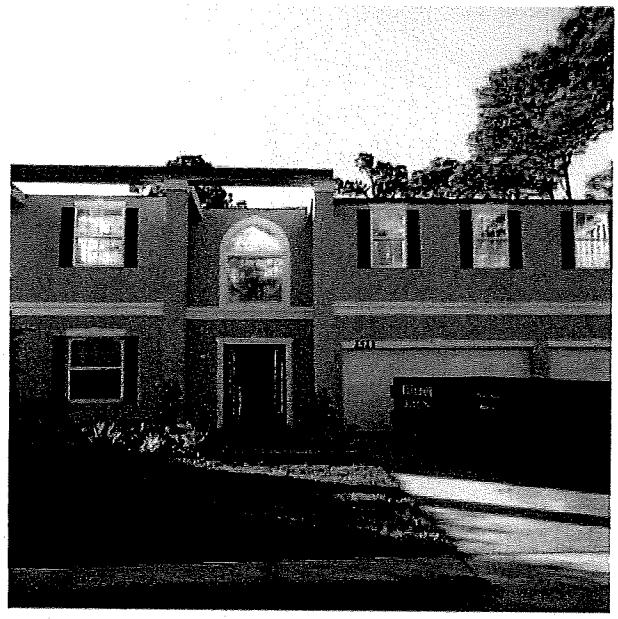
Sincerely,
Katz & Associates, LLC
Attorneys for Port St. Lucie Properties, LLC

Mark R. McMullen
For the Firm

MRM/
Enclosures
cc: client

●●●○○ AT&T 8:37 AM 77%

Messages **Lis** Details



Total Areas

Finished/Under Air (SF):	3,916
Gross Area (SF):	5,020
Land Size (acres):	0.3
Land Size (SF):	13,068

This information is believed to be correct at this time but it is subject to

I'm on my way to file the first complaint with the city

You removed my roof in October and didn't touch the house until December to remodel

You destroyed my house that's easy to prove

Message

●●●○○ AT&T 8:37 AM 77%

Messages **Lis** Details

My attorney will requesting bank statements from you & your insurance information

Tuesday 2:42 PM

MAYOR
LINDA HUDSON

COMMISSIONERS
RUFUS ALEXANDER III
EDWARD BECHT
THOMAS PERONA
REGINALD SESSIONS

CITY MANAGER
ROBERT J. BRADSHAW

BUILDIN OFFICIAL
MARC MEYERS

CITY OF FORT PIERCE
Florida

BUILDING DEPARTMENT
P.O. BOX 1480, 100 N. U.S. 1
FORT PIERCE, FLORIDA 34954
772-467-3180; FAX: 772-467-3849

CONTRACTOR COMPLAINT AFFIDAVIT

PERSON OR COMPANY COMPLAINT IS AGAINST: Marc Montalto, Port St. Lucie Properties
ADDRESS OF THE COMPLAINT: 2943 SE Cates Circle, Port St. Lucie FL 34952

MADE BY: (Mr./Mrs./Ms.) LeShong Hernandez
Address: 2523 Rockwood Drive
City: Fort Pierce FL 34981
Home Phone: N/A Work/Cell Phone

BEFORE ME, the above signed authority, this day personally appe
Name of Person and/or Company: Marc Montalto, Inc
Phone Numb
Address: 2943 SE Cates Circle
City: Port St Lucie State: Florida

IN DETAIL, clearly state your complaint below: (Please include a
correspondences, etc.)
I hired Port St. Lucie properties to d
we suffered a fire. I signed contr
9-16-2015, on August 10th, 20
demolition in my home, considering the entire roof, they
did not file for a rebuild permit until December 15, 2016.
leaving my house exposed without a roof for months
12,000.00 causing damages
I have paid $ 90,000.00 to: Marc Montalto Port St Lucie Properti
By check three checks Money Order other
Type of action being requested of the Board. (Note: If seeking a refund, this would be a civil matter.)

1. Roof didn't go on until Tear off Oct
Demo 8-10-15
Timeline

Signature

SWORN TO AND SUBSCRIBED BEFORE ME this 12 day of April, 2016

Notary Signature

SUSAN J. KELLER
MY COMMISSION #FF223170
EXPIRES August 05, 2017

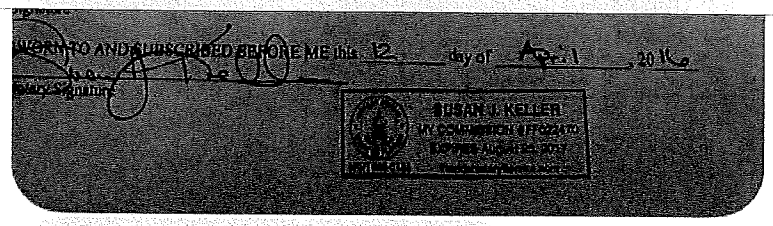
First complaint filed

Tuesday 6:34 PM

iMessage

●●●○○ AT&T 8:37 AM 77%

Messages **Lis** Details



First complaint filed

Tuesday 6:34 PM

I have a list of the sub contractors who have not been paid, I will be going to the police department in the morning. You stole 102,551 from us.

