



BUILDING CODE BOARD OF APPEALS REGULAR MEETING AGENDA

CITY COUNCIL CHAMBERS

May 13, 2026

1:30 PM

A. CALL TO ORDER

B. ROLL CALL

C. ACTION ITEMS

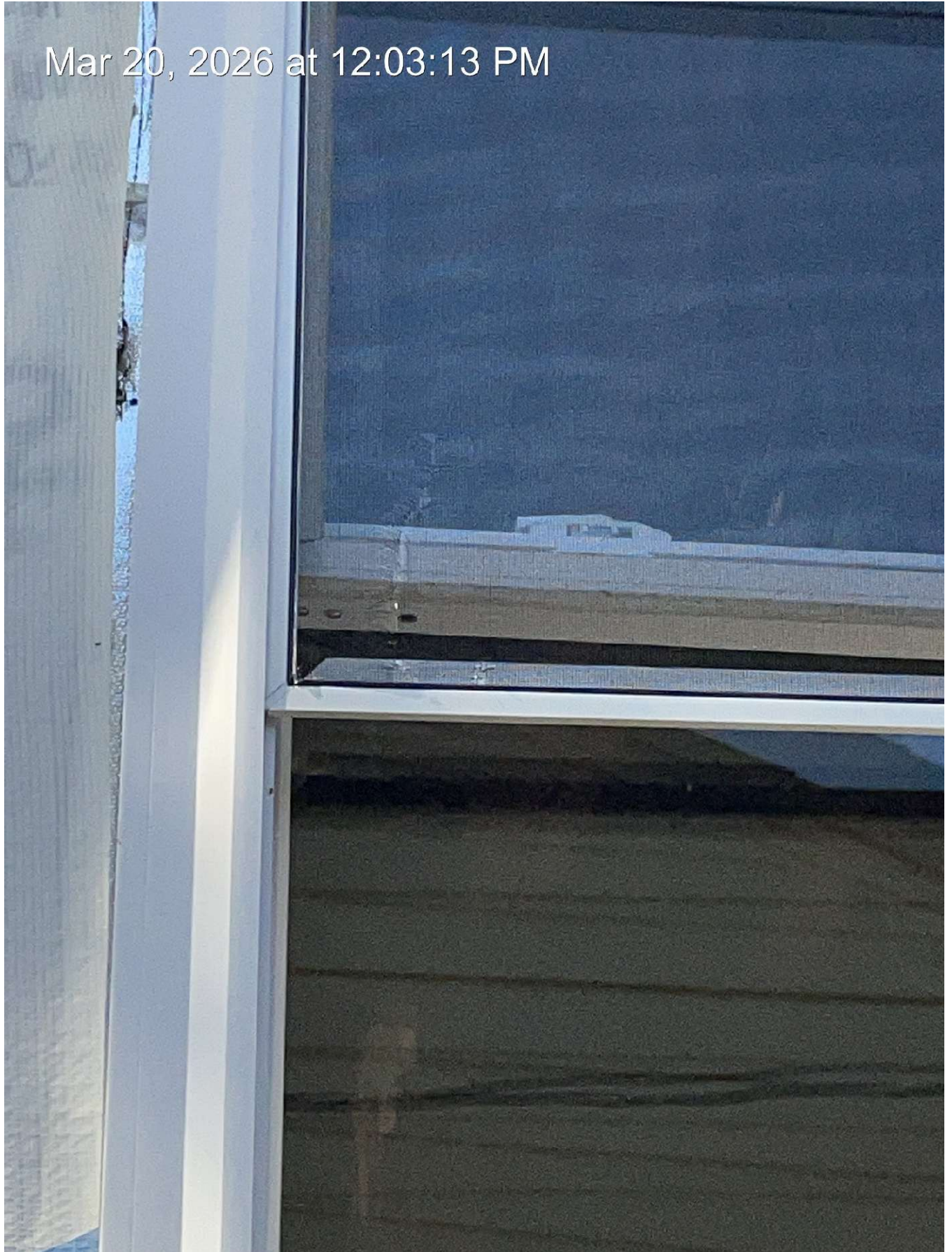
1. CONSIDERATION OF APPEAL FILED BY HOWARD CLARKE, THE OWNER OF THE PROPERTY LOCATED AT 125 SOUTHLAND DR DANVILLE, VIRGINIA 24541

D. ADJOURN

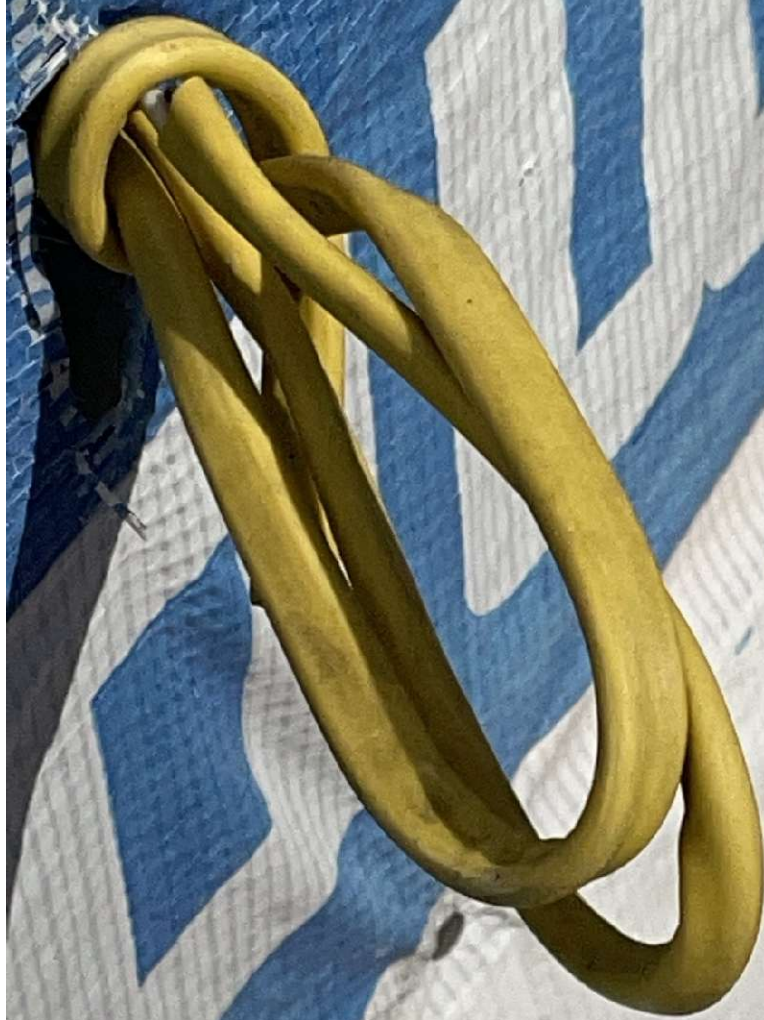
Mar 20, 2026 at 12:01:04 PM



Mar 20, 2026 at 12:03:13 PM



Mar 20, 2026 at 12:01:53 PM



251A

Mar 20, 2026 at 12:01:46 PM



Mar 20, 2026 at 12:07:10 PM



Mar 20, 2026 at 12:01:35 PM



Mar 20, 2026 at 12:03:51 PM



Mar 20, 2026 at 12:01:01 PM



Mar 20, 2026 at 12:01:29 PM





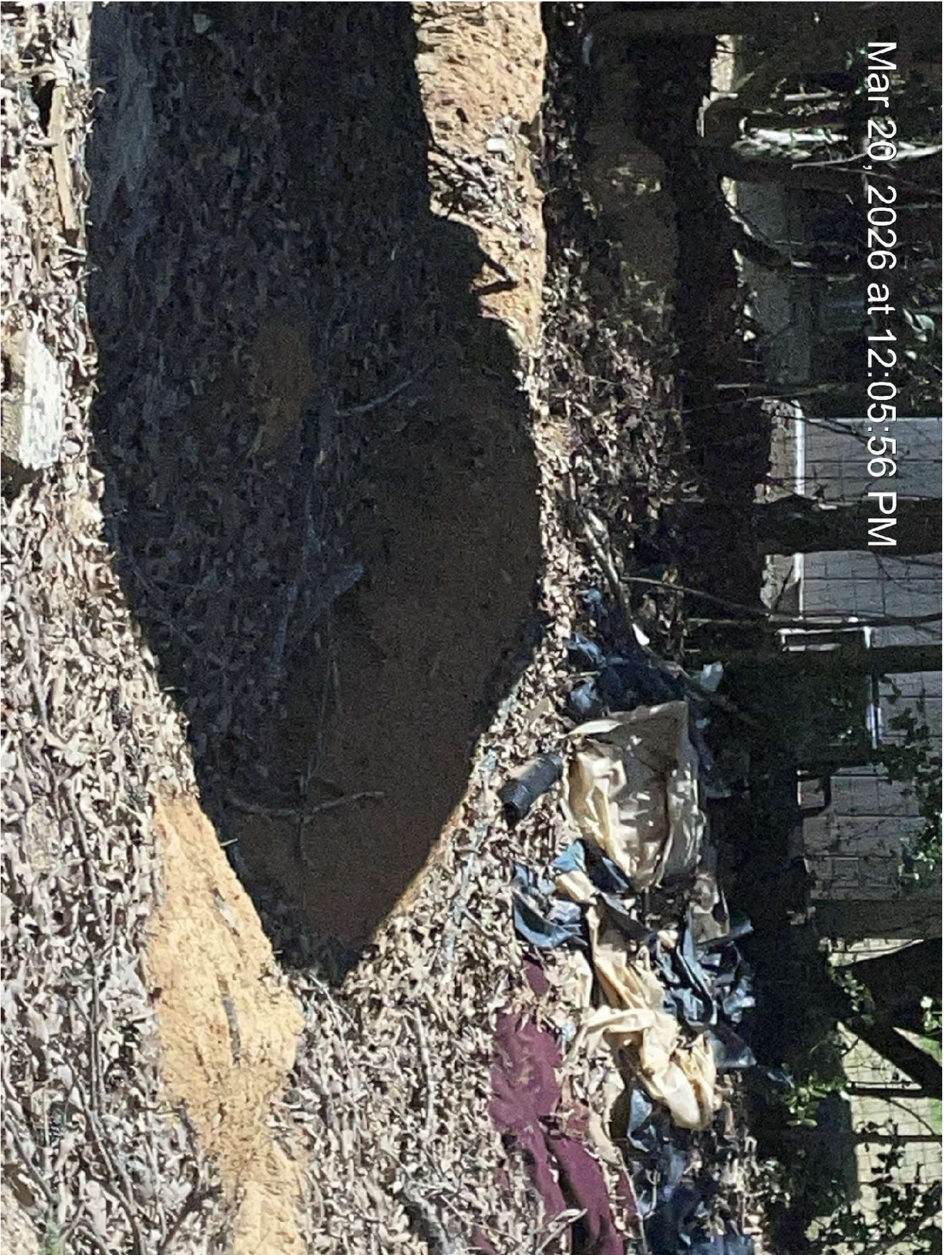
Mar 20, 2026 at 12:06:37 PM



Mar 20, 2026 at 12:06:55 PM



Mar 20, 2026 at 12:05:56 PM



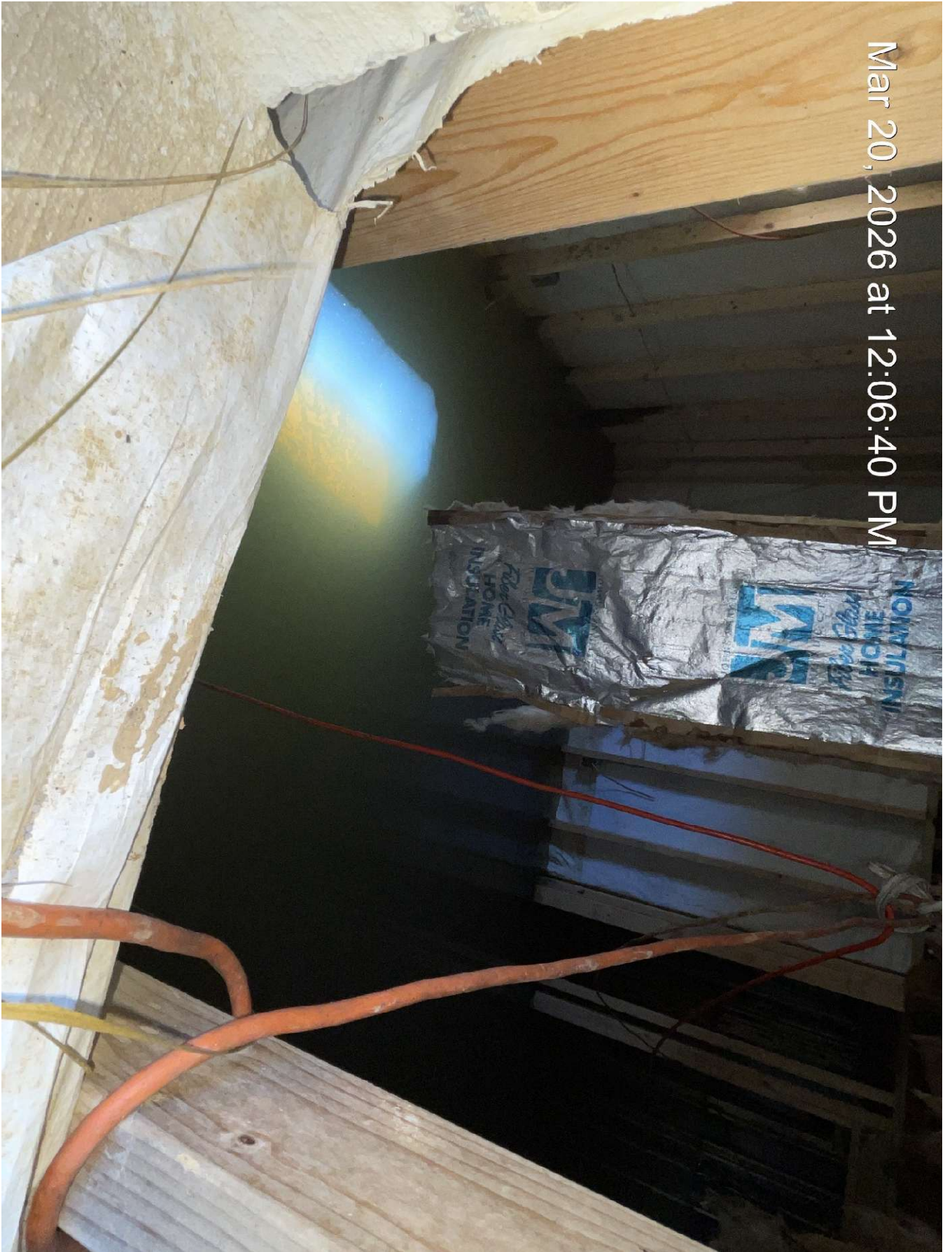


Mar 20, 2026 at 12:06:43 PM

Mar 20, 2026 at 12:01:22 PM



Mar 20, 2026 at 12:06:40 PM



Mar 20, 2026 at 12:03:31 PM



Mar 20, 2026 at 12:02:52 PM



Mar 20, 2026 at 12:02:20 PM



Mar 20, 2026 at 12:02:07 PM



Mar 20, 2026 at 12:04:52 PM



Mar 20, 2026 at 12:00:30 PM





Mar 20, 2026 at 12:05:19 PM



Mar 20, 2026 at 12:00:44 PM





Mar 20, 2026 at 12:03:06 PM



Mar 20, 2026 at 12:03:42 PM



Mar 20, 2026 at 12:05:45 PM



Mar 20, 2026 at 12:06:00 PM



Mar 20, 2026 at 12:03:21 PM

ICC-ES ESR-3431

TM



Mar 20, 2026 at 12:06:03 PM





Mar 20, 2026 at 12:00:55 PM

Mar 20, 2026 at 12:03:39 PM



Mar 20, 2026 at 12:05:48 PM



Mar 20, 2026 at 12:07:43 PM



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Mar 24, 2026 at 10:49:09 AM

THIS STRUCTURE HAS BEEN DECLARED BY THE CODE
OFFICIAL TO BE UNSAFE, UNFIT FOR HUMAN
OCCUPANCY OR UNLAWFUL PURSUANT TO THE
PROVISIONS OF THE VIRGINIA UNIFORM STATEWIDE
BUILDING CODE, AND IS HEREBY AN

UNSAFE STRUCTURE

ANY USE OR OCCUPANCY OF THIS STRUCTURE IS
UNLAWFUL, AND PROHIBITED BY THE CODE OFFICIAL.
ANY PERSON USING OR OCCUPYING THIS STRUCTURE,
OR REMOVING THIS PLACARD, WILL BE PROSECUTED
AND SUBJECT TO THE PENALTIES AS PRESCRIBED IN
§36-106 OF THE CODE OF VIRGINIA AND SECTION 9-88
OF THE DANVILLE MUNICIPAL CODE. DO NOT REMOVE.

