

THE SUNRISE CITY
FORT PIERCE
 CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF
 CODE ENFORCEMENT FINES (MASSEY CASE)

Date:	0/24/2018		
Property address:	1908 OLEANER AVE		
Owner(s) of record:	LUIA & GONZALO NOVAS		
Mailing address:	7961 NW 14 ST. DORAL, FL 33126		
Property tax ID #:	2415-703-0164-00015		
Original purchase date:	4/10/2017	Original purchase price:	DEED IN LIEU OF FORECLOSURE
Property is used for:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	LUIA NOVAS GONZALO NOVAS	Relationship to owner(s):	MTOEE/DEED IN LIEU OWNERS
Telephone #:	305-721-7619	Mobile phone #:	305-721-7619
E-mail:	LNOVAS@DELTA5012.NET	Preferred contact method:	PLEASE EMAIL & CALL PH. 305-721-7619
What are owner(s) intentions for property:	Possibly RENT		
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice) ALL PAST VIOLATIONS WERE CORRECTED
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?
Is property under contract for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?

AMOUNT OF FINE

\$ 83,730.⁰⁰ * PER COUNTY

DOLLAR AMOUNT REQUESTING TO BE WAIVED

\$ 82,730.⁰⁰

DOLLAR AMOUNT I AGREE TO PAY

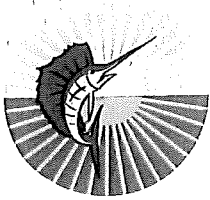
\$ 1000.⁰⁰ * Any Court & ELEVEN (11) LOT

LUIA NOVAS

Signature of Owner or Representative

Date

Printed Name



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REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Colleen Greer (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 1908 OLEANDER AVE.

Property Owner: LUCIA & GONZALO NOVAS

Mailing Address: 7961 NW 14 ST. DORAL, FL 33126

Telephone #: 305-721-7619 Cell Phone #: 305-721-7619

E-Mail Address: LNOVAS@DELTAFLOR.NET

Is the property in compliance? Yes. If no, please explain in the narrative of your request.

I, LUISA NOVAS, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

I FINANCED THE PURCHASE OF THE PROPERTY THRU A
1ST MORTGAGE TO MARIA REYES,
MARIA REYES MADE ATTEMPTS TO FIX THE SUBJECT
PROPERTY BUT NEVER WAS ABLE TO MAKE
PAYMENTS AND FIX THE HOUSE PROPERLY
AFTER MANY YEARS OF NON PAYMENT SHE PROPOSED
TO GIVE PROPERTY IN LIEU OF FORECLOSURE &
TO BE RELEASED FROM THE DEBT & SINCE THEN
WE TOOK UPON OURSELVES TO FIX ANY PAST
VIOLATIONS. THE PROPERTY HAS BEEN FIXED
COMPLETELY AND ALL PERMITS WERE TAKEN OUT,

Date: 8/24/2018

Signed: [Signature]

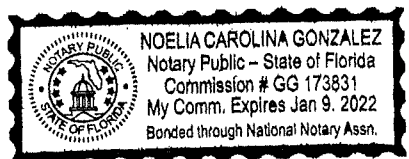
Print Name: LUISA NOVAS

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Luisa Novas who acknowledged before me that the information contained herein is true and correct. He or She (is) is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this 24 day of August, 20 18.



[Signature]
Notary Public, State of Florida

MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement ("Agreement") is between Maria Reyes ("Reyes") and Luisa Novas and Gonzalo Novas ("Novas"). Plaintiff and Defendant are sometimes collectively referred to below as the "Parties".

RECITALS

A. On or about July 22, 2010, Reyes executed the Promissory Note dated July 22, 2010, in the original aggregate principal amount of \$24,000.00 ("Note"). The Note was secured by, among other instruments, that certain Mortgage dated July 22, 2010, and recorded on August 3, 2010 in O.R. Book 3218, Page 1017-1021 of the Public Records of Saint Lucie County ("Mortgage"), encumbering the real property more particularly described in the Mortgage and located at 1908 Oleander Blvd, Fort Pierce, FL 34950 (the "Property").

B. The Note and the Mortgage and all other related agreements or instruments evidencing or securing the foregoing and hereinafter collectively referred to as the "Loan Documents". The indebtedness evidenced by the Loan Documents shall be referred to herein as the "Loan".

C. Reyes defaulted on the obligations set forth in the Loan Documents because Reyes failed to make payments as they became due ("Reyes' Default"). The Loan was accelerated and the entire principal amount of Loan together with all accrued interest thereon was due and owing.