This is not a simple civil matter, you committed a criminal act

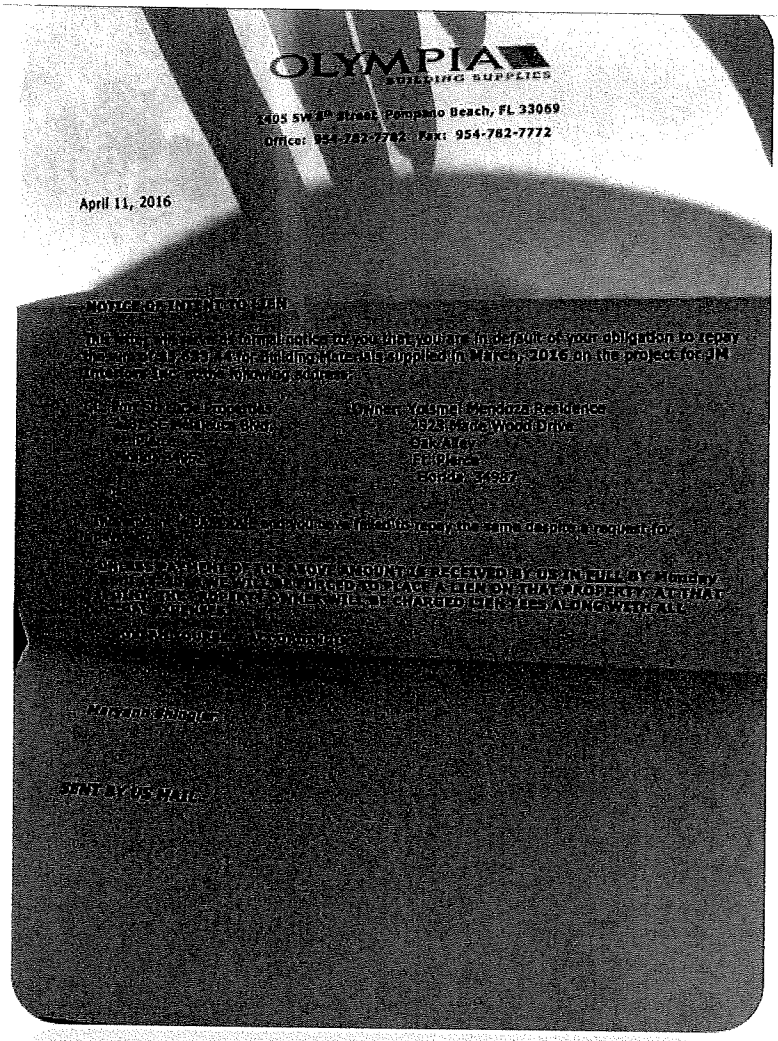
Wednesday 7:26 AM

I have two complaints submitted one with the city the other with the BBB, I will with Florida licensing department today. If you don't send me the paperwork by 9am I am meeting with the state attorney & news anchor Andrew Ruiz.

iMessage

●●●○○ AT&T 8:37 AM 76%

Messages **Lis** Details



OLYMPIA
BUILDING SUPPLIES

2405 SW 4th Street Pompano Beach, FL 33069
Office: 954-782-7782 Fax: 954-782-7772

April 11, 2016

You are going to jail & will be forced to bankrupt

So sad

The last check I gave you has a stop payment for fraud they will take the money from your account this week

iMessage

●●●○○ AT&T 8:38 AM 76%

Messages **Lis** Details

You are going to jail & will be forced to bankrupt

So sad

The last check I gave you has a stop payment for fraud they will take the money from your account this week

Yesterday 11:03 AM

You need to get releases from all the sub contractors you used in my house & pay them of course or my attorney is putting a lien on all your current projects on Monday

Yesterday 2:20 PM

Your having a grand opening party for your office & your about to loose all permitting privileges in st Lucie county and the surrounding counties

iMessage

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4182713 OR BOOK 3860 PAGE 1351, Recorded 04/21/2016 at 04:05 PM

Prepared by and Return To:
Mark R. McMullen, Esq.
Katz & Associates Law Firm
49 SW Flagler Ave, Ste. 301
Stuart, FL 34994

COPY

WARNING!

THIS LEGAL DOCUMENT REFLECTS A CONSTRUCTION LIEN WAS PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE THIS LIEN.

CLAIM OF LIEN

State of Florida
County of St. Lucie

Before me, the undersigned notary public, personally appeared MARK MONTALTO, as President of PORT ST. LUCIE PROPERTIES, INC. ("LIENOR"), which has an address of 2401 SW Monterey Lane, Port St. Lucie, FL 34953, who was duly sworn and says that in accordance with a contract with YOISMEL MENDOZA and LISKARY HERNANDEZ COMASK, LIENOR furnished labor, services, and/or materials consisting of repairs to fire damage and remodel on the following described real property ("Property") in St. Lucie County, Florida:

> Lot 14, Block 1, OAK ALLEY, according to map or plat thereof recorded in Plat Book 54, Page 26 of the Public Records of St. Lucie County, Florida, which has an address of 2523 Madewood Dr., Ft. Pierce, FL 34981.

The Property is owned by YOISMEL MENDOZA and LISKARY HERNANDEZ COMASK. The total value of the labors, services, and/or materials supplied by LIENOR to the Property have a total value of $245,761.14, of which there remains unpaid $48,634.24, and furnished the first of the items on September 16, 2015, and the last of the items on April 8, 2016.

PORT ST. LUCIE PROPERTIES, INC.

MARK MONTATLO, President

Sworn to and subscribed before me this 15 day of April, 2016, by MARK MONTALTO as President of PORT ST. LUCIE PROPERTIES, INC., who is [ ] personally

known to me or [ ] who produced Drivers Lic. as identification, and who did take an oath.

(Signature of Notary Public)

MICHELLE LOBRUTTO
Commission # FF 949733
Expires January 12, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

(Print Commissioned Name)

My Commission Expires: 1/12/2020

(NOTARY SEAL)

Commission No.: FF949733

COPY

COPY

COPY

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4102917 OR BOOK 3779 PAGE 654, Recorded 08/19/2015 at 09:09 AM

City of Fort Pierce
Notice of Unsafe Building
Affidavit

Date: 8/12/2015

Property Address: 2523 MADEWOOD DR Tax ID#: 2432-801-0031-000/8 Case#: 15-0849

Legal Description: OAK ALLEY (PB 54-26) BLK 1 LOT

Owner(s): YOISMEL MENDOZA
Mailing Address: LISKARY HERNANDEZ COMASK
2523 MADEWOOD DR
FT PIERCE FL 34981

This NOTICE certifies that the above property, building, structure or premise is unsafe and the owner (s) of record has been properly served.

Building Official, City of Fort Pierce, Florida

MECHELLE J. ARBUZOW
Notary Public - State of Florida
My Comm. Expires May 30, 2017
Commission # FF 17807
Bonded Through National Notary Assn

State of Florida, County of ST LUCIE

The foregoing instrument was acknowledged before me this 12 day of August, 20 15, by Marc Meyers who is personally known to me.

Signature of Notary — Print Name of Notary

Attachment: Notice of Unsafe Building Letter

This certificate shall remain on file until such time as the condition(s) rendering the building, structure or premise unsafe have been abated.

COMPLIANCE CERTIFICATION

Corrective action has been taken and the building, structure or premise is no longer unsafe in regards to the attached Notice of Unsafe Building Letter. Said certificate being recorded in OR Book _____ Page _____, Dated _____ in Record of certificate # _____, in the office of the Clerk of the Circuit Court of St. Lucie County, Florida.