125 SOUTHLAND DR
ADDRESS

50472
PARCEL ID

3-24-2026
DATE


CODE OFFICIAL

COMMENTS: Demolish building within 30 days of the
notice!

FOR ANY QUESTIONS CONCERNING THIS UNSAFE STRUCTURE,
CONTACT THE CITY OF DANVILLE INSPECTIONS DIVISION AT 799-5260

NO TRESPASSING



CITY OF DANVILLE
Community Development
Division of Inspections

NOTICE OF DEMOLITION

MARCH 24, 2026

CLARKE HOWARD

surfaces. Surfaces designed for stability

302.2. Grading and drainage: All pre
slab of the structure from the accum

304.6. Exterior walls: Exterior walls
and maintained weatherproof and p

304.10. Stairways, decks, porches a
balcony, and all appurtenance: attac
repair, with proper anchorage and ca

304.12. Handrails and guards: very
construction normally imposed in the

Mar 24, 2026 at 10:49:43 AM



Mar 24, 2026 at 10:49:14 AM

surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

302.2. Grading and drainage: All premises graded and maintained to protect foundation walls or slab of the structure from the accumulation and drainage of surface or stagnant water.

304.6. Exterior walls: Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.10. Stairways, decks, porches and balconies: 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.

304.12. Handrails and guards: Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.16. Basement hatchways: Every basement hatchway shall be maintained to prevent the entrance of rodents, rain, and surface drainage water.

304.5. Foundation walls: 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.

304.15. Doors: Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

106.1. General: This section shall apply to existing structures which are classified as unsafe or unfit for human occupancy. All conditions covering such structures to be classified as unsafe or unfit for human occupancy shall be remedied or as an alternative to, correcting such conditions, the structure may be vacated and secured against public entry or razed and removed. Vacant and secured structures shall still be subject to other applicable requirements of this code.

Notwithstanding the above, when the code official determines that an unsafe structure or a structure unfit for human occupancy constitutes such a hazard that it should be razed or removed, then the code official shall be permitted to order the demolition of such structures in accordance with applicable requirements of this code.

106. Unsafe structures: VMC Section 106 Unsafe and/or unfit for habitation.

301.3. Open/Vacant structures: Vacant structures shall be maintained in a clean, safe, secure, and sanitary condition as provided for in this code.

302.7. Accessory structure: Accessory structures including detached garages, fences, and walls, shall be maintained structurally sound and in good repair.

804.2. Electrical system hazards: Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

304.1. Exterior structure: The exterior of a structure shall be maintained in good repair and structurally sound.

ORDER

The Building Maintenance Official has determined that in order to abate the unsafe or dangerous conditions on this property, this building must be demolished and removed. You are hereby ordered to complete the demolition and removal of this building within 30 days of receipt of this notice.

Failure to comply with this order to abate the unsafe and dangerous conditions will result in the City of Danville taking action to abate such conditions in accordance with the provisions of Virginia Code Section 15.2-906 and/or the Virginia Maintenance Code, as the Building Maintenance Official deems appropriate. This may result in legal action against you, which would subject you to a fine of up to \$2,500.00, or the City may take the necessary action, up to and including the taking down and removal of the building, and charge the costs or expense thereof to you. Any charges assessed, which are unpaid, would constitute a lien in that amount against the property.

In the event that the City proceeds with demolition, any personal property remaining in the building or on the time of demolition will be considered abandoned and will be disposed of in the course of demolition. No action will be taken to dispose of your personal property for a minimum of 45 days after the date of this Notice. Contact the Inspections Division to inquire about retrieving your personal property in a safe and appropriate manner. Any attempt to access an unsafe or dangerous structure without authorization from the Building Maintenance Official is prohibited.

Right of Appeal

You have the right to appeal this decision of the Building Maintenance Official to the local Board of Building Code Appeals as provided for in Section 107.0 of the Virginia Maintenance Code, and in Section 9-3 of the Code of the City of Danville, Virginia, 1986, as amended. A written request for such an appeal shall be made on forms provided by the Building Maintenance Official and filed with this office within 14 calendar days from receipt of this notice. At the time of filing, a fee of Two Hundred Six dollars (\$206.00) shall accompany the appeal request. Applications for appeal may be obtained in the Inspections Office located in Room 208 of the Municipal Building at 427 Patton Street, Monday through Friday, 8:00 AM until 5:00 PM.

Compliance with this order may require a building permit from this office. Failure to obtain the proper permit(s) as required by the USBC shall constitute a separate violation. **Should you have any questions, or when all work ordered in this Notice has been completed, please contact me at (434) 798-5268.** Thank you for your cooperation in promptly eliminating these violations.

Sincerely,

Seth R. Hawker
Seth R. Hawker
Property Maintenance Official
434-798-5268 Ext. 2403
hawker@danvilleva.gov

Self Paye
Self Paye
Property Maintenance Inspector
434-798-5268 Ext. 3768
paye@danvilleva.gov

DANVILLE, VA 22024

Property Owner:
Caleb Hawker
1301 Gentry Ave
BALTIMORE MD 21218

Permit Applicant:
(NO APPLICANT INFORMATION AVAILABLE)

Description of Work: Repairing foundation wall in the rear

Permit Valuation: \$7000.00

Residential Plan Review Fee (Additional)	\$100.00
Residential Building Permit Fee	\$100.00
Residential Building Permit Levy Fee	\$0.00
TOTAL FEE COST:	\$100.00

Let the Clerk or Authorized Agent obtaining this permit. I hereby affirm that I am not a contractor or subcontractor or subcontractor in the Commonwealth of Virginia pursuant to the provisions of Chapter 11, § 55.1-1 of the Code of Virginia. I hereby affirm that I am not a contractor or subcontractor or subcontractor in the Commonwealth of Virginia pursuant to the provisions of Chapter 11, § 55.1-1 of the Code of Virginia. I hereby affirm that I am not a contractor or subcontractor or subcontractor in the Commonwealth of Virginia pursuant to the provisions of Chapter 11, § 55.1-1 of the Code of Virginia.

Mar 24, 2026 at 10:49:41 AM





CITY OF DANVILLE

Community Development Division of Inspections

NOTICE OF DEMOLITION

MARCH 24, 2026

CLARKE HOWARD
1361 GORSUCH AVE
BALTIMORE, MD 21218

SETH HAWKER
427 PATTON ST 2ND FLOOR
DANVILLE, VA 24541
#25-599

RE: 125 SOUTHLAND DR
Parcel ID: 50472
Application Number: CE26-00109

Dear Property Owner(s) and/or Occupant,

The City of Danville's Inspections Division has inspected the building on the above referenced property and found it to be in violation of the provisions of the most current edition of the Virginia Uniform Statewide Building Code (USBC), as adopted by the Commonwealth of Virginia, Department of Housing & Community Development for the maintenance of existing structures. Further, it has also been determined by the Building Maintenance Official that this building is unsafe, unfit for human occupancy or unlawful pursuant to Section 106 of the Virginia Maintenance Code, Part III of the USBC, and is hereby deemed a dangerous structure as defined in Section 9-3 of the Code of the City of Danville, VA, 1986, as amended.

You are hereby notified that this building has been deemed an UNSAFE STRUCTURE, and the Building Maintenance Official prohibits any use or occupancy. The specific violations of the Virginia Maintenance Code that cause the building to be declared unsafe, unfit for human occupancy or unlawful and a dangerous structure are as follows:

304.13. Window, skylight and door frames: Every window, skylight, door, and frame shall be kept in sound condition, good repair and weather tight.

304.2. Protective treatment: Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior

surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

302.2. Grading and drainage: All premises graded and maintained to protect foundation walls or slab of the structure from the accumulation and drainage of surface or stagnant water.

304.6. Exterior walls: Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.10. Stairways, decks, porches and balconies: 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.

304.12. Handrails and guards: Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.16. Basement hatchways: Every basement hatchway shall be maintained to prevent the entrance of rodents, rain, and surface drainage water.

304.5. Foundation walls: 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.

304.15. Doors: Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

106.1. General: This section shall apply to existing structures which are classified as unsafe or unfit for human occupancy. All conditions causing such structures to be classified as unsafe or unfit for human occupancy shall be remedied or as an alternative to correcting such conditions, the structure may be vacated and secured against public entry or razed and removed. Vacant and secured structures shall still be subject to other applicable requirements of this code. Notwithstanding the above, when the code official determines that an unsafe structure or a structure unfit for human occupancy constitutes such a hazard that it should be razed or removed, then the code official shall be permitted to order the demolition of such structures in accordance with applicable requirements of this code.

106. Unsafe structures: VMC Section 106 Unsafe and/or unfit for habitation.

301.3. Open/Vacant structures: Vacant structures shall be maintained in a clean, safe, secure, and sanitary condition as provided for in this code.

302.7. Accessory structure: Accessory structures, including detached garages, fences, and walls, shall be maintained structurally sound and in good repair.

604.3. Electrical system hazards: Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

304.1. Exterior structure: The exterior of a structure shall be maintained in good repair and structurally sound.

ORDER

The Building Maintenance Official has determined that in order to abate the unsafe or dangerous conditions on this property, this building must be demolished and removed. You are hereby ordered to complete the demolition and removal of this building within 30 days of receipt of this notice.

Failure to comply with this order to abate the unsafe and dangerous conditions will result in the City of Danville taking action to abate such conditions in accordance with the provisions of Virginia Code Section 15.2-906 and/or the Virginia Maintenance Code, as the Building Maintenance Official deems appropriate. This may result in legal action against you, which would subject you to a fine of up to \$2,500.00, or the City may take the necessary action, up to and including the taking down and removal of the building, and charge the costs or expense thereof to you. Any charges assessed, which are unpaid, would constitute a lien in that amount against the property.

In the event that the City proceeds with demolition, any personal property remaining in the building at the time of demolition will be considered abandoned and will be disposed of in the course of demolition. No action will be taken to dispose of your personal property for a minimum of 45 days after the date of this Notice. **Contact the Inspections Division to inquire about retrieving your personal property in a safe and appropriate manner. Any attempt to access an unsafe or dangerous structure without authorization from the Building Maintenance Official is prohibited.**

Right of Appeal

You have the right to appeal this decision of the Building Maintenance Official to the local Board of Building Code Appeals as provided for in Section 107.0 of the Virginia Maintenance Code, and in Section 9-3 of the Code of the City of Danville, Virginia, 1986, as amended. A written request for such an appeal shall be made on forms provided by the Building Maintenance Official, and filed with this office within 14 calendar days from receipt of this notice. At the time of filing, a fee of Two Hundred Six dollars (\$206.00) shall accompany the appeal request. Applications for appeal may be obtained in the Inspections Office located in Room 208 of the Municipal Building at 427 Patton Street, Monday through Friday, 8:00 AM until 5:00 PM.

Compliance with this order may require a building permit from this office. Failure to obtain the proper permit(s) as required by the USBC shall constitute a separate violation. **Should you have any questions, or when all work ordered in this Notice has been completed, please contact me at (434) 799 5260.** Thank you for your cooperation in promptly eliminating these violations.

Sincerely,



Seth R. Hawker
Property Maintenance Official
434-799-5260 Ext. 2493
hawkesr@danvilleva.gov



Seth Payne
Property Maintenance Inspector
434-799-5260 Ext. 3798
paynets@danvilleva.gov

NOTICE OF DEMOLITION

Howard Clarke
RE: 125 Southland Dr. Danville, VA 24541
Parcel ID: 50472

Dear Property Owner(s)

The City of Danville's Inspections Division has inspected the building on the above referenced property and found it to be in violation of the provisions of the most current edition of the Virginia Uniform Statewide Building Code, as adopted by the Commonwealth of Virginia for the maintenance of existing structures. Further, it has also been determined to be unsafe, unfit or unlawful by the Building Code Official, pursuant to Section 106 of the Virginia Maintenance Code, and is hereby deemed a dangerous structure as defined in Section 9-3 of the Code of the City of Danville, VA, 1986, as amended.

You are hereby notified that this building is a UNSAFE STRUCTURE, and the Building Code Official prohibits any use or occupancy.

ORDER

The Building Code Official has determined that in order to abate the unsafe or dangerous conditions on this property, this building must be demolished and removed. You are hereby ordered to complete the demolition and removal of this building within 30 days of this notice dated March 24, 2026.

Failure to comply with this order to abate the unsafe and dangerous conditions will result in the City of Danville taking action to abate such conditions in accordance with the provisions of Virginia Code Section 15.2-906 and/or the Virginia Maintenance Code, as the Building Code Official deems appropriate. This may result in legal action against you, which could subject you to a fine of up to \$2,500.00, or the City may take the necessary action, up to and including the removal of the building, and charging the costs or expense thereof to you. Any unpaid charges will constitute a lien in that amount against the property. A copy of the full text of this notice is on file in the Inspections Division of the Department of Community Development for the City of Danville. The publishing of this advertisement shall serve as notice to any and all prospective buyers of the unsafe condition of the building and the intention of the City to proceed with demolition to protect the public safety in the imminent future, regardless of any change in ownership.

FOR MORE INFORMATION CONTACT: Inspections Division at (434) 799-5260



CITY OF DANVILLE

Community Development Division of Inspections

March 18, 2026

TO: Seth Payne

RE: Title Search for 125 Southland Dr. (# 50472)

Seth,

Listed below are the listed owners and lienholders of record of the property located 125 Southland Dr.

1. The record owner is **Howard Clarke** of **1361 Gorsuch Ave., Baltimore, MD 21218**.
2. The property is subject to a Judgment Lien in the style of *City of Danville v. Howard Clarke* (GV24003003-00), in the original principal amount of \$700.00, dated November 1, 2024 and recorded as instrument #25-599. **Deliver to: Seth Hawker, 2nd Floor, Municipal Building, 427 Patton St., Danville, VA 24541.**
3. Real estate taxes are delinquent in the amount of \$378.54 including all penalties and accrued interest through the first half of tax year 2026.

Kindest Regards,

C. Ryan Dodson
Assistant City Attorney

COURT ADDRESS:
P. O. BOX 3300
DANVILLE, VA 24543
PHONE # :434-799-5168



OFFICIAL RECEIPT
DANVILLE CIRCUIT COURT
DEED RECEIPT

DATE : 03/24/2026 TIME : 10:18:32
RECEIPT # : 26000002599 TRANSACTION # : 26032400009

CASHIER : RDW REGISTER # : E873 BOOK :
INSTRUMENT : 260000941 GRANTOR : DANVILLE VIRGINIA, CITY OF
GRANTEE : CLARKE, HOWARD
RECEIVED OF : CITY OF DANVILLE
ADDRESS :
DATE OF DEED : 03/24/2026 CHECK NUMBER : 6917
DESCRIPTION 1 : DEMOLITION; PRYTY SOUTHLAND DR
NAMES : 0
CONSIDERATION : \$0.00 AVAL : \$0.00

CASE # : 590CLR2600000941

FILING TYPE : OTHER
RECORDED : 03/24/2026
EX : N
EX : N

PAGE :

PAYMENT : FULL PAYMENT
AT : 10:18
LOC : CI
PCT : 100%

ADDRESS :

DATE OF DEED : 03/24/2026

CHECK : \$21.00 CHECK NUMBER : 6917

DESCRIPTION 1 : DEMOLITION; PRYTY SOUTHLAND DR

NAMES : 0

CONSIDERATION : \$0.00

AVAL : \$0.00

PAGES : 001

OP : 0

PIN OR MAP : 50472

ACCOUNT CODE	DESCRIPTION	PAID	ACCOUNT CODE	DESCRIPTION	PAID
035	VIRGINIA OUTDOOR FOUNDATION	\$3.00	145	VSLF	\$3.50
106	TECHNOLOGY TRST FND	\$0.00	301	CLERK RECORDING/INDEXING FEE	\$14.50

TENDERED : \$ 21.00

AMOUNT PAID : \$ 21.00

PAYOR'S COPY

CLERK OF COURT : GERALD A. GIBSON

RECEIPT COPY 1 OF 2

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM A – COVER SHEET CONTENT

Instrument Date: 3/24/2026

Instrument Type: OTHER

Number of Parcels: 1 Number of Pages: 1

[X] City [] County DANVILLE COURT
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

[] Grantor:

[] Grantee:

Business/Name

1 X Grantor: CITY OF DANVILLE, VA

Grantor:

1 Grantee: CLARKE, HOWARD

Grantee:

Grantee Address

Name: HOWARD CLARKE

Address:

City: State: VA Zip Code:

Consideration: \$0.00 Existing Debt: \$0.00 Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00 Fair Market Value Increase: \$0.00

Original Book No.: Original Page No.: Original Instrument No.:

Prior Recording At: [] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 50472/1616-010-000010.000

Short Property Description:

Current Property Address:

City: DANVILLE State: VA Zip Code: 24541

Instrument Prepared By: CITY ATTORNEYS OFFICE Recording Paid By: CITY OF DANVILLE

Recording Returned To: CITY OF DANVILLE INSPECTIONS

Address: 427 PATTON ST

City: DANVILLE State: VA Zip Code: 24541



PG0033 MAR 24 2026

26-941

INSTRUMENT NO.
CITY OF DANVILLE, VA

(Area Above Reserved For Deed Stamp Only)

PG0034 MAR 24 2026

PIN# 50472
Inspections Division
P.O. Box 3300
Danville, VA 24543

NOTICE OF DEMOLITION OF STRUCTURE

KNOW ALL MEN BY THESE PRESENTS, that the Maintenance Code Official for the City of Danville, Virginia has given notice to **Howard Clarke** who is the owner of a certain structure located within the Danville City limits at **125 Southland Dr TAX MAP # 50472** that the structure is unsafe and must be brought into compliance with the standards of the Virginia Uniform Statewide Building Code on or before **April 24, 2026**. If the structure is not fully demolished by the owner by the aforesaid date, the structure will be demolished by the City of Danville in accordance with the provisions of the Virginia Uniform Statewide Building Code and the provisions of the Danville City Code and a lien will be placed on the above-described property for the amount of the demolition costs.