D. On or about October of 2016, Reyes and Novas executed a Deed In Lieu of Foreclosure Agreement (the "Deed in Lieu"), whereby Reyes agreed to transfer title to the property in lieu of Novas filing foreclosure.

E. The Parties now desire to release each other from any and all liability arising out of their contractual relationship as it relates to the execution of the note and mortgage and the Deed in Lieu.

NOW, THEREFORE, for and in valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Novas and Reyes do hereby agree as follows:

Operative Provisions

1. **Effective Date.** The effective date (the "Effective Date") of this Agreement is the date of the last signature to it.

2. **Payment.** No later than (20) days after the Effective Date, Novas will pay to Reyes the total sum of \$500.00 (FIVE HUNDRED DOLLARS), by check payable to "Maria Reyes" in consideration for the execution of this Agreement.

3. **Mutual Release.** The Parties and their agents, heirs, executors, administrators, personal representatives, subrogees, and all other persons and entities acting for or claiming by or through them irrevocably and absolutely release and forever discharge each other and their respective predecessors, successors, assignees, parents, subsidiaries, affiliates, partners, directors, officers, employees, beneficiaries, trustees, agents, heirs, executors, administrators, personal representatives, and subrogees from and of any and all pending claims, demands, suits, damages, losses, liabilities and causes of action or obligations of any kind, character or nature whatsoever, in law or in equity, from the beginning of time to the end of time, arising from or in any way relating to the promissory note, mortgage, and Deed in Lieu, and Deed in Lieu of Foreclosure Agreement (collectively the "**Released Claims**") except that nothing in the foregoing shall operate to release or discharge the Released Parties from their rights, duties and obligations under this Agreement. The Parties warrant that they have not transferred, assigned or otherwise conveyed any right, title or interest in the Released Claims. The Parties covenant not to sue each other regarding any of the Released Claims or use any of the Released Claims as defenses against the either of the Parties.

4. **Governing Law and Enforcement.** This Agreement shall be interpreted and enforced in accord with the law of Florida. If any legal action is required to enforce the terms of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs.

5. **Neutral Interpretation and Counterparts.** The Parties shall be deemed to have cooperated in the drafting and preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any Party. This Agreement may be executed in counterparts and each executed counterpart shall be effective as the original. All faxed, emailed, or electronic signatures affirming this Agreement constitute an original signature.

6. **Background Information.** The background information is true and correct. This Agreement will be interpreted by reference to the background information.

7. **Integration.** This Agreement is the entire and sole agreement of the Parties hereto with respect to its subject matter. It may be modified or amended only by a written instrument executed by all Parties.

8. **Joint and Several.** In this Agreement, any words in the singular will also include the plural, as the case may be and as the context may require. All liability and responsibilities under this Agreement are joint and several unless specifically provided to the contrary.

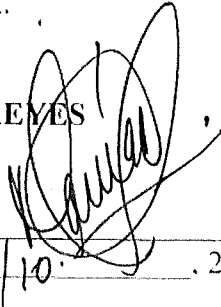
9. **Further Assurances.** The Parties will (a) take any and all actions necessary or appropriate to effectuate the purposes of this Agreement and (b) sign any and all documents required or necessary under law or otherwise to effectuate the provisions of this Agreement.

10. **Authority.** The persons signing below warrant and represent that they have full authority and permissions on behalf of their respective entities to execute and agree to the provisions of this Agreement.

11. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns.

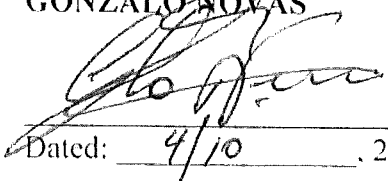
12. Waiver of Trial by Jury. The Parties knowingly, voluntarily and intentionally waive the right they may have to a trial by jury in respect to any litigation based hereon, solely arising out of, under or in connection with this Agreement, any document contemplated to be executed, or by the Parties related solely to the execution and fulfillment of the terms of this Agreement.

MARIA REYES



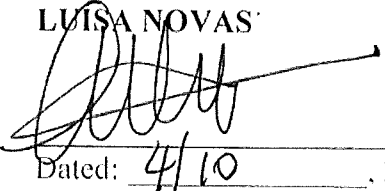
Dated: 4/10, 2017

GONZALO NOVAS



Dated: 4/10, 2017

LUISA NOVAS



Dated: 4/10, 2017