The structure has been repaired or demolished.

Date — Building Official, City of Fort Pierce, Florida

State of Florida, County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ who is personally known to me.

Signature of Notary — Print Name of Notary

Prepared by and Return to: City of Fort Pierce
Building Department
P O Box 1480
Fort Pierce FL 34954

COPY

MAYOR
LINDA HUDSON

COMMISSIONERS
RUFUS ALEXANDER III
EDWARD BECHT
REGINALD SESSIONS
TOM PERONA

CITY MANAGER
ROBERT BRADSHAW

BUILDING OFFICIAL
MARC MEYERS

CITY OF FORT PIERCE
Florida

BUILDING DEPARTMENT
100 N. U.S. 1 - P.O. BOX 1480
FORT PIERCE, FLORIDA 34954
TEL. (772)467-3000 FAX (772) 467-3849

COPY

August 12, 2015 Tax ID #: 2432-801-0031-000/8 Case #: 15-0849

YOISMEL MENDOZA
LISKARY HERNANDEZ COMASK
2523 MADEWOOD DR
FT PIERCE, FL 34981

RE: 2523 MADEWOOD DR

Pursuant to the City of Fort Pierce Code of Ordinances and the International Property Maintenance Code (IPMC) s. 108, the property located at the above referenced location has been found to be unsafe and is in violation of the following:

1. Structural members damaged/unsafe. All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads (IPMC 304.4)
2. Foundation walls damaged/unsafe. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests (IPMC 304.5)
3. Roofs and roof drainage damaged/unsafe. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure (IPMC 304.7)
4. Stairways, decks, porches and balconies damaged/unsafe. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads (IPMC 304.10)
5. Window, skylight, doors and door frames damaged/unsafe. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight (IPMC 304.13)
6. Structural members damaged/unsafe. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads (IPMC 305.2)
7. Stairs and walking surfaces damaged/unsafe. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair (IPMC 305.4)
8. Electrical equipment, wiring and appliances damaged/unsafe. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner (IPMC 605.1)
9. Duct system damaged/missing/unsafe. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function (IPMC 607.1)
10. Fire protection systems missing/damaged. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the International Fire Code (IPMC 704.1)
11. Unsafe Structure: Dangerous to life, health, property or safety of the public; Missing minimum safeguards in case of fire; Structure contains unsafe equipment; Structure is damaged/decayed/dilapidated (IPMC 108.1.1)
12. Unsafe Equipment: Unsafe electrical wiring or device (IPMC 108.1.2)
13. Structure unfit for human occupancy: Structure is unsafe/unlawful/degree of disrepair (IPMC 108.1.3)

The building(s), structure(s), or premise(s) is condemned and repair/rehabilitation permit(s) shall be applied for within 30 days. If the building(s) or structure(s) is to be repaired, drawings prepared by a Florida licensed

File Name: C0060376

engineer or architect addressing any and all deficiencies will be required with the building permit application unless otherwise approved by the Building Official.

The building or structure has been ordered vacated and posted to prevent further occupancy until work is completed and the final inspection has been approved. The demolition of the building or structure must fully comply with all local ordinances and the currently adopted Florida Building Code (FBC). **If no action has been taken by the legal owner to come into compliance within the time specified, the City may initiate demolition proceedings in accordance with all applicable codes, with all costs incurred charged against the owner of record and a lien filed upon such real estate.**

Any person having any legal interest in the property may appeal this notice by the Building Official to the Construction Board of Adjustments and Appeals (CBAA); such appeal shall be in writing in the form specified in the Rules of Procedure of the CBAA and shall be filed with the Building Official within 20 calendar days from the date of this notice with a $200 fee. Failure to appeal in the time specified will constitute a waiver of all rights to an administrative hearing.

Should you have questions regarding this matter, you may contact my office at (772) 467-3722.

Sincerely,

Marc Meyers
Building Official

In addition to furnishing this notice to the above-named violator by first class mail, copies of this notice have been furnished by first class mail to:

YOISMEL MENDOZA
LISKARY HERNANDEZ COMASK
643 NW STANDFORD LANE
PORT ST. LUCIE, FL 34983

COPY

COPY

BBB serving Southeast Florida & the Caribbean
4411 Beacon Circle, Suite 4
West Palm Beach, FL 33407
Tel: (561) 842-1918 Fax: (561) 845-7234

April 14, 2016

Mr. Mark Montalto
Port St. Lucie Properties, Inc.
2943 SE Cates Cir
Port Saint Lucie, FL 34952-5811

RE: Case # 90346501: Yoismel Mendoza

Please make note of the case number above and refer to it in all future communications with BBB® regarding this matter.

Why am I receiving this letter?
We are presenting a customer complaint to you for resolution. BBB understands that there are two sides to every dispute, and we have not pre-judged the validity of this claim. This is your opportunity to address the concerns of your customer and to rebuild the trust that first brought you together in this transaction. BBB seeks to help businesses and consumers resolve their disputes, whether or not they are accredited with BBB.

How do I take care of this?
Your BBB is requesting a written response to this complaint by **April 28, 2016**. Your prompt and professional response greatly enhances the chance for a successful resolution. The fastest and easiest way to view and respond to the complaint is to use the web link (i.e. caselink) below. Written responses may also be submitted via email, fax, or postal mail.

http://seflorida.app.bbb.org/complaint/view/90346501/b/y26ww9t

What should I include in my response?
Please provide an explanation of the events from your perspective and/or a concrete plan for how to work toward a resolution. Remember that the more factual information we have about the case, the easier it is for all parties to develop a full understanding of the situation. Copies of any supporting documents can be uploaded to the caselink or forwarded via email, fax, or postal mail.

What information will be posted to the website?
Please understand that the complaint content and your response will be publicly posted on BBB's web site (BBB reserves the right to not post in accordance with BBB policy). By submitting your response, you are representing that it is a truthful account of your experience with this consumer. BBB may edit the complaint or your response to protect privacy rights and to remove inappropriate language.

What will happen if I do not submit a written response?
If you do not respond promptly to this complaint, it may be closed as Unanswered. This may result in a substantially lower rating with BBB, which could adversely influence potential customers.