This Notice of Demolition will serve as notice to all prospective purchasers, assigns and successors in interest to the above-described property that if the structure located on the aforesaid property is not fully demolished to the standards of the Virginia Uniform Statewide Building Code by the aforesaid date, the structure will be demolished by the City of Danville in accordance with the Notice of the Maintenance Code Official. The transfer of title or the sale of the above-described property to a new owner will not affect the deadline set forth in this Notice of Demolition of Structure. The deadline set by the Maintenance Code Official for the demolition of the structure will remain in full force and effect unless modified by future action of the Maintenance Code Official.

Dated this 24th day of March, 2026.

CITY OF DANVILLE, VIRGINIA

By Seth R. Hawker

Maintenance Code

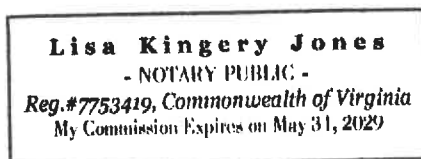
Official

Commonwealth of Virginia

City of Danville, to-wit:

Acknowledged before me this 24th day of March, 2026.

By Seth R. Hawker, Maintenance Code Official for the City of Danville, VA.



Lisa Kingery Jones
Notary Public



LOCAL Board of Building Code Appeals
City of Danville, Virginia

APPLICATION FOR APPEAL

Pursuant to Section 119 of the Virginia Uniform Statewide Building Code, or Section F-112.0 of the Virginia Fire Prevention Code, or Section 9-3 of the Code of the City of Danville, Virginia, 1986, as amended, a request for an appeal is hereby made this _
20_ day of April, 2026_____ to the Board of Building Code Appeals,
relative to the following:

Appellant – (Applicant)

v.

Appellate
(Building Official, Building
Maintenance Official or
Fire Official)

Name Howard Clarke

Address 1361 Gorsuch Ave

Baltimore MD 21218

Firm/Company _____

Phone 443-540-8298

If building is owned by other than Appellant, show owner's name and
address: Name

_____ Address

**Please include \$206.00 with this application, with checks made payable to the *City of Danville*.

CODE BEING
APPEALED:

VIRGINIA UNIFORM STATEWIDE BUILDING CODE (USBC)
VIRGINIA STATEWIDE FIRE PREVENTION CODE (SFPC)
SECTION 9-3, CODE OF THE CITY OF DANVILLE, VIRGINIA

BASIS FOR APPEAL:

- ☐ The Building/Building Maintenance Official/Fire Official has denied the granting of a modification which complies with the intent of the applicable code.
- ☐ The true intent of the applicable code has been incorrectly interpreted.
- ☐ The provisions of the applicable code do not fully apply in this situation.
- ☐ The proposal to use an equivalent form of construction or compliance has been denied.
- ☐ The decision of the code official regarding an order to abate an unsafe or dangerous structure is being challenged.

BACKGROUND INFORMATION:

Location of building for which this appeal is filed: 125 Southland Dr,
Danville VA 24541

Current or proposed use of building or structure:
Home to live in

Specific action or decision you are requesting of the Board:

I am asking the Board to grant me additional time to cure the defects. It is my intention to renovate and occupy said property.

Justification for this request:

I have invested significant time and money in this project. I only become aware of the demolition noticed after closing on the property. Immediately I started searching for a Virginia licensed contractor. After contacting every contractor from the LIST OF CONTRACTORS in Danville I got from Mr. Harker, I was forced to accept an oral contract with Mr. Chris Moore/Joseph Worthy for \$40,000.00 to correct the Foundation problem. The foundation not only failed twice from the force of the water coming into the building, but I incurred and paid \$89,259.59 for work done by Mr. Chris Moore/Joseph Worthy. This does not include money paid to the Mechanical and Electrical Contractors.

From my first meeting with Mr. Josep Worthy, then Mr. Chris Moore and Joseph Worthy I asked for a written contract. I was told at first, they could not give me a contract until they get to the Footer. Upon reaching the foundation footing they were still unwilling to give me a written contract. Once the foundation was completed, I asked Chris for the price to complete the rest of work. He provides me

with multiple quotes as well as varying levels of work. Withing two (2) weeks after the foundation was completed the foundation failed the first time. I told Chris I wanted him to take full control of the operation but insist on getting a written contract. Again, he was unwilling to give a written contract. As a result, I wrote and sent Chris a written contract and told him he could modify to fit his desires. I drove five (5) hours and counting twice believing we were going to sign a contract with never came.

On the second of those two (2) meetings he brought his foreman with him. Upon leaving a second time having driven over five (5) hours one way, I pledge in my heart that I was going to find a new contractor. On August 28, 2024, I found and signed a contracted with Top Choice Construction & Design LLC to provide renovation work leading to a Turn-Key outcome for \$65,000.00. Upon visiting the permit office, Mitchell came back and attempted to renegotiate our signed contract. According to Mitchell he was told I owed the former contractor money. I subsequently withdrew from the contract and gave the job to Integrity Builders.

Similarly, Integrity Builders came back with the same information after visiting the permit office. However, Lawrence West of Integrity Builders did not attempt to renegotiate the contract. However, he exploited the information by asking for more money without the associated completed work. He blames every delay on the inspector for not granting permission to closeup the foundation. Finally, he wanted to charge me to install two (2) sump pumps in the basement for which he got the plumbing contract and collected fifty (50) percent at signing. By this time, Integrity Builders has collected \$69,924.86, with very little to show for it.

The only agreement I had with Mr. Chris Moore/Joseph Worthy before the work was completed is the foundation wall. And this was an oral agreement. I got nothing in writing for the above money paid to Chris nor Joseph. I do not owe Mr. Chris Moore anything, he attempted to force me to give him the job of completing the roof amongst other things. Repeatedly, I reminded Joseph that the only agreement we have is for them to fix foundation wall problem. I paid for several things after the work was completed and without having a chance to agree on the price before the work was performed. Having said that, I told Mr. Moore despite insisting that I did not want him to touch the roof, I will pay him the \$4,250.00 once the project is completed.

Since Lawrence and Integrity was insisting on getting paid to install the Sump, I told Lawrence I would find someone to complete the plumbing since he hasn't performed any plumbing work yet. He subsequently told me he would not be performing any more work at 125 southland Dr. Since then, I have filed a grievance complaint against Integrity Builders. Regarding this demolition letter, I only became aware of this reactivated demolition notice yesterday April 19, 2026. I am therefore requesting the opportunity to complete this renovation without delay.

Please complete the following estimate of the cost of repairs:

Type of work:	Amount
Demolition/ removal of damaged materials.	\$
Footing/ foundation/ chimney repair or installation.	\$5,000.00
Structural floor, wall or roof framing repair or installation.	\$5000.00
Exterior roofing / flashing repair or installation.	\$
Exterior stair / porch / deck repair or installation.	\$3000.00
Exterior siding / trim repair or installation.	\$5000.00
Exterior door / window repair or installation.	\$5000.00
Interior wall / ceiling / flooring repair or installation.	\$4000.00
Interior trim / millwork / cabinet repair or installation.	\$6000.00
Plumbing fixture / appliance / piping repair or installation.	\$6,000.00
Electrical fixture / device / wiring repair or installation.	\$7,500.00
Heating & cooling system repair or installation.	\$7,00.00
Hardware repair or installation.	\$
Insulation.	\$
Painting.	\$
Miscellaneous items or other.	\$7,000.00
Total cost of work:	\$ 60,000.00

Please answer the following questions:

What portion of this work, if any, do you intend on performing yourself?

Ma

Maybe Insulation and painting

Have you received any cost estimates from contractors to perform any of the above work, and if so, please attach copies of written estimates?

Not yet but given price point I had from prior exploration.

What is the time frame that you propose to start this work, and to have this work fully completed? I wanted to restart the rebuilding process. However, I was waiting for DPOR to take note of the existing condition before involving a third (3) contractor.

Do you intend to borrow money to finance any portion of this work? Possibly _____

If so, have you contacted any lending agents to determine your monthly payments? No_

125 Southland Dr,
Danville, VA 24541

Howard Clarke

Address of Property

Name

April 20, 2026

Date


Signature



City of Danville, Inspections Division

427 Patton Street, Suite 208

Danville VA, 24541

Phone: (434) 799-5260

NOTICE OF VIOLATION

01/20/2022

U S BANK NATIONAL ASSOCIATION AS TRUSTEE
1 MORTGAGE WAY
MOUNT LAUREL, NJ 08054

RE: 125 SOUTHLAND DR
Parcel ID: 50472
Application Number: CE22-00030

Dear Property Owner(s) and/or occupant,

The City of Danville's Inspections Division has inspected the building on the above referenced property and found it to be in violation of the provisions of the most current edition of the Virginia Uniform Statewide Building Code, as adopted by the Commonwealth of Virginia, Department of Housing & Community Development for the maintenance of existing structures.

The specific violations, which exist, are as follows:

304.7 Roofs and drainage: 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. Roof water shall be discharged in a manner to protect the foundation or slab of buildings and structures from the accumulation of roof drainage.

ORDER

In order to abate the violations on this property, this building must be repaired and/or improved to comply with the provisions of the VMC. You are hereby ordered to complete the following repairs and/or improvements within **30** calendar days of receipt of this notice. If the violations are not corrected within the allowable timeframe a fine of **\$100.00** will be ordered.

1.) Violation #1 (Roofs and drainage)

Deficiency: Roof deteriorated and admitting the elements. Also, the gutters are damaged.

Required action: Repair all roofing where deteriorated and ensure that roof does not admit the elements. Also, repair all gutters where damaged.

Failure to comply with this order to abate the violations noted above will result in the City of Danville taking action to abate such conditions in accordance with the provisions of Virginia Code § 36-106, Danville City Code § 9-88, and/or the Virginia Maintenance Code, as the Building Maintenance Official deems appropriate. This may result in legal action against you, which would subject you to a civil penalty of up to \$3,000.00. The City may also take action to correct the violations and charge the costs or expense of such action to you. Any charges assessed, which are unpaid, would constitute a lien in that amount against the property.

Right of Appeal

You have the right to appeal this decision of the Building Maintenance Official to the local Board of Building Code Appeals as provided for in Section 106.0 of the Virginia Maintenance Code, and in Section 9-3 of the Code of the City of Danville, Virginia, 1986, as amended. A written request for such an appeal shall be made on forms provided by the Building Maintenance Official and filed with this office within 14 calendar days from receipt of this notice. At the time of filing, a fee of two hundred six dollars (\$206.00) shall accompany the appeal request. Applications for appeal may be obtained in the Inspections Office located in Room 208 of the Municipal Building on Patton Street, Monday through Friday, 8:00 AM until 5:00 PM.

Compliance with this order may require a building permit from this office. Failure to obtain the proper permit(s) as required by the USBC shall constitute a separate violation. **Should you have any questions or when all work has been completed, please contact me at (434) 799-5260.** Thank you for your cooperation.

Sincerely,



Seth R. Hawker, PMO
Property Maintenance Supervisor
(434) -799-5260 ext. **2493**
hawkesr@danvilleva.gov

WARRANT IN DEBT (CIVIL CLAIM FOR MONEY)

Commonwealth of Virginia VA. CODE § 16.1-79

City of Danville

CITY OR COUNTY

General District Court

401 Patton Street, Danville, VA 24541

STREET ADDRESS OF COURT

TO ANY AUTHORIZED OFFICER: You are hereby commanded to summon the Defendant(s).

TO THE DEFENDANT(S): You are summoned to appear before this Court at the above address on

May 6, 2022 @ 10 am to answer the Plaintiff(s)' civil claim (see below)

RETURN DATE AND TIME

DATE ISSUED

☐ CLERK ☐ DEPUTY CLERK ☐ MAGISTRATE

CLAIM: Plaintiff(s) claim that Defendant(s) owe Plaintiff(s) a debt in the sum of

\$ 100.00 net of any credits, with interest at 0.00 % from date of until paid.

\$ 12.00 costs and \$ 0.00 attorney's fees with the basis of this claim being

☐ Open Account ☐ Contract ☐ Note ☐ Other (EXPLAIN)

Violation of section 304.7 of the VMC as punished by section 36-106 of the code of Virginia The City has sought since January 20, 2022 to have the owner of 125 Southland Dr to abate the violations of the VMC. As of this date the violations still exist.

HOMESTEAD EXEMPTION WAIVED? ☐ YES ☒ NO ☐ cannot be demanded

03/24/22

Sell H. Pearson

DATE

☐ PLAINTIFF ☐ PLAINTIFF'S ATTORNEY ☒ PLAINTIFF'S EMPLOYEE/AGENT

CASE DISPOSITION

JUDGMENT against ☐ named Defendant(s) ☐

for \$ net of any credits, with interest at % from date

of until paid, \$ costs and \$ attorney's fees
HOMESTEAD EXEMPTION WAIVED? ☐ YES ☐ NO ☐ CANNOT BE DEMANDED

☐ JUDGMENT FOR ☐ NAMED DEFENDANT(S) ☐

☐ NON-SUIT ☐ DISMISSED

Defendant(s) Present? ☐ YES ☐ NO

DATE

JUDGE

CASE NO.

DANVILLE CITY

PLAINTIFF(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)
INSPECTIONS DIVISION 434-799-5260

PO BOX 3300

DANVILLE VA 24543

V.

GSMPS MORTGAGE LOAN TRUST SERIES 2004.4
DEFENDANT(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)

TRUSTEE U.S. BANK NATIONAL ASSOCIATION

R/A CT CORPORATION SYSTEM

4701 COX RD, STE 285 GLEN ALLEN, VA 23060-6808

WARRANT IN DEBT

TO DEFENDANT: You are not required to appear; however, if you fail to appear, judgment may be entered against you. See the additional notice on the reverse about requesting a change of trial location.

☐ To dispute this claim, you must appear on the return date to try this case.

☐ To dispute this claim, you must appear on the return date for the judge to set another date for trial.

Bill of Particulars

ORDERED

DUE

Grounds of Defense

ORDERED

DUE

ATTORNEY FOR PLAINTIFF(S)

C. Ryan Dodson

Assistant City Attorney for the City of Danville

ATTORNEY FOR DEFENDANT(S)

HEARING DATE
AND TIME

May 6, 2022 @ 10 am

JUDGMENT PAID OR
SATISFIED
PURSUANT TO
ATTACHED NOTICE
OF
SATISFACTION.

DATE

CLERK

DISABILITY
ACCOMMODATIONS
for loss of hearing,
vision, mobility, etc.,
contact the court ahead
of time.

RETURNS: Each defendant was served according to law, as indicated below, unless not found.

NAME	
ADDRESS	
☐ PERSONAL SERVICE Tel. No.	
Being unable to make personal service, a copy was delivered in the following manner:	
☐ Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.	
☐ Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)	
☐ Served on Secretary of the Commonwealth	
☐ NOT FOUND SERVING OFFICER DATE for	

NAME	
ADDRESS	
☐ PERSONAL SERVICE Tel. No.	
Being unable to make personal service, a copy was delivered in the following manner:	
☐ Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.	
☐ Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)	
☐ Served on Secretary of the Commonwealth	
☐ NOT FOUND SERVING OFFICER DATE for	

NAME	
ADDRESS	
☐ PERSONAL SERVICE Tel. No.	
Being unable to make personal service, a copy was delivered in the following manner:	
☐ Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.	
☐ Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)	
☐ Served on Secretary of the Commonwealth	
☐ NOT FOUND SERVING OFFICER DATE for	

OBJECTION TO VENUE:

To the Defendant(s): If you believe that Plaintiff(s) should have filed this suit in a different city or county, you may file a written request to have the case moved for trial to the general district court of that city or county. To do so, you must do the following:

1. Prepare a written request which contains (a) this court's name, (b) the case number and the "return date" as shown on the other side of this form in the right corner, (c) Plaintiff(s) name(s) and Defendant(s) name(s), (d) the phrase "I move to object to venue of this case in this court because" and state the reasons for your objection and also state in which city or county the case should be tried, and (e) your signature and mailing address.
2. File the written request in the clerk's office before the trial date (use the mail at your own risk) or give it to the judge when your case is called on the return date. Also send or deliver a copy to plaintiff.
3. If you mail this request to the court, you will be notified of the judge's decision.