What can I expect to happen next?
Once we receive your written response, we will forward it to your customer. We will ask them to respond, in writing, whether their concerns have been resolved. If they continue to express dissatisfaction, the case will be reviewed by BBB staff to determine if the remaining concerns warrant an additional response from you. The overall standard applied in the review process is: *Did the company act in good faith, and did it do everything it could have reasonably been expected or responsible to do to resolve the issue?*

Sincerely,

Customer Service Department

BBB serving Southeast Florida & the Caribbean

COMPLAINT ACTIVITY REPORT Case #90346501

Consumer Info: Mendoza, Yoismel
2523 Madewood Drive
Fort Pierce, FL 34981
- 772 834-9841

Business Info: Port St. Lucie Properties, Inc.

772 336-0050

Consumer's Original Complaint:
Port St Lucie Properties removed the roof off my house on October 2015, and didn't replace it until February 25th 2016. They damaged my entire house. I hired Port St Lucie Properties to remodel my home after we suffered a house fire on June 9th 2015, I signed contract with them on September 16, 2016, they began demolition on August 10th 2015 removing the entire roof from the home. They then waited until December 15, 2016 to apply for a rebuild permit, and began the truss design in January. My entire house was exposed to summer & winter weather conditions and elements of nature. The sub floors on the second floor where completely ruined along with all bathroom fixtures, staircase, front door, water heater, garage doors, etc. My home also flooded numerous times causing the tile floors to fall apart. Mark Montalto (contractor) failed to protect my home & caused additional damages.

Consumer's Desired Resolution:
I want this company to sign a release of lien on my property. I no longer wish to do business with them.

BBB Processing

04/12/2016	**web**	**BBB**	Case Received by BBB
04/13/2016	**PAS**	**BBB**	Case Reviewed by BBB
04/13/2016	**Otto**	**EMAIL**	Send Acknowledgement to Consumer
04/13/2016	**Otto**	**BBB**	Notify Business of Dispute

CITY OF FORT PIERCE
Florida

DEPARTMENT OF BUILDING AND CODE ENFORCEMENT
P. O. BOX 1480 • FORT PIERCE, FLORIDA 34954

CERTIFIED MAIL™

7002 2030 0003 2447 1939

Mr. Philip Petruzzelli
Port St. Lucie Properties
2943 SE Cates Circle
Port St. Lucie, FL 34952

ITY OF FORT PIERCE
Florida

DEPARTMENT OF BUILDING AND CODE ENFORCEMENT
P. O. BOX 1480 • FORT PIERCE, FLORIDA 34954

Mr. Philip Petruzzelli
Port St. Lucie Properties
2943 SE Cates Circle
Port St. Lucie, FL 34952

COMPLAINT ACTIVITY REPORT Case # 90164497 **BBB of Central Florida**

Consumer Info: Mendoza, Yoismel
2523 Madewood Drive
Fort Pierce, FL 34981
- 772 834-9477
qbndts@yahoo.com

Business Info: FBC Mortgage, LLC
189 S Orange Avenue Suite 970
Orlando, FL 32801-3264
407 872-3383

Location Involved: (Same as above)

Consumer's Original Complaint :
We had a fire in our home, the insurance company paid the policy limit. FBC Mortgage does not want to pay my contact. We had a house fire on June 9th 2014, the cause of the fire was never determined. The insurance paid the policy limit of 305k estimating a rebuild of 276k. I hired a licensed contractor to do all the repairs in the home. FBC Mortgage sent my contractor 40k to start the repairs and my contractor started the work. I scheduled an inspection for FBC Mortgage to inspect the work and release more funds. The inspector came and stated that the home was at 45% complete. FBC Mortgage then decided that unless my contractor was at 50% complete, they wouldn't sent any funds. How can he have 50% of the home completed with only 40k on a rebuild of 276k. I have contacted numerous supervisors, they give me a time frame of 24-48 hours for a call back, but I never hear from them. I have been asking for my contractors payment schedule to be honored for over a month. They will not pay him, he is no longer doing work on my home. I have to pay over $2,200 in mortgage, HOA, Lawn Maintenance, for a home I cannot live in. FBC Mortgage has made my life a living hell. They are very unprofessional, they are constantly missing paperwork, they never call back. Every time I contact them, there is a new excuse to not honor my contractors payment schedule.

Consumer's Desired Resolution:
They need to honor my contractors payment schedule, so that my house can be finished and I can move back.

BBB Processing

01/12/2016 **web** **BBB** Case Received by BBB

COMPLAINT ACTIVITY REPORT Case # 90346501

BBB serving Southeast Florida & the Caribbean

Consumer Info: Mendoza, Yoismel
2523 Madewood Drive
Fort Pierce, FL 34981
- 772 834-9841
liskaryhernandez@yahoo.com

Business Info: Port St. Lucie Properties, Inc.

772 336-0050

Location Involved: (Same as above)

Consumer's Original Complaint :
Port St Lucie Properties removed the roof off my house on October 2015, and didn't replace it until February 25th 2016. They damaged my entire house. I hired Port St Lucie Properties to remodel my home after we suffered a house fire on June 9th 2015, I signed contract with them on September 16, 2016, they began demolition on August 10th 2015 removing the entire roof from the home. They then waited until December 15, 2016 to apply for a rebuild permit, and began the truss design in January. My entire house was exposed to summer & winter weather conditions and elements of nature. The sub floors on the second floor where completely ruined along with all bathroom fixtures, staircase, front door, water heater, garage doors, etc. My home also flooded numerous times causing the tile floors to fall apart. Mark Montalto (contractor) failed to protect my home & caused additional damages.

Consumer's Desired Resolution:
I want this company to sign a release of lien on my property. I no longer wish to do business with them.