I certify that I mailed a copy of this document to the defendants named therein at the address shown therein on <u>03/24/02</u>	
DATE	☐ Plaintiff ☐ Plaintiff's Atty. ☒ Plaintiff's Agent
Fi. Fa. issued on Interrogatories issued on Garnishment issued on	

**AFFIDAVIT – DEFAULT JUDGMENT
SERVICEMEMBERS CIVIL RELIEF ACT**

Commonwealth of Virginia VA. CODE § 8.01-15.2

Case No.

RETURN DATE AND TIME

☐ Circuit Court ☒ General District Court
☐ Juvenile and Domestic Relations District Court

City of Danville
CITY OR COUNTY

City of Danville

v./In re: GSMPS Mortgage Loan Trust Series 2004-4

I, Inspections Department, the undersigned affiant, states the following under oath:
PRINT NAME

☐ The defendant/respondent ☐ is in military service. ☐ is not in military service.

The following facts support the statement above:

☒ The affiant is unable to determine whether or not the defendant/respondent is in military service.
Pursuant to 50 U.S.C. § 3931, if the court is unable to determine whether the defendant/respondent is in military service based upon the affiant's statement, the court, before entering judgment, may require the plaintiff/petitioner to file a bond in an amount approved by the court.

03/29/22

DATE

Seth R. Hardin

AFFIANT'S SIGNATURE

The above-named affiant personally appeared this day before the undersigned, and upon duly being sworn, made oath that the facts stated in this affidavit are true to the best of his or her knowledge, information and belief.

DATE

☐ CLERK ☐ DEPUTY CLERK ☐ MAGISTRATE ☐ JUDGE ☐ INTAKE OFFICER

FOR NOTARY PUBLIC'S USE ONLY

State of Virginia City Danville County of Danville

Acknowledged, subscribed and sworn to before me this 29th day of March, 20 22

#7154000

NOTARY REGISTRATION NUMBER

NOTARY PUBLIC

(My commission expires: 12-31-23)

NOTICE REGARDING APPOINTMENT OF COUNSEL TO REPRESENT ABSENT SERVICEMEMBER:

Where appointment of counsel is required pursuant to 50 U.S.C. § 3931 or § 3932 or another section of the Servicemembers Civil Relief Act, the court may assess reasonable attorney fees and costs against any party as the court deems appropriate, including a party aggrieved by a violation of the Act, and shall direct in its order which of the parties to the case shall pay such fees and costs, except the Commonwealth unless it is the party that obtains the judgment. Further, counsel appointed pursuant to the Servicemembers Civil Relief Act shall not be selected by the plaintiff or have any affiliation with the plaintiff.

FOR COURT USE ONLY:

☐ ORDER OF APPOINTMENT OF COUNSEL

I find that appointment of counsel is required pursuant to 50 U.S.C. § 3931 or § 3932 or another section of the Servicemembers Civil Relief Act and therefore, I appoint the lawyer indicated below to represent the absent servicemember named as defendant/respondent above.

NAME, ADDRESS
OF COURT
APPOINTED
LAWYER

NEXT HEARING DATE AND TIME

DATE

JUDGE

☐ STAY OF PROCEEDINGS

I find that a stay of proceedings is required pursuant to 50 U.S.C. § 3931 and, therefore, such a stay, for a minimum period of 90 days, is ordered until

NEXT HEARING DATE AND TIME

DATE

JUDGE

Case Comments- CE22-00030 (1ST Notice of Violation)

hawkesr01/20/2022 2:34 PM

12/30/2021- Talked with a representative from JAS. I explained to them that a complaint was received and what the violations were. She said they would notify their client and maintain communication with us during this process. I will call back in two weeks if I haven't heard back by then.

hawkesr01/20/2022 2:35 PM

01/19/2022- No visible progress has been made. Sending a notice of violation to the owner.

hawkesr02/24/2022 2:05 PM

No visible progress. Filing warrant in debt. Waiting on check to serve owner.

hawkesr03/4/2022 12:24 PM

Received a call today from a lady named Eleanor. She is out of Colorado and is looking to purchase this property. She had some questions about the notice of violation. I told her that we are currently in the process of taking the current owner to court.

Eleanor: (720)-996-2501

hawkesr03/29/2022 11:09 AM

Filed warrant in debt with court.

hawkesr04/25/2022 1:37 PM

04/25/2022- Walter Buzzeta (works for PHH) called in to inquire about the warrant in debt. He informed me that PHH is responsible for maintenance of the property on behalf of the investor. He said he would get some clarification from the owner as to what their intentions are and then follow up with me prior to the court hearing.

Walter Buzetta: (202)-507-6407

hawkesr05/6/2022 11:38 AM

The case was continued to 07/01/2022.

dicksonp07/1/2022 10:47 AM

Guilty 7/1/22. Rescheduled to inspect on January 6, 2023.

hawkesr08/12/2022 8:19 AM

Walter Buzetta called and told me that the property is being sold within the next month. He said the buyer is aware of our case and the need to repair the roof and gutters.

hawkesr09/20/2022 9:57 AM

We were able to gain access to the interior via the property manager. We are changing this to a demo case. Closing this one.







Jun 30, 2022 at 3:05:08 PM
100-198 Southland Dr
Danville VA 24541
United States



Jun 30, 2022 at 3:05:16 PM
100-198 Southland Dr
Danville VA 24541
United States



Jun 30, 2022 at 3:05:27 PM
100-198 Southland Dr
Danville VA 24541
United States



NOTICE OF DEMOLITION

U S BANK NATIONAL ASSOCIATION AS TRUSTEE
RE: 125 SOUTHLAND DR, DANVILLE, VA 24541
PARCEL ID: 50472

Dear Property Owner(s)

The City of Danville's Inspections Division has inspected the building on the above referenced property and found it to be in violation of the provisions of the most current edition of the Virginia Uniform Statewide Building Code, as adopted by the Commonwealth of Virginia for the maintenance of existing structures. Further, it has also been determined to be unsafe, unfit or unlawful by the Building Code Official, pursuant to Section 106 of the Virginia Maintenance Code, and is hereby deemed a dangerous structure as defined in Section 9-3 of the Code of the City of Danville, VA, 1986, as amended.

You are hereby notified that this building is an UNSAFE STRUCTURE, and the Building Code Official prohibits any use or occupancy.

ORDER

The Building Code Official has determined that in order to abate the unsafe or dangerous conditions on this property, this building must be demolished and removed. You are hereby ordered to complete the demolition and removal of this building within 30 days of this notice dated September 20, 2022.

Failure to comply with this order to abate the unsafe and dangerous conditions will result in the City of Danville taking action to abate such conditions in accordance with the provisions of Virginia Code Section 15.2-906 and/or the Virginia Maintenance Code, as the Building Code Official deems appropriate. This may result in legal action against you, which could subject you to a fine of up to \$2,500.00, or the City may take the necessary action, up to and including the removal of the building, and charging the costs or expense thereof to you. Any unpaid charges will constitute a lien in that amount against the property. A copy of the full text of this notice is on file in the Inspections Division of the Department of Community Development for the City of Danville.

FOR MORE INFORMATION CONTACT: Inspections Division at (434) 799-5260



City of Danville, Inspections Division

427 Patton Street, Suite 208

Danville VA, 24541

Phone: (434) 799-5260

NOTICE OF DEMOLITION

September 20, 2022

U S BANK NATIONAL ASSOCIATION AS TRUSTEE
1 MORTGAGE WAY
MOUNT LAUREL NJ 08054

RE: 125 SOUTHLAND DR DANVILLE, VA 24541
Parcel ID: 50472
Application Number: CE22-00663

Dear Property Owner(s) and/or Occupant,

The City of Danville's Inspections Division has inspected the building on the above referenced property and found it to be in violation of the provisions of the most current edition of the Virginia Uniform Statewide Building Code (USBC), as adopted by the Commonwealth of Virginia, Department of Housing & Community Development for the maintenance of existing structures. Further, it has also been determined by the Building Maintenance Official that this building is unsafe, unfit for human occupancy or unlawful pursuant to Section 106 of the Virginia Maintenance Code, Part III of the USBC, and is hereby deemed a dangerous structure as defined in Section 9-3 of the Code of the City of Danville, VA, 1986, as amended.

You are hereby notified that this building has been deemed an UNSAFE STRUCTURE, and the Building Maintenance Official prohibits any use or occupancy. The specific violations of the Virginia Maintenance Code that cause the building to be declared unsafe, unfit for human occupancy or unlawful and a dangerous structure are as follows:

106. Unsafe structures: VMC Section 106 Unsafe and/or unfit for habitation.

302.7. Accessory structure: Accessory structures, including detached garages, fences, and walls, shall be maintained structurally sound and in good repair.

304.1. Exterior structure: The exterior of a structure shall be maintained in good repair and structurally sound.

304.13. Window, skylight and door frames: Every window, skylight, door, and frame shall be kept in sound condition, good repair and weather tight.

304.15. Doors: Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall

tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.5. Foundation walls: 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.

304.7. Roofs and drainage: 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. Roof water shall be discharged in a manner to protect the foundation or slab of buildings and structures from the accumulation of roof drainage.

305.1. Interior structure: Interior of structure shall be maintained in good repair, structurally sound and sanitary conditions.

305.3. Interior surfaces: Interior surfaces, including windows and doors, shall be maintained in good, clean, and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed, or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4. Stairs and walking surfaces: Stairs, ramps, landings or walking surface shall be maintained in sound condition and good repair.

605.3. Luminaries: Required or provided lighting circuits and luminaries shall be maintained in accordance with the applicable building code.

ORDER

The Building Maintenance Official has determined that in order to abate the unsafe or dangerous conditions on this property, this building must be demolished and removed. You are hereby ordered to complete the demolition and removal of this building within 30 days of receipt of this notice.

Failure to comply with this order to abate the unsafe and dangerous conditions will result in the City of Danville taking action to abate such conditions in accordance with the provisions of Virginia Code Section 15.2-906 and/or the Virginia Maintenance Code, as the Building Maintenance Official deems appropriate. This may result in legal action against you, which would subject you to a fine of up to \$2,500.00, or the City may take the necessary action, up to and including the taking down and removal of the building, and charge the costs or expense thereof to you. Any charges assessed, which are unpaid, would constitute a lien in that amount against the property.

In the event that the City proceeds with demolition, any personal property remaining in the building at the time of demolition will be considered abandoned and will be disposed of in the course of demolition. No action will be taken to dispose of your personal property for a minimum of 45 days after the date of this Notice. **Contact the Inspections Division to inquire about retrieving your personal property in a safe and appropriate manner. Any attempt to access an unsafe or dangerous structure without authorization from the Building Maintenance Official is prohibited.**

Right of Appeal

You have the right to appeal this decision of the Building Maintenance Official to the local Board of Building Code Appeals as provided for in Section 107.0 of the Virginia Maintenance Code, and in Section 9-3 of the Code of the City of Danville, Virginia, 1986, as amended. A written request for such an appeal shall be made on forms provided by the Building Maintenance Official, and filed with this office within 14 calendar days from receipt of this notice. At the time of filing, a fee of Two Hundred Six dollars (\$206.00) shall accompany the appeal request. Applications for appeal may be obtained in the Inspections Office located in Room 208 of the Municipal Building at 427 Patton Street, Monday through Friday, 8:00 AM until 5:00 PM.

Compliance with this order may require a building permit from this office. Failure to obtain the proper permit(s) as required by the USBC shall constitute a separate violation. **Should you have any questions, or when all work ordered in this notice has been completed, please contact me at (434) 799 5260.** Thank you for your cooperation in promptly eliminating these violations.

Sincerely,

A handwritten signature in dark ink, appearing to read "Seth Hawker", with a stylized, flowing script.

Seth R. Hawker, PMO
Property Maintenance Supervisor
(434) 799-5260 ext. **2493**
hawkesr@danvilleva.gov

Order Confirmation

Order# 0001367674

Client: INSPECTIONS DIVISION
Phone: 4347995260

Payor : INSPECTIONS DIVISION
Phone: 4347995260

Account: 3299549
Address: PO BOX 3300
DANVILLE VA 24543

Account: 3299549
Address: PO BOX 3300
DANVILLE VA 24543

Sales Rep **Accnt Rep** **Ordered By**
con_hjones danhouse327 Seth Hawker

Fax: 4347978919
EMail: hawkesr@danvilleva.gov

Total Amount \$406.20

Payment Amount \$0.00

Amount Due \$406.20

Tear Sheets

Proofs

Affidavits

PO Number:

Tax Amount: 0.00

Payment Meth: Credit - Debit Card

<u>Ad Number</u>	<u>Ad Type</u>	<u>Ad Size</u>	<u>Color</u>
0001367674-01	CLS Legal Liner	2 X 37 li	\$0.00

Production Method
AdBooker (liner)

Production Notes

<u>Product and Zone</u>	<u>Placement</u>	<u>Position</u>	<u># Inserts</u>
DAN Register & Bee	C-Legal Ads	Legal Notices	2

Run Schedule Invoice Text: NOTICE OF DEMOLITION U S BANK NATIONAL

Run Dates 9/24/2022, 10/ 1/2022

<u>Product and Zone</u>	<u>Placement</u>	<u>Position</u>	<u># Inserts</u>
DAN godanriver.com	C-Legal Ads	Legal Notices	17

Run Schedule Invoice Text: NOTICE OF DEMOLITION U S BANK NATIONAL

Run Dates 9/24/2022, 9/25/2022, 9/26/2022, 9/27/2022, 9/28/2022, 9/29/2022, 9/30/2022, 10/ 1/2022, 10/ 2/2022, 10/ 3/2022, 10/ 4/2022, 10/ 5/2022, 10/ 6/2022, 10/ 7/2022, 10/ 8/2022, 10/ 9/2022, 10/10/2022

TagLine: NOTICEOFDEMOLITIONUSBANKNATIONALASSOCIATIONASTRUSTEERE125SOUTHLANDDRDANVILLEVA
A24541PARCELID50472DEARPROPERTYOWNERSTHECITYOFDAN

125 Southland Dr

SRH
9/20/22
0122001
GF52275

Order Confirmation

Order# 0001367674

Ad Content Proof

Note: Ad size does not reflect actual ad

NOTICE OF DEMOLITION

U S BANK NATIONAL ASSOCIATION AS TRUSTEE
RE: 125 SOUTHLAND DR, DANVILLE, VA 24541
PARCEL ID: 50472

Dear Property Owner(s)

The City of Danville's Inspections Division has inspected the building on the above referenced property and found it to be in violation of the provisions of the most current edition of the Virginia Uniform Statewide Building Code, as adopted by the Commonwealth of Virginia for the maintenance of existing structures. Further, it has also been determined to be unsafe, unfit or unlawful by the Building Code Official, pursuant to Section 106 of the Virginia Maintenance Code, and is hereby deemed a dangerous structure as defined in Section 9-3 of the Code of the City of Danville, VA, 1986, as amended.

You are hereby notified that this building is an UNSAFE STRUCTURE, and the Building Code Official prohibits any use or occupancy.

ORDER

The Building Code Official has determined that in order to abate the unsafe or dangerous conditions on this property, this building must be demolished and removed. You are hereby ordered to complete the demolition and removal of this building within 30 days of this notice dated September 20, 2022.

Failure to comply with this order to abate the unsafe and dangerous conditions will result in the City of Danville taking action to abate such conditions in accordance with the provisions of Virginia Code Section 15.2-906 and/or the Virginia Maintenance Code, as the Building Code Official deems appropriate. This may result in legal action against you, which could subject you to a fine of up to \$2,500.00, or the City may take the necessary action, up to and including the removal of the building, and charging the costs or expense thereof to you. Any unpaid charges will constitute a lien in that amount against the property. A copy of the full text of this notice is on file in the Inspections Division of the Department of Community Development for the City of Danville.

FOR MORE INFORMATION CONTACT: Inspections Division at (434) 799-5260



Extension

01/30/23

CLARKE HOWARD
1361 GORSUCH AVE
BALTIMORE, MD 21218

RE: 125 SOUTHLAND DR, DANVILLE, VA 24541
Parcel ID: 50472

Dear Property Owner,

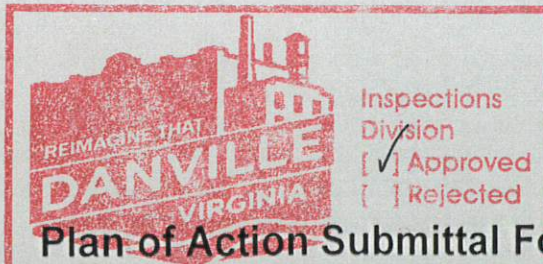
This letter is in response to your plan of action. Your building plan for **125 Southland Dr** has been approved. The work will start on or around **04/01/2023** per your submitted form. A re-inspection has now been scheduled for **07/31/2023**; at that time all repairs and improvements are to be completed. Failure to complete all repairs and improvements by the aforementioned date will result in the City exercising all remedies as provided by Section 9-3 of the Danville City Code, Va. Code § 15.2-906, and the Uniform Statewide Building Code (USBC), including any administrative and legal action necessary to abate or remove the nuisance.

Compliance with this notice may require an electrical, plumbing and building permit from this office. Failure to obtain the proper permit(s) as required by the USBC shall constitute a separate violation. Thank you for your cooperation in promptly eliminating these violations. If you have any further questions, please call me at (434) 799-5260 Monday-Friday, 8:00-5:00.

Sincerely,

Seth R. Hawker, PMO
Property Maintenance Official
hawkesr@danville.gov
(434) 799-5260 ext. **2493**

Cc: File



City of Danville

Inspections Division

Plan of Action Submittal Form

Please fill out the chart and return this form and any supporting documentation to Inspections at the above referenced address.

ADDRESS OF PROPERTY 125 SOUTHLAND DRIVE, DANVILLE VA 24541
OWNER/AGENT NAME HOWARD CLARKE PHONE NUMBER 443-540 8298
OWNER/AGENT ADDRESS 1361 GORSUCH AVE CITY/STATE/ZIP BALTIMORE MD 21218
NAME OF CONTRACTOR _____ PHONE NUMBER _____
CONTRACTOR'S STATE REGISTRATION NUMBER _____ CLASS: A B C (Circle One)

DEMOLITION

OFFICE USE ONLY

Submit Utility Release (Begin Date)	Date Submitted _____
Termination letters from utility companies	Date Approved _____
Asbestos Inspection Form	Date Completed _____
Demolition Permit Obtained	Date Permit Issued _____
Demolition and Removal Completed	Date Approved _____
Projected Completion Date _____	

(Lot must be graded to match the surrounding lots, properly seeded and straw placed on all bare areas to prevent erosion)

RENOVATION

OFFICE USE ONLY

Submit Written Plan of Action (List in chart below)	Date Submitted <u>01/30/23</u>	Date Approved <u>01/30/23</u>
Engineering, Planning and Zoning Approval	Date Submitted <u>N/A</u>	Date Approved <u>N/A</u>
Scaled and Dimensioned Drawings and Plans as necessary for structural alteration or additions		Date Submitted _____
Asbestos Inspection Form		Date Completed _____
Permit Obtained		Date Permit Issued _____
Renovations Completed	Projected Completion Date <u>07/31/23</u>	Date Approved _____

Please complete the following list of repairs and cost.

Timeframes, including beginning and ending date should not exceed 90 days.

Type of Work	Begin Date	Completion Date	Cost
Remove & Replace 66' of Foundation Wall	4/1/23	7/31/23	\$10,000
Waterproof interior basement with French drain	4/1/23	7/31/23	\$5,500
Exterior Rear : Repair pave concrete area and install drainage system	4/1/23	7/31/23	\$4,500
Repair roof & gutters / down spout	4/1/23	7/31/23	\$6,400
Repair interior surface wall / ceilings	4/1/23	7/31/23	\$6,000
Repair flaking (paint) & Repair interior	4/1/23	7/31/23	\$2,600
Upgrade Bathroom	4/1/23	7/31/23	\$8,500
Upgrade kitchen	4/1/23	7/31/23	\$15,000
			\$
			\$
Total Cost			\$56,500.00

(If additional space is needed, attach additional page)

(You are required to call for inspections to show compliance with the completion dates above until project is completed and approved)

Note: Code Official has the right to reject the plan of action or require architectural or engineering plans to verify the plans meet the requirements USBC.



November 2, 2022

Howard Clarke
1361 Gorsuch ave,
Baltimore, MD 21218

RE: 0011082963, 125 Southland Drive, Danville, VA 24541 - Owner's Title Insurance Policy

Dear Sir/Madam;

We appreciate the opportunity to handle title and settlement for your recent purchase transaction on the above-referenced property. In connection with your purchase, enclosed please find your Owner's Title Insurance Policy. Please retain this document in a safe place.

When you decide to refinance, improve or sell your property, please think of us. We will do our best to find any discounts you are entitled to on your next transaction.

We look forward to handling your future title and settlement needs.
Please email us at availablediscounts@mypremiumtitle.com for more information.

Sincerely,

Premium Title



POLICY NO. OP-19-GA1018-8880334
FILE NO. CE2104-VA-3748445

OWNER'S POLICY OF TITLE INSURANCE – MODIFIED
(No Arbitration)
Issued by
WESTCOR LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A.

Issued By : Premium Title Services – VA, Inc.
5080 Spectrum Drive, Suite 1010W
Addison, TX 75001

(John Morhart)

WESTCOR LAND TITLE INSURANCE COMPANY



By:

President

Attest:

Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
 9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in

Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these

Conditions.

- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state

statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of

an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be

designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company

is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. INTENTIONALLY OMITTED

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must

be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real

property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Westcor Land Title Insurance Company, Attn: Claims, 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.

AMERICAN LAND TITLE
ASSOCIATION
Owner's Policy 6-17-06
MODIFIED
(No Arbitration)

WESTCOR LAND TITLE
INSURANCE COMPANY

OWNER'S POLICY
OF
TITLE INSURANCE

HOME OFFICE
875 Concourse Parkway South, Suite
200, Maitland, FL 32751.

ALTA 6-17-06 OWNER'S POLICY (No Arbitration)**SCHEDULE A**

Name and Address of Title Insurance Company: **Westcor Land Title Insurance Company, 875 Concourse Parkway South, Suite 200, Maitland, FL, 32751, (407) 629-5842.**

State: Virginia

County: Danville City

Address Reference: 125 Southland Drive, Danville, VA 24541

FILE NO.:	POLICY NO.:	DATE OF POLICY:	EFFECTIVE TIME:	AMOUNT OF INSURANCE:	PREMIUM AMOUNT:
CE2104-VA-3748445	OP-19-GA1018-8880334	October 27, 2022	October 27, 2022 Or Date and Time of Recording whichever is later	\$27,000.00	\$250.00

Simultaneous #:

Reinsurance #:

1. Name of Insured: Howard Clarke, a single person
2. The estate or interest in the Land that is insured by this policy is: FEE SIMPLE
3. Title is vested in: Howard Clarke, a single person
4. The Land referred to in this policy is described as follows:

SITUATE IN THE COUNTY OF DANVILLE CITY, STATE OF VIRGINIA:

THAT CERTAIN TRACT OR PARCEL OF LAND, TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS THEREON, AND THE PRIVILEGES AND APPURTENANCES THEREUNTO BELONGING, SITUATE, LYING AND BEING IN THE CITY OF DANVILLE, VIRGINIA, DESIGNATED AS LOT 11, SECTION A, (ERRONEOUSLY RECITED AS "SECTION 1" IN DEED RECORDED AS INSTRUMENT NO. 96-2798), AND MORE PARTICULARLY DESCRIBED ON A PLAT OF SURVEY ENTITLED "GROVE PARK SUBDIVISION, SECTION A, LOT 11, 125 SOUTHLAND DRIVE, PLAT OF SURVEY FOR, SCOTT A. PRICE", DATED JUNE 10, 1996, WHICH SAID PLAT IS ATTACHED TO AND RECORDED WITH DEED RECORDED JULY 1, 1996 AS INSTRUMENT NO. 96-2798A AT PAGE 16.

Issued By

Premium Title Services – VA, Inc.



(John Morhart)

5080 Spectrum Drive, Suite 1010W
Addison, TX 75001

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

ALTA 6-17-06 OWNER'S POLICY (No Arbitration)

SCHEDULE B

File No.: CE2104-VA-3748445

Policy No.: OP-19-GA1018-8880334

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Encroachments, overlaps, boundary lines disputes, and other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the Public Records.
5. Taxes or assessments which are not shown as existing liens in the Public Records
6. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record
7. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land
8. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents
9. Any and all easements, set back lines, notes, exceptions, conditions, and other matters as shown and depicted on the Plat of Grove Park Subdivision, Section A, Lot 11, recorded in Plat (instrument) 96-2798A.
10. All Federal Tax Liens filed on or after the last date on which court houses were open to the general public.

CE2104 - VA - 3748445.

AFREO2 **

Deed Cover Sheet - PHH Mortgage Corporation

Mail Away.
1

File Number: AM2104-VA-3748196	Client File Number/Asset Number: 0011082963
--	---

Property Address: 125 Southland Drive, Danville, VA 24541 (Danville City)

POA Submission Requirement

Inv # 139	POA# 5248
Copy Attached: Yes (POA ORDERED 10/24/2022 BATCH & TO BE SHIPPED WITH DEED ON 10/27/2022)	Recording Info County of Danville City N/A

Est. Set. Date: November 7, 2022

PERSONALLY KNOWN STAMP TO BE ADDED TO THE
NOTARY BLOCK.

CORPORATE SEAL

L1 Date: :

Additional Notes: Legal Description considered as per Title CommitmentExecuted deed should be sent to the Closing Office indicated below:** OK TO PROCEED PER MGMT. WITH: 1.
ASSESSED VALUE VERIFIED FROM TAX
BILL AS FC RECORDED DEED VARIES.2. POA # 5248 AS PER POA
CORRESPONDENCE WITHIN SUPPORT
PACKAGE AS MATRIX STATES OTHER-
WISE. JSM 10/27/2022

Premium Title Services, Inc.

5080 Spectrum Drive, Suite 1010W

Addison, TX 75001

After recording, please return recorded POA to the following address:

PHH Mortgage Corporation
Attention: Record Services
5720 Premier Park Drive
West Palm Beach, FL 33407

Sr No.	Documents Submitted for Execution	Supporting Documents	Witness Required	Notary required
1	SWD		0	1
2				
3				
4				
5				

3965858-1002-
0

Jacqueline S. Michaelson

Douglas Townsend

QC: _____

Jacqueline S. Michaelson

Executed October 27, 2022

AFREO2

SFCMVR 10/26/2022

CORPORATE ACKNOWLEDGMENT

State of Minnesota

County of Ramsey

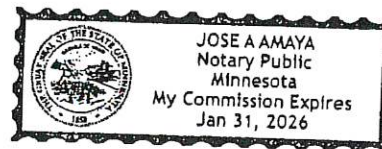
On this 14th day of July, 2021, before me, the undersigned, personally appeared Michael G. Patiuk--Vice President of U.S. Bank National Association, Brad Weber--witness, and Eneida Murillo--witness, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity (ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s), executed the instrument voluntarily for its stated purpose and that such individual(s) made such appearance before the undersigned in the County of Ramsey, State of Minnesota.

WITNESS my hand and official seal.

Signature: _____

Notary Public: Jose A. Amaya -Notary Public

My commission expires: 01/31/2026



Schedule A

U.S. Bank National Association, as Trustee, successor-in-interest to Wachovia Bank National Association, as Trustee for GSMPS Mortgage Loan Trust 2004-4, Mortgage Pass-Through Certificates, Series 2004-4



I hereby certify the foregoing is a true copy of the record in my office with redactions, if any as required by law as of this day, Aug 06, 2021.

Joseph Abruzzo, Clerk, Palm Beach County, Florida.

BY

Deputy Clerk



City of Danville

Community Development

September 15, 2022

TO: Seth Hawker

RE: Title Search for 125 Southland Dr. (# 50472)

Seth,

Listed below are the listed owners and lienholders of record of the property located 125 Southland Dr.

1. The record owner is **U.S. Bank National Association**, as trustee successor in interest to Wachovia Bank National Association, as Trustee for GSMPs Mortgage Loan Trust 2004-4 Mortgage Pass-Through Certificates, Series 2004-4 of **1 Mortgage Way, Mount Laurel, NJ 08054**.

Kindest Regards,

C. Ryan Dodson
Assistant City Attorney

Case comments- CE22-00663 (1ST Demo Case)

hawkesr09/20/2022 2:13 PM

Posted demo placard and mailed demo notice.

hawkesr11/30/2022 12:36 PM

New owner (Howard Clarke) provided a copy of the deed and Ryan said it was a legit transfer. I emailed the owner this morning to discuss a timeframe for repairs. Waiting for their response.

Howard Clarke: (443) 540-8298

Email: hcarlos282000@yahoo.com

hawkesr12/5/2022 10:02 AM

Talked with Howard Clarke this morning. We are going to meet with Ricky Evans at the property Dec 16th to discuss repairs.

hawkesr12/16/2022 10:44 AM

Met with Howard Clark and William Willis at the property this morning. We discussed a plan going forward for the foundation repair. JES was actually at the property this morning to evaluate the damage and give a quote. The owner is going to contact another contractor for a second opinion and quote. He will be in touch once he makes a decision. In the meantime, they are going to pump the water out of the basement.

hawkesr01/3/2023 3:43 PM

Talked with Howard this afternoon. He said that Gary Durham had not been by the property yet. He was told that it would be sometime after the new year before he would be able to visit the property. Howard did say that he has pumped some of the water out of the basement. He is going to talk with the neighbor at 121 about their roof water draining onto his property and contributing to the foundation issue. I sent Howard our contractor list and told him I would follow up in two weeks.

hawkesr01/19/2023 8:52 AM

Spoke with Mr. Clarke this morning. He has submitted a building permit application. Charles and the building inspectors have reviewed the plans and additional information is needed. Also, the contractor that he plans to use is unlicensed in Virginia, so I informed him that he would need a licensed contractor (per conversation with Charles F.) I am going to email him a plan of action. I requested that it be returned by Monday. I told him we would allow a maximum of 6 months to complete the project.

hawkesr01/30/2023 11:52 AM

Plan of action has been submitted and approved. New completion date set for 07/31/2023. Once the owner secures a licensed contractor, he is supposed to let me know so I can include their information on the plan of action and they can obtain permits.

hawkesr03/21/2023 10:04 AM

Howard Clarke called in this morning to express concern about securing a contractor. He said he has had no luck in getting one as of yet. He has called a lot of the contractors on our contractor list (Gentry, Holbrook, R & D, and R E Talbott) and none have accepted the work. Howard told me he will be leaving the country to go to Jamaica for a month and will be returning April 28th. He said he may have to relocate to Danville to devote all of his time to this property. I told him we are going to stick with the July 31st deadline.

hawkesr06/28/2023 7:56 AM

Owner obtained building permit. I spoke with Ricky this morning and he said they are in the process of pouring the new footing. He did mention that the owner wants to build an addition off the rear of the structure and will need to obtain a separate building permit for that.

hawkesr08/1/2023 11:15 AM

Ricky informed me this morning that the existing foundation wall repairs are complete. A new roof has been installed and the interior is gutted.

hawkesr09/15/2023 12:03 PM

Rode by the property and noticed that the rear addition has been framed in and sheathed. Now they need to install exterior siding. They has to create an opening in the front foundation wall to allow for the concrete truck to pump concrete into the structure (truck could not drive around behind the house). Once the siding is installed and the home is dried in, we can close this case.

hawkesr10/19/2023 12:35 PM

Spoke with Ricky and the contractor is continuing the framing on the inside. Extending 30 days.

hawkesr01/16/2024 12:12 PM

Spoke with Howard Clarke this morning. He said that Joseph (subcontractor for Chris Moore) mentioned that they should be completed with all work, interior and exterior, by the middle to end of February. I will follow up then.

hawkesr02/29/2024 10:19 AM

Rode by the property and no progress has been made. I spoke with Charles Fulcher on how to proceed, and he agreed that we should send the owner a notice of violation. The unsafe violations have been abated, so the property is no longer in a demolition state.

hawkesr02/29/2024 10:23 AM

Closing this case to start a violations case.

Sep 14, 2022 at 1:00:41 PM
Danville



Sep 14, 2022 at 1:00:45 PM
Danville



Sep 14, 2022 at 1:00:46 PM
Danville



Sep 14, 2022 at 1:00:50 PM
Danville



Sep 14, 2022 at 1:00:57 PM
Danville



Sep 14, 2022 at 1:01:04 PM
Danville



Sep 14, 2022 at 1:01:12 PM
Danville



Sep 14, 2022 at 1:01:14 PM
Danville



Sep 14, 2022 at 1:01:23 PM
Danville



Sep 14, 2022 at 1:01:48 PM
Danville



Sep 14, 2022 at 1:01:56 PM
Danville



Sep 14, 2022 at 1:02:31 PM
Danville

This sign-in sheet is posted by Safeguard Properties, Inc. as a request of the mortgagee to track all persons entering the property. It is required that all persons entering this property provide an explanation of their visit and sign and date this form.

Please notify Safeguard Properties at 800-852-8306 Ext 2158 immediately if an emergency situation is discovered at this property.