BBB Processing

04/12/2016	**web**	**BBB**	Case Received by BBB
04/13/2016	**PAS**	**BBB**	Case Reviewed by BBB
04/13/2016	**Otto**	**EMAIL**	Send Acknowledgement to Consumer
04/13/2016	**Otto**	**MAIL**	Notify Business of Dispute
04/28/2016	**WEB**	**BBB**	RECEIVE BUSINESS RESPONSE : The property Owners misstated and omitted the facts in their complaint against Port St. Lucie Properties, Inc. ("PSL Properties"). Their house was severely damaged in a fire on June 9, 2015. The firefighters used large amounts of water throughout the house to extinguish the fire. The house was uninhabitable. In September, 2005, over 3 months after the fire, the Owners hired PSL Properties to commence repairs once demolition of the damaged areas of the home was completed by a different contractor. That different contractor is likely the person who the Owners claim began demolition in August, 2015, a month before PSL Properties was hired by the Owners. The person hired by the Owners to demolish the fire damage never completed that demolition. At the time PSL Properties was hired, there were large, existing holes in the roof from the fire which were already uncovered and had allowed rain and other weather-related events to continue to enter the home and cause even greater damage than the fire had left. PSL Properties is without knowledge as to what caused the prior person to leave the job, but PSL Properties had to complete demolition before starting repairs. PSL Properties began the demolition of the damaged portions of the home in October, 2015. Permits were issued by the City of Ft. Pierce on November, 2015. After commencing work, the Owners decided they wanted extensive changes made to the original design of the house. At that time, the Owners lacked any plans or blueprints for those changes and the needed blueprints and plans for the renovations had to be created from scratch, which caused delays in construction. After the renovation plans were completed, those plans had to be submitted to and be approved by the City. At one point, the Owners told PSL Properties to stop construction early in the process at one point and told PSL Properties it was because they had to address the renovations with their mortgage company. The Owners also had PSL Properties stop work in January 2016 because the Owners had not yet received permission form their homeowners association to make the exterior changes they desired. When it was allowed to work, PSL Properties proceeded to complete demolition, and then to make repairs and renovations as quickly as the unusually rainy winter and the owners' changes and delays allowed. The damages the Owners list in their complaint were caused by the fire or the water used to extinguish it, the exposure to the elements due to the failure to cover the holes in the roof prior to PSL Properties being hired, or were items the Owners wanted removed from the house as part of the renovations. The water heater and garage door were undamaged while PSL Properties was allowed on the jobsite. The front door's sidelight was damaged in the fire and the Owners wanted the entire entry and door upgraded as part of the renovations. The Owners also wanted new stair railings and stairway renovations. The front door and stair upgrades were not yet installed when PSL Properties was fired from the job. The bathroom was completely redesigned and renovated as part of the upgrades requested by the Owners; the original fixtures were replaced at the owners' request as part of the renovations. The Owners' complaint only came after PSL Properties completed almost all repairs and renovations as it was hired to do, and the Owners' latest bill to PSL Properties came due. The Owners repeatedly demanded PSL Properties waive the remainder of its bill, and if the bill was not waived, the Owners threatened to make a variety of various civil and criminal allegations against PSL Properties. The Owners threatened to falsely report a check the Owners admit to previously giving to PSL Properties as a partial payment was fraudulent and further threatening to place a "stop payment" order on said check. The Owners also threatened to wrongfully file liens against other clients of PSL Properties who have nothing to do with this matter, and threatened to file complaints against the subcontractors who worked on their house. PSL Properties refused to waive the amounts owed to it from the Owners, and in turn the Owners filed this BBB complaint containing false allegations as well as other complaints with false allegations against PSL Properties. PSL Properties recorded a claim of lien against the Owners' property and will foreclose that claim of lien if the Owners refuse to pay to PSL Properties what is owed by them. PSL Properties will also defend any and all complaints filed against it by the Owners. PSL Properties will assist any and all persons against whom the Owners filed wrongful liens and complaints to both defend those liens and complaints, as well as to bring their own complaints and lawsuits against the Owners.
04/28/2016	**PAS**	**EMAIL**	Forward Business response to Consumer
05/10/2016	**OttO**	**BBB**	No Consumer Response- Assumed Resolved with Letter
05/10/2016	**OttO**	**MAIL**	Inform Business - Case Closed ASSUMED RESOLVED
05/10/2016	**OttO**	**BBB**	Case closed - ASSUMED RESOLVED
05/10/2016		**BBB**	MORE INFO RECEIVED FROM THE CONSUMER : I have hired an attorney & we are filing a lawsuit

Sani Effect Environmental

SANI EFFECT ENVIRONMENTAL, LLC.
1319 Parkland Blvd
Fort Pierce, Florida 34982
772.359.5330 / Email: Em@SaniEffect.com
Florida State Mold Licence MRSR2425 & MRSA2250

Client: Mark Montalto
Property: 2523 Madewood Dr
Fort Pierce, FL

Operator Info:
Operator: RESTORE

Estimator: Enrique J Muniz Business: (772) 359-5330

Business: 1748 SW Biltmore St Suite # A
Port St Lucie, FL 34984

Type of Estimate:
Date Entered: 1/12/2016 Date Assigned:

Price List: FLFP5B_NOV12
Restoration/Service/Remodel
Estimate: MONTALTO_WATER

Sani Effect Environmental

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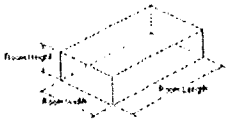
MONTALTO_WATER

1ST FLOOR

LxWxH 54' x 42' x 8'

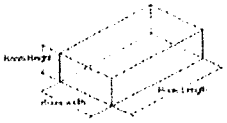


1,536.00 SF Walls	2,268.00 SF Ceiling
3,804.00 SF Walls & Ceiling	2,268.00 SF Floor
252.00 SY Flooring	192.00 LF Floor Perimeter
432.00 SF Long Wall	336.00 SF Short Wall
192.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. Air mover (per 24 hour period) - No monitoring	24.00 EA	0.00	25.75	618.00
(6) Air Mover for (4) days				
2. Dehumidifier (per 24 hour period) - XLarge - No monitoring	8.00 EA	0.00	118.75	950.00
3. Heat drying - thermal exchanger with air mover - 50 kBtu	4.00 DA	0.00	205.49	821.96
Totals: 1ST FLOOR				2,389.96

2ND FLOOR

LxWxH 54' x 42' x 8'



1,536.00 SF Walls	2,268.00 SF Ceiling
3,804.00 SF Walls & Ceiling	2,268.00 SF Floor
252.00 SY Flooring	192.00 LF Floor Perimeter
432.00 SF Long Wall	336.00 SF Short Wall
192.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
4. Air mover (per 24 hour period) - No monitoring	24.00 EA	0.00	25.75	618.00
(6) Air Mover for (4) days				
5. Dehumidifier (per 24 hour period) - XLarge - No monitoring	8.00 EA	0.00	118.75	950.00
6. Heat drying - thermal exchanger with air mover - 50 kBtu	4.00 DA	0.00	205.49	821.96
Totals: 2ND FLOOR				2,389.96

Sani Effect Environmental

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Fort Pierce, Florida 34982
772.359.5330 / Email: Em@SaniEffect.com
Florida State Mold Licence MRSR2425 & MRSA2250

Miscellaneous

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
7. Equipment decontamination charge - per piece of equipment	18.00 EA	0.00	27.91	502.38
8. Equipment adjustment, monitoring, documentation and travel (hourly charge)	4.00 HR	0.00	40.30	161.20
9. Cleaning & Remediation - Supervisory - per hr	3.00 HR	0.00	42.38	127.14
(4) hours for project administration,scoping, recording of measurements, photo documentation, psychrometric data and reporting, ***(1.75) hours for final invoice compilation.***				
10. Power distribution box	4.00 DA	0.00	33.98	135.92
Totals: Miscellaneous				926.64
Line Item Totals: MONTALTO_WATER				**5,706.56**

Grand Total Areas:

3,072.00	SF Walls	4,536.00	SF Ceiling	7,608.00	SF Walls and Ceiling
4,536.00	SF Floor	504.00	SY Flooring	384.00	LF Floor Perimeter
864.00	SF Long Wall	672.00	SF Short Wall	384.00	LF Ceil. Perimeter
0.00	Floor Area	0.00	Total Area	0.00	Interior Wall Area
0.00	Exterior Wall Area	0.00	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Sani Effect Environmental

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Summary

Line Item Total	5,706.56
Replacement Cost Value	**$5,706.56**
Net Claim	**$5,706.56**

Enrique J Muniz

contractor bid

Staples Copy Center #441

Sent: Thursday, January 21, 2016 9:22 AM
To: vetheia.brown@seibels.com
Attachments: lis.pdf (993 KB)

Attached is a copy of the contractor bid....Lis Hernandez

Staples 441
2609 S US Hwy 1
Ft. Pierce, FL 34982
Phone: (772) 466-0636 Ext 2
Fax: (772) 466-8383

Sani Effect Environmental

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Client: Mark Montalto
Property: 2523 Madewood Dr
Fort Pierce, FL

Operator Info:
Operator: RESTORE

Estimator: Enrique J Muniz Business: (772) 359-5330

Business: 1748 SW Biltmore St Suite # A
Port St Lucie, FL 34984

Type of Estimate:
Date Entered: 1/12/2016 Date Assigned:

Price List: FLFP5B_NOV12
Restoration/Service/Remodel
Estimate: MONTALTO_MOLD

Sani Effect Environmental

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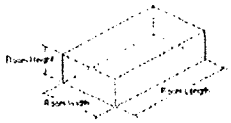
MONTALTO_MOLD

1ST FLOOR **LxWxH 54' x 42' x 8'**



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252.00 SY Flooring	192.00 LF Floor Perimeter
432.00 SF Long Wall	336.00 SF Short Wall
192.00 LF Ceil. Perimeter	

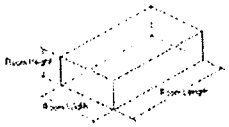
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
10. Containment Barrier/Airlock/Decon. Chamber	120.00 SF	0.00	1.06	127.20
12. Peel & seal zipper - heavy duty	1.00 EA	0.00	14.35	14.35
11. Ducting - lay-flat - Large	10.00 LF	0.00	0.50	5.00
3. Negative air fan (24 hr period) - No monit.	4.00 DA	0.00	70.00	280.00
2 Units for 2 days during cleaning procces				
4. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	6.00 DA	0.00	105.32	631.92
3 Units for 2 days during sanitization procces				
6. Hydroxyl generator - odor counteractant - 3 optics	2.00 DA	0.00	225.49	450.98
Hydroxyl generator is safety rated for use in occupied spaces.For odor control, stabilization and disinfection Note : This item represent technoly relatively new to the restoration industry, and pricing information is based on a limited amount of national feedback.				
13. HEPA Vacuuming - Light - (PER SF)	1,536.00 SF	0.00	0.23	353.28
9. Add for HEPA filter (for canister/backpack vacuums)	1.00 EA	0.00	56.53	56.53
16. Clean stud wall	1,536.00 SF	0.00	0.33	506.88
20. Apply plant-based anti-microbial agent	1,536.00 SF	0.00	0.21	322.56
19. Seal the walls w/anti-microbial coating - one coat	1,536.00 SF	0.00	0.52	798.72
21. Deodorize building - Fogging	18,144.00 CF	0.00	0.05	907.20
Includes: Deodorizing chemical, hot thermal fogger, and labor. Quality: Small electrical type hot thermal fogger. Note: Home or area must be sealed for 24 hours after thermal fogging application. Item is based on residential applications.				

Totals: 1ST FLOOR 4,454.62

Sani Effect Environmental

SANI EFFECT ENVIRONMENTAL, LLC.
1319 Parkland Blvd
Fort Pierce, Florida 34982
772.359.5330 / Email: Em@SaniEffect.com
Florida State Mold Licence MRSR2425 & MRSA2250

2ND FLOOR **LxWxH 54' x 42' x 8'**



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3,804.00 SF Walls & Ceiling	2,268.00 SF Floor
252.00 SY Flooring	192.00 LF Floor Perimeter
432.00 SF Long Wall	336.00 SF Short Wall
192.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
34. Containment Barrier/Airlock/Decon. Chamber	120.00 SF	0.00	1.06	127.20
35. Peel & seal zipper - heavy duty	1.00 EA	0.00	14.35	14.35
36. Ducting - lay-flat - Large	10.00 LF	0.00	0.50	5.00
37. Negative air fan (24 hr period) - No monit.	4.00 DA	0.00	70.00	280.00
2 Units for 2 days during cleaning procces				
38. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	6.00 DA	0.00	105.32	631.92
3 Units for 2 days during sanitization procces				
39. Hydroxyl generator - odor counteractant - 3 optics	2.00 DA	0.00	225.49	450.98
Hydroxyl generator is safety rated for use in occupied spaces.For odor control, stabilization and disinfection				
Note : This item represent technoly relatively new to the restoration industry, and pricing information is based on a limited amount of national feedback.				
40. HEPA Vacuuming - Light - (PER SF)	1,536.00 SF	0.00	0.23	353.28
41. Add for HEPA filter (for canister/backpack vacuums)	1.00 EA	0.00	56.53	56.53
42. Clean stud wall	1,536.00 SF	0.00	0.33	506.88
43. Apply plant-based anti-microbial agent	1,536.00 SF	0.00	0.21	322.56
44. Seal the walls and ceiling w/anti-microbial coating - one coat	3,804.00 SF	0.00	0.52	1,978.08
45. Deodorize building - Fogging	18,144.00 CF	0.00	0.05	907.20
Includes: Deodorizing chemical, hot thermal fogger, and labor.				
Quality: Small electrical type hot thermal fogger.				
Note: Home or area must be sealed for 24 hours after thermal fogging application. Item is based on residential applications.				