Mortgagee:

Property Address: 125 Southland Dr. Danville Va 24541

Sump Pump ☒ Yes ☐ No

Sump Pump ☒ Yes ☐ No
If yes, provide location of sump pump Basement

Is Electric on/transferred? DEF

* Note to Safeguard Vendor - Submit a photo of this sheet with every completed work order *

[illegible]

Sep 14, 2022 at 1:02:39 PM
Danville

is a request of the mortgagee to track all persons
in the property provide an explanation of their
immediacy of an emergency situation is

06-02-24541

every completed work order *

Property Condition
Pool
Pool
Pool
Pool
Pool
Pool
POOL

Hello,
Can you please contact
me about this house?

Thanks,
Tiffany
(408) 713-9384

Sep 14, 2022 at 1:02:56 PM
Danville



Sep 14, 2022 at 1:03:03 PM
Danville



Sep 14, 2022 at 1:03:10 PM
Danville



Sep 14, 2022 at 1:03:19 PM
Danville



Sep 14, 2022 at 1:03:28 PM
Danville



Sep 14, 2022 at 1:04:24 PM
Danville



Sep 14, 2022 at 1:04:28 PM
Danville



Sep 14, 2022 at 1:04:36 PM
Danville



Sep 14, 2022 at 1:04:46 PM
Danville



Sep 14, 2022 at 1:04:50 PM
Danville



Sep 14, 2022 at 1:04:58 PM
Danville



Sep 14, 2022 at 1:05:00 PM
Danville



Sep 14, 2022 at 1:05:01 PM
Danville



Sep 14, 2022 at 1:05:12 PM
Danville



Sep 14, 2022 at 1:05:27 PM
Danville



Sep 14, 2022 at 1:06:21 PM
Danville





City of Danville, Inspections Division
427 Patton Street, Suite 204
Danville, VA 24041
Phone: (434) 799-5245

NOTICE OF DEMOLITION

September 20, 2022

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE
1 MORTGAGE WAY
MOUNT LAUREL, NJ 08054

RE: 125 SOUTHLAND DR DANVILLE, VA 24041
Parcel ID: 50472
Application Number: CE22-00663

Dear Property Owner(s) and/or Occupant:

The City of Danville's Inspections Division has inspected the building on the above referenced property and found it to be in violation of the provisions of the most current edition of the Virginia Uniform Statewide Building Code (USBC), as adopted by the Commonwealth of Virginia, Department of Housing & Community Development for the maintenance of existing structures. Further, it has also been determined by the Building Maintenance Official that this building is unsafe, unfit for human occupancy or unlawful pursuant to Section 106 of the Virginia Maintenance Code, Part II of the USBC, and is hereby declared a dangerous structure as defined in Section 9-2 of the Code of the City of Danville, VA, 1986, as amended.

You are hereby notified that this building has been deemed an **UNSAFE STRUCTURE**, and the Building Maintenance Official prohibits any use or occupancy. The specific violations of the Virginia Maintenance Code that cause the building to be declared unsafe, unfit for human occupancy or unlawful and a dangerous structure are as follows:

- 106. Unsafe structures: VMC Section 106 Unsafe and/or unfit for habitation.
- 302.7. Accessory structure: Accessory structures, including detached garages, porches, and walls, shall be maintained structurally sound and in good repair.
- 304.1. Exterior structure: The exterior of a structure shall be maintained in good repair and structurally sound.
- 304.15. Window, skylight and door frame: Every window, skylight, door, and frame shall be kept in sound condition, good repair and weather tight.
- 304.16. Doors: Exterior doors, door assemblies, operable systems, if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall

THIS STRUCTURE HAS BEEN DECLARED BY THE CODE OFFICIAL TO BE UNSAFE, UNFIT FOR HUMAN OCCUPANCY OR UNLAWFUL PURSUANT TO THE PROVISIONS OF THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE, AND IS HEREBY AN

UNSAFE STRUCTURE

ANY USE OR OCCUPANCY OF THIS STRUCTURE IS UNLAWFUL, AND PROHIBITED BY THE CODE OFFICIAL. ANY PERSON USING OR OCCUPYING THIS STRUCTURE, OR REMOVING THIS PLACARD, WILL BE PROSECUTED AND SUBJECT TO THE PENALTIES AS PRESCRIBED IN §36-106 OF THE CODE OF VIRGINIA AND SECTION 9-2 OF THE DANVILLE MUNICIPAL CODE. DO NOT REMOVE.

125 SOUTHLAND DR
ADDRESS

50472
PARCEL ID

SEPTEMBER 20, 2022
DATE

Will A. Hurd
CODE OFFICIAL

COMMENTS: Demolish building within 30 days of this notice!

FOR ANY QUESTIONS CONCERNING THIS UNSAFE STRUCTURE, CONTACT THE CITY OF DANVILLE INSPECTIONS DIVISION AT 799-5245

NO TRESPASSING



Sep 20, 2022 at 12:23:27 PM
Danville





City of Danville, Inspections Division

427 Patton Street, Suite 208

Danville VA, 24541

Phone: (434) 799-5260

NOTICE OF VIOLATION

February 29, 2024

CLARKE HOWARD
1361 GORSUCH AVE
BALTIMORE MD 21218

RE: 125 SOUTHLAND DR
Parcel ID: 50472
Application Number: CE24-00109

Dear Property Owner(s) and/or occupant,

The City of Danville's Inspections Division has inspected the building on the above referenced property and found it to be in violation of the provisions of the most current edition of the Virginia Uniform Statewide Building Code, as adopted by the Commonwealth of Virginia, Department of Housing & Community Development for the maintenance of existing structures.

The specific violations, which exist, are as follows:

304.5	Foundation walls	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.
304.6	Exterior walls	Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
304.7	Roofs and drainage	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. Roof water shall be discharged in a manner to protect the foundation or slab of buildings and structures from the accumulation of roof drainage.
304.9	Overhang extensions	Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12	Handrails and guards	Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
304.13	Window, skylight and door frames	Every window, skylight, door, and frame shall be kept in sound condition, good repair and weather tight.
607.2	Clothes dryer exhaust duct	Required or provided clothes dryer exhaust systems shall be maintained in accordance with the applicable building code.

ORDER

In order to abate the violations on this property, this building must be repaired and/or improved to comply with the provisions of the VMC. You are hereby ordered to complete the following repairs and/or improvements within **30 calendar days of receipt of this notice. If the violations are not corrected within the allowable timeframe a fine of **\$700.00** will be ordered.**

1.) Violation #1 (304.5 Foundation walls)

Deficiency: Holes or breaks in foundation walls

Required action: Repair all holes or breaks in foundation walls.

2.) Violation #2 (304.6 Exterior walls)

Deficiency: Exterior walls damaged or missing siding.

Required action: Repair or replace all damaged or missing siding.

3.) Violation #3 (304.7 Roofs & drainage)

Deficiency: Gutters and downspouts missing or damaged.

Required action: Repair or replace all damaged or missing gutters/downspouts.

4.) Violation #4 (304.9 Overhang extensions)

Deficiency: Soffit damaged or missing in certain areas

Required action: Repair/replace all damaged or missing soffit

5.) Violation #5 (304.12 Handrails and guards)

Deficiency: Guardrails for rear stairway to basement missing.

Required action: Replace missing guardrail in rear.

6.) Violation #6 (Window, skylight, and door frames)

Deficiency: Windows missing around structure.

Required action: Replace all missing windows.

7.) Violation #7 (Clothes dryer exhaust duct)

Deficiency: Dryer exhaust cover on exterior damaged.

Required action: Replace damaged dryer exhaust cover.

Failure to comply with this order to abate the violations noted above will result in the City of Danville taking action to abate such conditions in accordance with the provisions of Virginia Code § 36-106, Danville City Code § 9-88, and/or the Virginia Maintenance Code, as the Building Maintenance Official deems appropriate. This may result in legal action against you, which would subject you to a civil penalty of up to \$3,000.00. The City may also take action to correct the violations, and charge the costs or expense of such action to you. Any charges assessed, which are unpaid, would constitute a lien in that amount against the property.

Right of Appeal

You have the right to appeal this decision of the Building Maintenance Official to the local Board of Building Code Appeals as provided for in Section 107.0 of the Virginia Maintenance Code, and in Section 9-3 of the Code of the City of Danville, Virginia, 1986, as amended. A written request for such an appeal shall be made on forms provided by the Building Maintenance Official, and filed with this office within 14 calendar days from receipt of this notice. At the time of filing, a fee of Two Hundred Six dollars (\$206.00) shall accompany the appeal request. Applications for appeal may be obtained in the Inspections Office located in Room 208 of the Municipal Building on Patton Street, Monday through Friday, 8:00 AM until 5:00 PM.

Compliance with this order may require a building permit from this office. Failure to obtain the proper permit(s) as required by the USBC shall constitute a separate violation. **Should you have any questions or when all work has been completed, please contact me at (434) 799-5260.** Thank you for your cooperation in promptly eliminating these violations.

Sincerely,

A handwritten signature in black ink, appearing to read "Seth Hawker", written in a cursive style.

Seth R. Hawker, PMO
Property Maintenance Code Supervisor
(434) 799-5260 ext. **2493**
hawkesr@danvilleva.gov

WARRANT IN DEBT (CIVIL CLAIM FOR MONEY)

Commonwealth of Virginia VA CODE § 16.1-79

City of Danville

CITY OR COUNTY

General District Court

401 Patton Street, Danville, VA 24541

STREET ADDRESS OF COURT

TO ANY AUTHORIZED OFFICER: You are hereby commanded to summon the Defendant(s).

TO THE DEFENDANT(S): You are summoned to appear before this Court at the above address on

Nov 1, 2024 @ 1:00pm to answer the Plaintiff(s)' civil claim (see below)

RETURN DATE AND TIME

9-11-3024

DATE ISSUED

[x] CLERK [] DEPUTY CLERK [] MAGISTRATE

CLAIM: Plaintiff(s) claim that Defendant(s) owe Plaintiff(s) a debt in the sum of

\$ 700.00 net of any credits, with interest at 0.00 % from date of until paid,

\$ 28.00 costs and \$ 0.00 attorney's fees with the basis of this claim being

[] Open Account [] Contract [] Note [] Other (EXPLAIN)

Violations of sections 304.5, 304.6, 304.7, 304.9, 304.12, 304.13, and 607.2 of the VMCA as punished by section 36-106 of the code of Virginia. The City has sought since 02/29/2024 to have the owner of 125 Southland Dr abate the violations of the VMCA. As of this date the violations still exist.

HOMESTEAD EXEMPTION WAIVED? [] YES [x] NO [] cannot be demanded

9-11-24

DATE

[] PLAINTIFF [] PLAINTIFF'S ATTORNEY [x] PLAINTIFF'S EMPLOYEE/AGENT

CASE DISPOSITION

JUDGMENT against [] named Defendant(s) []

for \$ net of any credits, with interest at % from date

of until paid, \$ costs and \$ attorney's fees
HOMESTEAD EXEMPTION WAIVED? [] YES [] NO [] CANNOT BE DEMANDED

[] JUDGMENT FOR [] NAMED DEFENDANT(S) []

[] NON-SUIT [] DISMISSED

Defendant(s) Present? [] YES [] NO

DATE

JUDGE

CASE NO.

DANVILLE CITY

PLAINTIFF(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)

INSPECTIONS DIVISION 434-799-5260

PO BOX 3300

DANVILLE VA 24543

V.

CLARKE, HOWARD

DEFENDANT(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)

1361 GORSUCH AVE

BALTIMORE, MD 21218

WARRANT IN DEBT

* * *

TO DEFENDANT: You are not required to appear; however, if you fail to appear, judgment may be entered against you. See the additional notice on the reverse about requesting a change of trial location.

[] To dispute this claim, you must appear on the return date to try this case.

[] To dispute this claim, you must appear on the return date for the judge to set another date for trial.

Bill of Particulars

ORDERED

DUE

Grounds of Defense

ORDERED

DUE

ATTORNEY FOR PLAINTIFF(S)

C. Ryan Dodson

Assistant City Attorney for the City of Danville

ATTORNEY FOR DEFENDANT(S)

HEARING DATE AND TIME

Nov 1, 2024 @ 1:00pm

JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION.

DATE

CLERK

DISABILITY ACCOMMODATIONS for loss of hearing, vision, mobility, etc., contact the court ahead of time.

RETURNS: Each defendant was served according to law, as indicated below, unless not found.

NAME	
ADDRESS	
.....	
.....	
☐ PERSONAL SERVICE	Tel. No.
Being unable to make personal service, a copy was delivered in the following manner:	
☐ Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.	
☐ Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)	
☐ Served on Secretary of the Commonwealth	
☐ NOT FOUND	SERVING OFFICER
DATE for	

NAME	
ADDRESS	
.....	
.....	
☐ PERSONAL SERVICE	Tel. No.
Being unable to make personal service, a copy was delivered in the following manner:	
☐ Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.	
☐ Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)	
☐ Served on Secretary of the Commonwealth	
☐ NOT FOUND	SERVING OFFICER
DATE for	

NAME	
ADDRESS	
.....	
.....	
☐ PERSONAL SERVICE	Tel. No.
Being unable to make personal service, a copy was delivered in the following manner:	
☐ Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.	
☐ Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)	
☐ Served on Secretary of the Commonwealth	
☐ NOT FOUND	SERVING OFFICER
DATE for	

OBJECTION TO VENUE:

To the Defendant(s): If you believe that Plaintiff(s) should have filed this suit in a different city or county, you may file a written request to have the case moved for trial to the general district court of that city or county. To do so, you must do the following:

1. Prepare a written request which contains (a) this court's name, (b) the case number and the "return date" as shown on the other side of this form in the right corner, (c) Plaintiff(s)' name(s) and Defendant(s)' name(s), (d) the phrase "I move to object to venue of this case in this court because" and state the reasons for your objection and also state in which city or county the case should be tried, and (e) your signature and mailing address.
2. File the written request in the clerk's office before the trial date (use the mail at your own risk) or give it to the judge when your case is called on the return date. Also send or deliver a copy to plaintiff.
3. If you mail this request to the court, you will be notified of the judge's decision.

I certify that I mailed a copy of this document to the defendants named therein at the address shown therein on	
DATE <u>9-11-24</u>	<u>Scott H. Thompson</u> [] Plaintiff [] Plaintiff's Atty. [] Plaintiff's Agent
Fi. Fa. issued on	
Interrogatories issued on:	
Garnishment issued on:	

**AFFIDAVIT – DEFAULT JUDGMENT
SERVICEMEMBERS CIVIL RELIEF ACT**

Commonwealth of Virginia VA. CODE § 8.01-15.2

Case No.

RETURN DATE AND TIME

[] Circuit Court [X] General District Court
[] Juvenile and Domestic Relations District Court

City of Danville

CITY OR COUNTY

City of Danville

v./In re:

HOWARD CLARKE

I, Inspections Department, the undersigned affiant, states the following under oath:

PRINT NAME

[] The defendant/respondent [] is in military service. [] is not in military service.

The following facts support the statement above:

[X] The affiant is unable to determine whether or not the defendant/respondent is in military service.

Pursuant to 50 U.S.C. § 3931, if the court is unable to determine whether the defendant/respondent is in military service based upon the affiant's statement, the court, before entering judgment, may require the plaintiff/petitioner to file a bond in an amount approved by the court.

9-11-24

DATE

Seth A. Hamlin

AFFIANT'S SIGNATURE

The above-named affiant personally appeared this day before the undersigned, and upon duly being sworn, made oath that the facts stated in this affidavit are true to the best of his/her knowledge, information and belief.

DATE

CLERK [] DEPUTY CLERK [] MAGISTRATE [] JUDGE [] INTAKE OFFICER

FOR NOTARY PUBLIC'S USE ONLY

State of Virginia

City [] County of Danville

Acknowledged, subscribed and sworn to before me this 11th day of September, 2024.

#7154000

NOTARY REGISTRATION NUMBER

Terris S. McDaniel

NOTARY PUBLIC

(My commission expires: 12-31-27)

NOTICE REGARDING APPOINTMENT OF COUNSEL TO REPRESENT ABSENT SERVICEMEMBER:

Where appointment of counsel is required pursuant to 50 U.S.C. § 3931 or § 3932 or another section of the Servicemembers Civil Relief Act, the court may assess reasonable attorney fees and costs against any party as the court deems appropriate, including a party aggrieved by a violation of the Act, and shall direct in its order which of the parties to the case shall pay such fees and costs, except the Commonwealth unless it is the party that obtains the judgment. Further, counsel appointed pursuant to the Servicemembers Civil Relief Act shall not be selected by the plaintiff or have any affiliation with the plaintiff.

FOR COURT USE ONLY:

[] ORDER OF APPOINTMENT OF COUNSEL

I find that appointment of counsel is required pursuant to 50 U.S.C. § 3931 or § 3932 or another section of the Servicemembers Civil Relief Act and therefore, I appoint the lawyer indicated below to represent the absent servicemember named as defendant/respondent above.