Totals: 2ND FLOOR 5,633.98

Sani Effect Environmental

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1319 Parkland Blvd
Fort Pierce, Florida 34982
772.359.5330 / Email: Em@SaniEffect.com
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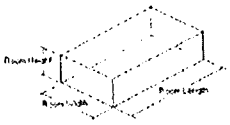
Miscellaneous



DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
24. Equipment decontamination charge - HVY, per piece of equip	12.00 EA	0.00	40.91	490.92
25. Personal protective gloves - Heavy duty (per pair)	4.00 EA	0.00	3.98	15.92
26. Equipment adjustment, monitoring, documentation and travel (hourly charge)	4.00 HR	0.00	40.30	161.20
27. Final cleaning	0.00 EA	0.00	150.02	0.00
28. Cleaning & Remediation - Supervisory - per hr	3.00 HR	0.00	42.38	127.14
(4) hours for project administration,scoping, recording of measurements, photo documentation, psychrometric data and reporting, ***(1.75) hours for final invoice compilation.***				
29. Respirator cartridge - HEPA only (per pair)	3.00 EA	0.00	7.99	23.97
30. Power distribution box	5.00 DA	0.00	33.98	169.90
31. Scaffolding (Bid Item)	1.00 EA	0.00	75.00	75.00
33. Hazardous Waste/Mold Cleaning Technician - per hour	16.00 HR	0.00	55.08	881.28
Totals: Miscellaneous				1,945.33

Line Item Totals: MONTALTO_MOLD **12,033.93**

SANI EFFECT ENVIRONMENTAL, LLC.
1319 Parkland Blvd
Fort Pierce, Florida 34982
772.359.5330 / Email: Em@SaniEffect.com
Florida State Mold Licence MRSR2425 & MRSA2250

Grand Total Areas:

3,072.00	SF Walls	4,536.00	SF Ceiling	7,608.00	SF Walls and Ceiling
4,536.00	SF Floor	504.00	SY Flooring	384.00	LF Floor Perimeter
864.00	SF Long Wall	672.00	SF Short Wall	384.00	LF Ceil. Perimeter
0.00	Floor Area	0.00	Total Area	0.00	Interior Wall Area
0.00	Exterior Wall Area	0.00	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Sani Effect Environmental

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772.359.5330 / Email: Em@SaniEffect.com
Florida State Mold Licence MRSR2425 & MRSA2250

Summary

Line Item Total	12,033.93
	$12,033.93
Replacement Cost Value	**$12,033.93**
Net Claim	

Enrique J Muniz

PERMIT TIME LIMITS
COMMENCE WORK
WITHIN 180 DAYS
APPROVED INSPECTION
EVERY 180 DAYS

City of Fort Pierce
Building Department

CODE IN EFFECT
FBC ~~2010~~ 2014

Issued December 15 20 15 **POST THIS CARD** Permit No: 15-3196

PERMIT FOR CONSTRUCTION

OPTION 1: CALL 772-429-2018 FOR INSPECTIONS
24 HOUR NOTICE, Effective 12/01/02 Inspections can be called in between 5:45 AM - 11:00 PM
OPTION 2: Click2Gov: www.cityoffortpierce.com/Building Dept

This is to certify that Mendoza
(Owner)

has permission to construct /replace Residential Repairs
(Type of Permit)

at No. 2523 Madewood Dr (Address) Contractor Port St. Lucie Properties

PROVIDING THE PERSON ACCEPTING THIS PERMIT SHALL IN EVERY RESPECT CONFORM TO THE TERMS OF THE APPLICATION ON FILE IN THE BUILDING DEPARTMENT, AND TO THE PROVISIONS OF THE STATUES AND ORDINANCES REGULATING THE CONSTRUCTION OF BUILDINGS IN THE CITY OF FORT PIERCE.

THIS PERMIT MUST BE DISPLAYED ON JOB SITE IN A CONSPICUOUS PLACE IN FULL VIEW FROM THE STREET AND NOT REMOVED UNTIL WORK IS COMPLETED.

A CERTIFICATE OF OCCUPANCY MUST BE OBTAINED PRIOR TO ANY OCCUPANCY.

ANY VIOLATION OF THE TERMS ABOVE STATED IMMEDIATELY REVOKES THIS PERMIT. SEPARATE PERMIT MUST BE ATTAINED IF DRIVEWAY CURB CUT IN IS TO BE MADE.

(Permit Specialist)

APPROVED PLANS AND NOTICE OF COMMENCEMENT MUST BE RETAINED ON JOB AND KEPT POSTED UNTIL FINAL INSPECTION HAS BEEN MADE.

"WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

INSULATION WALL
3-15-16 JZB AP

MANDATORY

1. When work commences the permit card shall be posted in a conspicuous location in front of the job site, available for inspection.
2. If the permit card is not displayed, a stop work order shall be posted immediately and all work discontinued until the permit is displayed.
3. On arrival of a scheduled inspection, if the permit is not displayed, a violation fee shall be paid prior to re-inspection.
4. No inspections will be approved prior to the above, complying with the code.
5. The contractor, owner or representative shall be present for inspection(s), or a fee shall be imposed.

INSPECTIONS OTHER THAN THE ONES LISTED BELOW MAY BE REQUIRED.

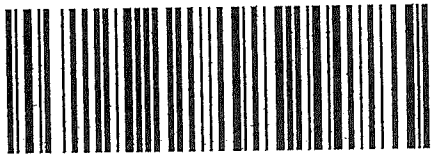
CONSTRUCTION	PLUMBING	ELECTRICAL	AIR CONDITIONING
PSL Properties CBC 1257923	Aqua Dimensions contractor	Ed's Electric contractor	Coastal Htg & A/C contractor
FOUNDATION ____ (Date Inspector)	UNDERGROUND ____ (Date Inspector)	UNDERGROUND ____ (Date Inspector)	UNDERGROUND ____ (Date Inspector)
FLOOR ____	SEWER ____	ROUGH IN 2-10-16 JZB AP	ROUGH DUCT 2-10-16 JZB AP
BEAM ____ AP	ROUGH IN ____	POWER ON 2-24-16 JZB AP	ENERGY RATE ____
STRUCTURAL FRAMING 2-10-16 JZB	FINAL ____	SERVICE ____	FINAL ____
INSULATION ____	IRRIGATION FINAL ____	FINAL ____ AP	ADV. CEILING 2-10-16 JZB AP
FINAL ____		ADV. CEILING 2-10-16 JZB	

Type of Inspection	Date	Inspector	Comments
Roof Sheathing	12-31-15	KG	AP
Tie Downs	12-31-15	KG	AP
Truss Engineering Wind Bracing	12-31-15	KG	AE Submit correct Truss Engineering
Building Sheathing	12-31-15	KG	AP
Dry In Roof	1-7-15	KG	~~AE~~ No valley flashing FBC 110.1 and FBC 1803.
	AE	~~AE~~	
The contractor			2. The contractor shall install
States changing			Valley flashing and call
To Metal Roof.			for additional Dry In Roof
Window Buck 2nd Floor	2-5-16	JZB AP	Inspection. Also missing
Wall Sheathing	2-5-16	JZB AP	flashing front Fire Break.
PLBG Top out	2-10-16	JZB	DA
" Above ceiling	2-10-16	JZB	DA } not ready
" Rough In	2-10-16	JZB	DA
Wire lath	2-12-16	KG	~~AE~~ PA Partial. Windows not yet approved
Windows	2-16-16	JZB	AP
Roof In progress	2-25-16	KG	AP
PLBG Top out	3-10-16	JZB	AP
Above ceiling	3-10-16	JZB	AP
Rough In	3-10-16	JZB	AP

CITY OF FORT PIERCE
Florida

DEPARTMENT OF BUILDING AND CODE ENFORCEMENT
P. O. BOX 1480 • FORT PIERCE, FLORIDA 34954

CERTIFIED MAIL™



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Restricted Delivery Fee (Endorsement Required)
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Postmark Here

4/13/16 complaint notice

Sent To
Street, Apt. No. or PO Box No.
City, State, ZIP+4

Mr. Philip Petruzzelli
Port St. Lucie Properties
2943 SE Cates Circle
Port St. Lucie, FL 34952

PS Form 3800

SENDER: *COMPLETE THIS SECTION*

- 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.

1. Article Addressed to:

Mr. Philip Petruzzelli
Port St. Lucie Properties
2943 SE Cates Circle
Port St. Lucie, FL 34952

9590 9403 0266 5155 5670 89

2. Article Number *(Transfer from service label)*

7002 2030 0003 2447 1915

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☒ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

CITY OF FORT PIERCE
Florida

DEPARTMENT OF BUILDING AND CODE ENFORCEMENT
P. O. BOX 1480 • FORT PIERCE, FLORIDA 34954

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mark the mailpiece with the

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itmark on the Certified Mail
postage and mail.
when making an inquiry.
available on mail

PS Form 3800, June 2002 (Rev
102595-02-M-1692

Mr. Philip Petruzzelli
Port St. Lucie Properties
2943 SE Cates Circle
Port St. Lucie, FL 34952

SENDER: *COMPLETE THIS SECTION*

- 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.

1. Article Addressed to:

Mr. Philip Petruzzelli
Port St. Lucie Properties
2943 SE Cates Circle
Port St. Lucie, FL 34952

9590 9403 0266 5155 5670 89

2. Article Number *(Transfer from service label)*

7002 2030 0003 2447 1915

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☒ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

8:09:08 AM 4/13/2016

Licensee Details

Licensee Information

Name:	**PETRUZZELLI, PHILIP G (Primary Name)**
	PORT ST LUCIE PROPERTIES INC (DBA Name)
Main Address:	**2943 SE CATES CIRCLE** **PORT ST LUCIE Florida 34952**
County:	**ST. LUCIE**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Certified Building Contractor**
Rank:	**Cert Building**
License Number:	**CBC1257923**
Status:	**Current,Active**
Licensure Date:	**01/25/2010**
Expires:	**08/31/2016**

Special Qualifications	**Qualification Effective**
Construction Business	**01/25/2010**

Alternate Names

View Related License Information

View License Complaint

1940 North Monroe Street, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
www.sunbiz.org

Detail by Entity Name

Florida Profit Corporation

PORT ST. LUCIE PROPERTIES, INC.

Filing Information

Document Number	F97967
FEI/EIN Number	59-2217111
Date Filed	09/02/1982
State	FL
Status	ACTIVE

Principal Address

2943 Se cates circle
PORT ST LUCIE, FL 34952

Changed: 04/30/2013

Mailing Address

2943 Se cates circle
PORT ST LUCIE, FL 34952

Changed: 04/30/2013

Registered Agent Name & Address

montalto, mark, pres
2943 Se cates circle
PORT ST LUCIE, FL 34952

Name Changed: 02/13/2015

Address Changed: 04/30/2013

Officer/Director Detail

Name & Address

Title President

Montalto, mark
2281 SE Melaleuca Blvd
port st lucie, FL 34952

Annual Reports

Report Year	Filed Date

Apr 13, 2016 8:08:37 AM EDT

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- Renewal history
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- Sub codes
- Tags/stickers

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Images

License Information

Classification:	BUILDING CONTRACTOR (CERTI
License status:	ACTIVE
Status date:	7/23/2015
Application date:	7/22/2015
Issue date:	7/22/2015
Expiration date:	9/30/2016
Valid through date:	9/30/2016

Business Information

Business number:	37396
Business name:	PORT ST. LUCIE PROPERTIES
Mailing address:	2943 SE CATES CIRCLE PORT ST LUCIE FL 34952
Location address:	LICENSE ADDRESS
Business phone:	(772) 879-0421
Emergency phone:	0

Applicant Information

Applicant/qualifier:	PETRUZZELLI, PHILIP
Address:	2943 SE CATES CIRCLE PORT ST LUCIE FL 34952
Phone:	0
Social Security:	
Drivers license:	
Date of birth:	
Email address:	

Charges/Renewal Summary

Charges summary	Lic/Transfr	Add'l Chrg
Amount charged:	.00	25.00
Amount paid:	.00	25.00
Amount due:	.00	.00

Unposted/Unapplied receipts

New/transfer unposted:	.00
New/transfer unapplied:	.00