NAME, ADDRESS
OF COURT
APPOINTED
LAWYER

NEXT HEARING DATE AND TIME

DATE

JUDGE

[] STAY OF PROCEEDINGS

I find that a stay of proceedings is required pursuant to 50 U.S.C. § 3931 and, therefore, such a stay, for a minimum period of 90 days, is ordered until

NEXT HEARING DATE AND TIME

DATE

JUDGE

**AFFIDAVIT FOR SERVICE OF PROCESS ON THE
SECRETARY OF THE COMMONWEALTH**

Commonwealth of Virginia Va. Code §§ 8.01-301, -329; 55-218.1; 57-51

Case No.

Danville

District Court

City of Danville - Inspections Division

v.

Howard Clarke

PO Box 3300 Danville, Virginia 24543

1361 Gorsuch Ave

434-799-5260

Baltimore MD 21218

TO THE PERSON PREPARING THIS AFFIDAVIT: You must comply with the appropriate requirements listed on the back of this form.

Attachments: ☐ Warrant ☐ Motion for Judgment ☒ Warrant in Debt (Civil Claim for Money)

I, the undersigned Affiant, state under oath that:

☒ the above-named defendant ☐

whose last known address is: ☒ same as above ☐

- ☒ is a non-resident of the Commonwealth of Virginia or a foreign corporation and Virginia Code § 8.01-328.1(A) applies (see NON-RESIDENCE GROUNDS REQUIREMENT on reverse).
- ☐ is a person whom the party seeking service, after exercising due diligence, has been unable to locate (see DUE DILIGENCE REQUIREMENT on reverse) and that

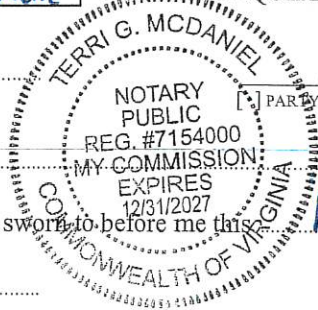
Nov. 1, 2024 @ 10am

is the return date on the attached warrant, motion for judgment or notice (see TIMELY SERVICE REQUIREMENT on reverse).

09/11/2024

DATE

State of Virginia



☐ PARTY ☐ PARTY'S ATTORNEY

☒ PARTY'S AGENT

☒ City ☐ County of Danville

Acknowledged, subscribed and sworn to before me this 11th day of September, 2024

#7154000

NOTARY REGISTRATION NUMBER

☐ CLERK ☐ MAGISTRATE ☒ NOTARY PUBLIC (My commission expires 12/31/27)

☐ Verification by the clerk of the court of the date of filing of the certificate of compliance requested. A self-addressed stamped envelope was provided to the clerk at the time of filing of this Affidavit.

NOTICE TO THE RECIPIENT from the Office of the Executive Secretary of the Commonwealth of Virginia:

You are being served with this notice and attached pleadings under Section 8.01-329 of the Code of Virginia which designates the Secretary of the Commonwealth as statutory agent for Service of Process. The Secretary of the Commonwealth's ONLY responsibility is to mail, by certified mail, return receipt requested, the enclosed papers to you. If you have any questions concerning these documents, you may wish to seek advice from a lawyer.

SERVICE OF PROCESS IS EFFECTIVE ON THE DATE WHEN SERVICE IS MADE ON THE SECRETARY OF THE COMMONWEALTH.

CERTIFICATE OF COMPLIANCE

I, the undersigned, Clerk in the Office of the Secretary of the Commonwealth, hereby certify the following:

- On , legal service in the above-styled case was made upon the Secretary of the Commonwealth, as statutory agent for persons to be served in accordance with Section 8.01-329 of the Code of Virginia, as amended.
- On , papers described in the Affidavit and a copy of this Affidavit were forwarded by certified mail, return receipt requested, to the party designated to be served with process in the Affidavit.

SERVICE OF PROCESS CLERK, DESIGNATED BY THE AUTHORITY OF THE
SECRETARY OF THE COMMONWEALTH

TIMELY SERVICE REQUIREMENT:

Service of process in actions brought on a warrant or motion for judgment pursuant to Virginia Code § 16.1-79 or § 16.1-81 shall be void and of no effect when such service of process is received by the Secretary within ten days of any return day set by the warrant. In such cases, the Secretary shall return the process or notice, the copy of the affidavit, and the prescribed fee to the plaintiff or his agent. A copy of the notice of the rejection shall be sent to the clerk of the court in which the action was filed.

NON-RESIDENCE GROUNDS REQUIREMENT:

If box number 1 is checked, insert the appropriate subsection number:

A court may exercise personal jurisdiction over a person, who acts directly or by an agent, as to a cause of action arising from the person's:

1. Transacting any business in this Commonwealth;
2. Contracting to supply services or things in this Commonwealth;
3. Causing tortious injury by an act or omission in this Commonwealth;
4. Causing tortious injury in this Commonwealth by an act or omission outside this Commonwealth if he regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in this Commonwealth;
5. Causing injury in this Commonwealth to any person by breach of warranty expressly or impliedly made in the sale of goods outside this Commonwealth when he might reasonably have expected such person to use, consume, or be affected by the goods in this Commonwealth, provided that he also regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in this Commonwealth;
6. Having an interest in, using, or possessing real property in this Commonwealth;
7. Contracting to insure any person, property, or risk located within the Commonwealth at the time of contracting; or
8. (ii). Having been ordered to pay spousal support or child support pursuant to an order entered by any court of competent jurisdiction in this Commonwealth having in personam jurisdiction over such person.
9. Having incurred a liability for taxes, fines, penalties, interest, or other charges to any political subdivision of the Commonwealth.

DUE DILIGENCE REQUIREMENT:

If box number 2 is checked, the following provision applies:

When the person to be served is a resident, the signature of an attorney, party or agent of the person seeking service on such affidavit shall constitute a certificate by him that process has been delivered to the sheriff or to a disinterested person as permitted by § 8.01-293 for execution and, if the sheriff or disinterested person was unable to execute such service, that the person seeking service has made a bona fide attempt to determine the actual place of abode or location of the person to be served.

Nov 1, 2024 at 8:12:00 AM
125 Southland Dr.





CITY OF DANVILLE

Community Development Division of Inspections

2nd NOTICE OF VIOLATION

June 04, 2025

CLARKE HOWARD
1361 GORSUCH AVE
BALTIMORE, MD. 21218

RE: 125 SOUTHLAND DR
Parcel ID: 50472
Application Number: CE24-00109

Dear Property Owner(s) and/or occupant,

On **02/29/2024** a notice of violation was sent to the owner of the above-referenced property ordering repairs to be conducted upon the property to achieve compliance with the Virginia Uniform Statewide Building Code. The ordered repairs were not completed, and the property owner(s) was convicted of civil violations of the Uniform Statewide Building Code on **11/01/2024**. The property owner(s) was subsequently given six months to complete the repairs.

The City of Danville's Inspections Division has inspected the building on the above referenced property and found it to be in violation of the provisions of the most current edition of the Virginia Uniform Statewide Building Code, as adopted by the Commonwealth of Virginia, Department of Housing & Community Development for the maintenance of existing structures.

The specific violations which exist are as follows:

304.5	Foundation walls	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.
304.6	Exterior walls	Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
304.7	Roofs and drainage	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. Roof water shall be discharged in a manner to protect the foundation or slab of buildings and structures from the accumulation of roof drainage.

304.9	Overhang extensions	Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
304.12	Handrails and guards	Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
304.13	Window, skylight and door frames	Every window, skylight, door, and frame shall be kept in sound condition, good repair and weather tight.
607.2	Clothes dryer exhaust duct	Required or provided clothes dryer exhaust systems shall be maintained in accordance with the applicable building code.

ORDER

In order to abate the violations on this property, this building must be repaired and/or improved to comply with the provisions of the VMC. You are hereby ordered to complete the following repairs and/or improvements within 30 calendar days of receipt of this notice. If the violations are not corrected within the allowable timeframe and a fine of \$2450.00 will be ordered.

1.) Violation #1 (304.5 Foundation walls)

Deficiency: Holes or breaks in foundation walls

Required action: Repair all holes or breaks in foundation walls.

2.) Violation #2 (304.6 Exterior walls)

Deficiency: Exterior walls damaged or missing siding.

Required action: Repair or replace all damaged or missing siding.

3.) Violation #3 (304.7 Roofs & drainage)

Deficiency: Gutters and downspouts missing or damaged.

Required action: Repair or replace all damaged or missing gutters/downspouts.

4.) Violation #4 (304.9 Overhang extensions)

Deficiency: Soffit damaged or missing in certain areas

Required action: Repair/replace all damaged or missing soffit

5.) Violation #5 (304.12 Handrails and guards)

Deficiency: Guardrails for rear stairway to basement missing.

Required action: Replace missing guardrail in rear.

6.) Violation #6 (Window, skylight, and door frames)

Deficiency: Windows missing around structure.

Required action: Replace all missing windows.

7.) Violation #7 (Clothes dryer exhaust duct)

Deficiency: Dryer exhaust cover on exterior damaged.

Required action: Replace damaged dryer exhaust cover.



CITY OF DANVILLE

Community Development Division of Inspections

Failure to comply with this order to abate the violations noted above will result in the City of Danville taking action to abate such conditions in accordance with the provisions of Virginia Code § 36-106, Danville City Code § 9-88, and/or the Virginia Maintenance Code, as the Building Maintenance Official deems it appropriate. This may result in legal action against you, which would subject you to a civil penalty of up to \$3,000.00. The City may also take action to correct the violations, and charge the costs or expense of such action to you. Any charges assessed, which are unpaid, would constitute a lien in that amount against the property.

Right of Appeal

You have the right to appeal this decision of the Building Maintenance Official to the local Board of Building Code Appeals as provided for in Section 107.0 of the Virginia Maintenance Code, and in Section 9-3 of the Code of the City of Danville, Virginia, 1986, as amended. A written request for such an appeal shall be made on forms provided by the Building Maintenance Official, and filed with this office within 14 calendar days from receipt of this notice. At the time of filing, a fee of Two Hundred Six dollars (\$206.00) shall accompany the appeal request. Applications for appeal may be obtained in the Inspections Office located in Room 208 of the Municipal Building on Patton Street, Monday through Friday, 8:00 AM until 5:00 PM.

Compliance with this order may require a building permit from this office. Failure to obtain the proper permit(s) as required by the USBC shall constitute a separate violation. **Should you have any questions or when all work has been completed, please contact me at (434) 799-5260.** Thank you for your cooperation in promptly eliminating these violations.

Sincerely,

A handwritten signature in black ink, reading "Allen Wann".

Allen Wann, PMI
Property Maintenance Inspector
wannas@danvilleva.gov
(434) 799-5260 ext. 3802

**AFFIDAVIT FOR SERVICE OF PROCESS ON THE
SECRETARY OF THE COMMONWEALTH**

Commonwealth of Virginia Va. Code §§ 8.01-301, -329; 55.1-1211; 55.1-1401; 57-51

Case No.

Danville

District Court

City of Danville - Inspections Division

v.

Howard, Clarke

PO Box 3300 Danville, Va. 24543

1361 Gorsuch Ave.

434-799-5260

Baltimore, MD. 21218

TO THE PERSON PREPARING THIS AFFIDAVIT: You must comply with the appropriate requirements listed on the back of this form.

Attachments: ☐ Warrant ☐ Motion for Judgment ☒ Warrant in Debt(Civil Claim for Money)

I, the undersigned Affiant, state under oath that:

☒ the above-named defendant ☐

whose last known address is: ☒ same as above ☐

- ☒ is a non-resident of the Commonwealth of Virginia or a foreign corporation and Virginia Code § 8.01-328.1(A) applies (see NON-RESIDENCE GROUNDS REQUIREMENT on reverse).
- ☐ is a person whom the party seeking service, after exercising due diligence, has been unable to locate (see DUE DILIGENCE REQUIREMENT on reverse) and that

July 18, 2025 @ 10am

is the return date on the attached warrant, motion for judgment or notice (see TIMELY SERVICE REQUIREMENT on reverse).

6/4/2025

DATE

☐ PARTY

☐ PARTY'S ATTORNEY

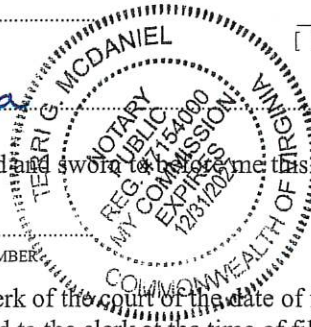
☒ PARTY'S AGENT

State of Virginia ☒ City ☐ County of Danville

Acknowledged, subscribed and sworn to before me this 4th day of June, 20 25

#7154000

NOTARY REGISTRATION NUMBER



Teri G. McDaniel

☐ CLERK ☐ MAGISTRATE ☒ NOTARY PUBLIC (My commission expires 12-31-27)

☐ Verification by the clerk of the court of the date of filing of the certificate of compliance requested. A self-addressed stamped envelope was provided to the clerk at the time of filing of this Affidavit.

NOTICE TO THE RECIPIENT from the Office of the Executive Secretary of the Commonwealth of Virginia:

You are being served with this notice and attached pleadings under Section 8.01-329 of the Code of Virginia which designates the Secretary of the Commonwealth as statutory agent for Service of Process. The Secretary of the Commonwealth's ONLY responsibility is to mail, by certified mail, return receipt requested, the enclosed papers to you. If you have any questions concerning these documents, you may wish to seek advice from a lawyer.

SERVICE OF PROCESS IS EFFECTIVE ON THE DATE WHEN SERVICE IS MADE ON THE SECRETARY OF THE COMMONWEALTH.

CERTIFICATE OF COMPLIANCE

I, the undersigned, Clerk in the Office of the Secretary of the Commonwealth, hereby certify the following:

- On, legal service in the above-styled case was made upon the Secretary of the Commonwealth, as statutory agent for persons to be served in accordance with Section 8.01-329 of the Code of Virginia, as amended.
- On, papers described in the Affidavit and a copy of this Affidavit were forwarded by certified mail, return receipt requested, to the party designated to be served with process in the Affidavit.

SERVICE OF PROCESS CLERK, DESIGNATED BY THE AUTHORITY OF THE
SECRETARY OF THE COMMONWEALTH

TIMELY SERVICE REQUIREMENT:

Service of process in actions brought on a warrant or motion for judgment pursuant to Virginia Code § 16.1-79 or § 16.1-81 shall be void and of no effect when such service of process is received by the Secretary within ten days of any return day set by the warrant. In such cases, the Secretary shall return the process or notice, the copy of the affidavit, and the prescribed fee to the plaintiff or his agent. A copy of the notice of the rejection shall be sent to the clerk of the court in which the action was filed.

NON-RESIDENCE GROUNDS REQUIREMENT:

If box number 1 is checked, insert the appropriate subsection number:

A court may exercise personal jurisdiction over a person, who acts directly or by an agent, as to a cause of action arising from the person's:

1. Transacting any business in this Commonwealth;
2. Contracting to supply services or things in this Commonwealth;
3. Causing tortious injury by an act or omission in this Commonwealth;
4. Causing tortious injury in this Commonwealth by an act or omission outside this Commonwealth if he regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in this Commonwealth;
5. Causing injury in this Commonwealth to any person by breach of warranty expressly or impliedly made in the sale of goods outside this Commonwealth when he might reasonably have expected such person to use, consume, or be affected by the goods in this Commonwealth, provided that he also regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in this Commonwealth;
6. Having an interest in, using, or possessing real property in this Commonwealth;
7. Contracting to insure any person, property, or risk located within the Commonwealth at the time of contracting; or
8. (ii). Having been ordered to pay spousal support or child support pursuant to an order entered by any court of competent jurisdiction in this Commonwealth having in personam jurisdiction over such person.
9. Having incurred a liability for taxes, fines, penalties, interest, or other charges to any political subdivision of the Commonwealth.

DUE DILIGENCE REQUIREMENT:

If box number 2 is checked, the following provision applies:

When the person to be served is a resident, the signature of an attorney, party or agent of the person seeking service on such affidavit shall constitute a certificate by him that process has been delivered to the sheriff or to a disinterested person as permitted by § 8.01-293 for execution and, if the sheriff or disinterested person was unable to execute such service, that the person seeking service has made a bona fide attempt to determine the actual place of abode or location of the person to be served.

**AFFIDAVIT – DEFAULT JUDGMENT
SERVICEMEMBERS CIVIL RELIEF ACT**

Commonwealth of Virginia VA. CODE § 8.01-15.2

Case No.

RETURN DATE AND TIME

[] Circuit Court [X] General District Court
[] Juvenile and Domestic Relations District Court

City of Danville

CITY OR COUNTY

City of Danville

v./In re:

CLARKE, HOWARD

I, Inspections Department, the undersigned affiant, states the following under oath:

PRINT NAME

[] The defendant/respondent [] is in military service. [] is not in military service.

The following facts support the statement above:

[X] The affiant is unable to determine whether or not the defendant/respondent is in military service.

Pursuant to 50 U.S.C. § 3931, if the court is unable to determine whether the defendant/respondent is in military service based upon the affiant's statement, the court, before entering judgment, may require the plaintiff/petitioner to file a bond in an amount approved by the court.

6/4/2025

DATE

[Signature]

AFFIANT'S SIGNATURE

The above-named affiant personally appeared this day before the undersigned, and upon duly being sworn, made oath that the facts stated in this affidavit are true to the best of his or her knowledge, information and belief.

DATE

[] CLERK [] DEPUTY CLERK [] MAGISTRATE [] JUDGE [] INTAKE OFFICER

FOR NOTARY PUBLIC'S USE ONLY:

State of Virginia [X] City [] County of Danville

Acknowledged, subscribed and sworn to before me this 4th day of June, 20 25

#7154000
NOTARY REGISTRATION NUMBER

[Signature]
NOTARY PUBLIC
(My commission expires: 12-31-27)

NOTICE REGARDING APPOINTMENT OF COUNSEL TO REPRESENT ABSENT SERVICEMEMBER:

Where appointment of counsel is required pursuant to 50 U.S.C. § 3931 or § 3932 or another section of the Servicemembers Civil Relief Act, the court may assess reasonable attorney fees and costs against any party as the court deems appropriate, including a party aggrieved by a violation of the Act, and shall direct in its order which of the parties to the case shall pay such fees and costs, except the Commonwealth unless it is the party that obtains the judgment. Further, counsel appointed pursuant to the Servicemembers Civil Relief Act shall not be selected by the plaintiff or have any affiliation with the plaintiff.

FOR COURT USE ONLY:

[] ORDER OF APPOINTMENT OF COUNSEL

I find that appointment of counsel is required pursuant to 50 U.S.C. § 3931 or § 3932 or another section of the Servicemembers Civil Relief Act and therefore, I appoint the lawyer indicated below to represent the absent servicemember named as defendant/respondent above.

NAME, ADDRESS
OF COURT
APPOINTED
LAWYER

NEXT HEARING DATE AND TIME

DATE

JUDGE

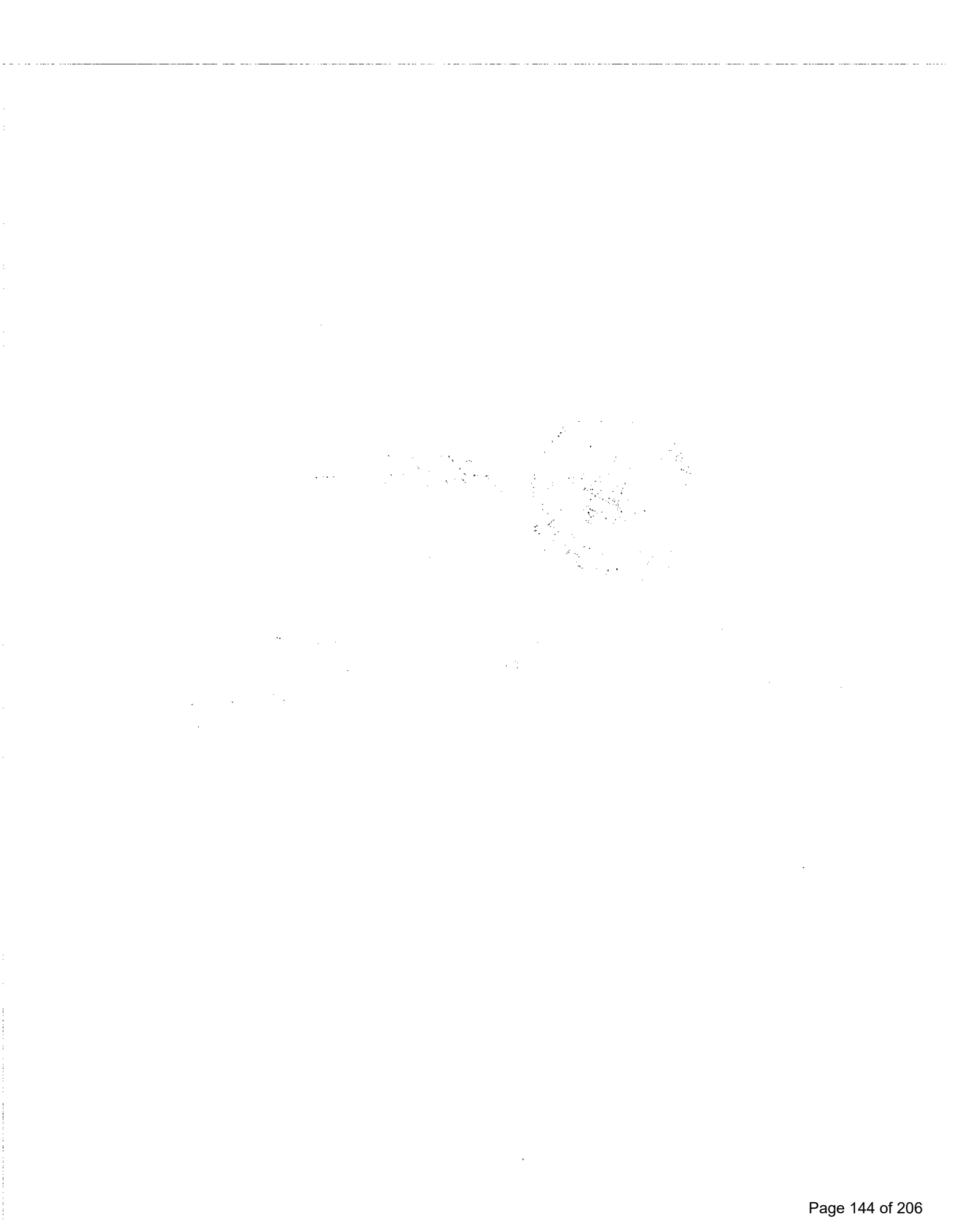
[] STAY OF PROCEEDINGS

I find that a stay of proceedings is required pursuant to 50 U.S.C. § 3931 and, therefore, such a stay, for a minimum period of 90 days, is ordered until

NEXT HEARING DATE AND TIME

DATE

JUDGE



WARRANT IN DEBT (CIVIL CLAIM FOR MONEY)
Commonwealth of Virginia VA. CODE § 16.1-79

City of Danville
CITY OR COUNTY General District Court

401 Patton Street, Danville, VA 24541
STREET ADDRESS OF COURT

TO ANY AUTHORIZED OFFICER: You are hereby commanded to summon the Defendant(s).

TO THE DEFENDANT(S): You are summoned to appear before this Court at the above address on

July 18, 2025 @ 10am to answer the Plaintiff(s)' civil claim (see below)
RETURN DATE AND TIME

DATE ISSUED

6-4-25
[] CLERK AKB DEPUTY CLERK [] MAGISTRATE

CLAIM: Plaintiff(s) claim that Defendant(s) owe Plaintiff(s) a debt in the sum of

\$ 2450.00 net of any credits, with interest at 0.00 % from date of until paid,
\$ 28.00 costs and \$ 0.00 attorney's fees with the basis of this claim being

[] Open Account [] Contract [] Note [] Other (EXPLAIN)

Violations of sections 304.5, 304.6, 304.7, 304.9, 304.12, 304.13 and 607.2 of the VMC as punished by section 36-106 of the code of Virginia. The City has sought since 7/10/2024 to have the owner of 125 Southland Dr. to abate the violations of the VMC. As of 6/4/2025 violations still exists.

HOMESTEAD EXEMPTION WAIVED? [] YES [X] NO [] cannot be demanded

6/4/2025

DATE

SE DISPOSITION

[] PLAINTIFF [] PLAINTIFF'S ATTORNEY [X] PLAINTIFF'S EMPLOYEE/AGENT

JUDGMENT against [] named Defendant(s) []

for \$ net of any credits, with interest at % from date

of until paid, \$ costs and \$ attorney's fees

HOMESTEAD EXEMPTION WAIVED? [] YES [] NO [] CANNOT BE DEMANDED

[] JUDGMENT FOR [] NAMED DEFENDANT(S) []

[] NON-SUIT [] DISMISSED

Defendant(s) Present? [] YES [] NO

DATE

JUDGE

CASE NO.

GV25-2064

DANVILLE CITY

PLAINTIFF(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)

INSPECTIONS DIVISION 434-799-5260

PO BOX 3300

DANVILLE VA 24543

V.

CLARKE, HOWARD

DEFENDANT(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)

1361 GORSUCH AVE.

BALTIMORE, MD. 21218

WARRANT IN DEBT

* * *

TO DEFENDANT: You are not required to appear, however, if you fail to appear, judgment may be entered against you. See the additional notice on the reverse about requesting a change of trial location.

[] To dispute this claim, you must appear on the return date to try this case.

[] To dispute this claim, you must appear on the return date for the judge to set another date for trial.

Bill of Particulars

ORDERED

DUE

Grounds of Defense

ORDERED

DUE

ATTORNEY FOR PLAINTIFF(S)

C. Ryan Dodson

Assistant City Attorney for the City of Danville

ATTORNEY FOR DEFENDANT(S)

HEARING DATE
AND TIME

July 18, 2025 @ 10am

JUDGMENT PAID OR
SATISFIED
PURSUANT TO
ATTACHED NOTICE
OF
SATISFACTION.

DATE

CLERK

DISABILITY
ACCOMMODATIONS
for loss of hearing,
vision, mobility, etc.,
contact the court ahead
of time.

RETURNS: Each defendant was served according to law, as indicated below, unless not found.

NAME
ADDRESS
☐ PERSONAL SERVICE Being unable to make personal service, a copy was delivered in the following manner:
☐ DELIVERED TO FAMILY MEMBER (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.
☐ POSTED ON FRONT DOOR OR SUCH OTHER DOOR AS APPEARS TO BE THE MAIN ENTRANCE OF USUAL PLACE OF ABODE, ADDRESS LISTED ABOVE. (Other authorized recipient not found.)
☐ SERVED ON SECRETARY OF THE COMMONWEALTH
☐ NOT FOUND SERVING OFFICER _____ DATE for _____

NAME
ADDRESS
☐ PERSONAL SERVICE Being unable to make personal service, a copy was delivered in the following manner:
☐ DELIVERED TO FAMILY MEMBER (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.
☐ POSTED ON FRONT DOOR OR SUCH OTHER DOOR AS APPEARS TO BE THE MAIN ENTRANCE OF USUAL PLACE OF ABODE, ADDRESS LISTED ABOVE. (Other authorized recipient not found.)
☐ SERVED ON SECRETARY OF THE COMMONWEALTH
☐ NOT FOUND SERVING OFFICER _____ DATE for _____

NAME
ADDRESS
☐ PERSONAL SERVICE Being unable to make personal service, a copy was delivered in the following manner:
☐ DELIVERED TO FAMILY MEMBER (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.
☐ POSTED ON FRONT DOOR OR SUCH OTHER DOOR AS APPEARS TO BE THE MAIN ENTRANCE OF USUAL PLACE OF ABODE, ADDRESS LISTED ABOVE. (Other authorized recipient not found.)
☐ SERVED ON SECRETARY OF THE COMMONWEALTH
☐ NOT FOUND SERVING OFFICER _____ DATE for _____

ECTION TO VENUE:
 The Defendant(s): If you believe that Plaintiff(s) should have filed this suit in a different city or county, you may file a written request to have the case moved for trial to the general district court of that city or county. To do so, you must do the following:

1. Prepare a written request which contains (a) this court's name, (b) the case number and the "return date" as shown on the other side of this form in the right corner, (c) Plaintiff(s) name(s) and Defendant(s) name(s), (d) the phrase "I move to object to venue of this case in this court because" and state the reasons for your objection and also state in which city or county the case should be tried, and (e) your signature and mailing address.
2. File the written request in the clerk's office before the trial date (use the mail at your own risk) or give it to the judge when your case is called on the return date. Also send or deliver a copy to plaintiff.
3. If you mail this request to the court, you will be notified of the judge's decision.

I certify that I mailed a copy of this document to the defendants named therein at the address shown herein on
 6/4/2025
 DATE
☐ Plaintiff
☒ Plaintiff's Atty.
☐ Plaintiff's Agent

Fi. Fa. issued on
 Interrogatories issued on:

Garnishment issued on

Case Comments- CE24-00109 (2nd Notice of Violation)

hawkesr03/18/2024 12:22 PM

Received a voicemail from Joseph Worth about restarting this project. I called him back and his voicemail box was full.

(520) 559-8614

hawkesr03/29/2024 12:05 PM

Met w/ the contractor yesterday at the property. The rear foundation wall that was installed had collapsed and now they have to rebuild. They have it temporarily shored up until they can rebuild. I am going to speak with Ricky on Tuesday on how to proceed.

hawkesr04/3/2024 11:28 AM

Joseph is going to pump the water out and clean the footing off to prepare for the new block. He said he would call Ricky tomorrow morning so they can meet at the property.

hawkesr04/12/2024 12:34 PM

Spoke with Ricky this morning and he has an inspection scheduled for 04/15/2024 to inspect the footing to see if it is ready for block. I will follow up after that.

hawkesr05/24/2024 9:10 AM

Rear foundation wall has been rebuilt. Received a call from the owner this morning. He stated that he is not going to proceed with any more work until he has a written contract with Flyright Construction. I called Chris Moore this morning to get his side of the story but had to leave a voicemail. I called Joseph Worthy for an update as well and had to leave a voicemail.

hawkesr06/3/2024 12:55 PM

Spoke with Chris Moore and he said they would resume work this week. I called the owner to follow up and he said Joseph sent him pictures of some grading work that was done last Friday. The current agreement between Chris Moore and Howard Clarke includes the installation of the windows, siding removal, and replacement framing where bad. Howard said he would not proceed with any additional work unless he obtains a written contract with Flyright Construction.

hawkesr06/21/2024 9:50 AM

Spoke with Chris Moore this morning. He said the windows, doors, and Tyvek would be installed by next week. Siding would follow.

hawkesr07/8/2024 1:25 PM

Windows, doors and Tyvek have been installed. Rear yard has been backfilled as well. Waiting on siding and exterior finishes to be completed. Will re-inspect [in 30](#) days.

hawkesr08/5/2024 10:34 AM

Spoke with Chris Moore in office on 08/02/2024. He informed me that the rear wall had collapsed again due to water building up during a recent rainstorm. I called Howard Clarke and told him that we would take the case to court if he hasn't shown significant progress within 2 weeks. He said he hopes to have the foundation wall completed by then, but he didn't think he could have the siding and gutters/downspouts done by then. I told him that he needs to have the materials ordered and provide me with receipts if we are going to allow another extension.

hawkesr08/19/2024 10:18 AM

Howard Clarke called me this morning. He said there was a setback with the contractor who had quoted them a price to remove the block and dirt from the old wall. He will not respond to their calls/texts. I spoke with Joseph Worthy and he said they have another contractor out of NC that is supposed to come by either today or tomorrow to quote removing the debris. I called Howard back and told him that I would be following up on Wednesday. He was informed that he needs to hire a contractor ASAP to remove the debris so the new wall can be built. Chris was informed that a new permit will be needed to rebuild the wall. Chris is going to price siding and gutters for Howard and then Howard will have to approve.

hawkesr09/11/2024 7:49 AM

No progress. Filing warrant in debt.

hawkesr12/11/2024 9:29 AM

Went to court 11/1/2024, found guilty and fined \$700.00. Wait 6 months for re-inspection.

WANNAS06/4/2025 12:43 PM

2ND NOTICE OF VIOLATION SENT **AW

WANNAS06/4/2025 12:44 PM

2ND OFFENSE COURT DATE JULY 18, 2025 @ 10AM**AW

WANNAS07/31/2025 7:36 AM

CONTINUED NOV.7, 2025**AW

Mar 28, 2024 at 3:20:09 PM
125 Southland Dr
Danville VA 24541
United States



Mar 28, 2024 at 3:20:14 PM
125 Southland Dr
Danville VA 24541
United States



Mar 28, 2024 at 3:20:16 PM
125 Southland Dr
Danville VA 24541
United States



Jul 8, 2024 at 10:51:22 AM
100-198 Southland Dr
Danville VA 24541
United States



Jul 8, 2024 at 10:51:38 AM
125 Southland Dr
Danville VA 24541
United States



Jul 8, 2024 at 10:51:48 AM
125 Southland Dr
Danville VA 24541
United States



Jul 8, 2024 at 10:51:59 AM
125 Southland Dr
Danville VA 24541
United States



Jul 8 2024 at 10:52:01 AM
125 Southland Dr
Danville VA 24541
United States



Jul 8, 2024 at 10:52:15 AM
125 Southland Dr
Danville VA 24541
United States



Jul 8, 2024 at 10:52:16 AM
125 Southland Dr
Danville VA 24541
United States



Jul 8, 2024 at 10:52:33 AM
125 Southland Dr
Danville VA 24541
United States



Jul 18, 2025 at 8:42:43 AM
125 Southland Dr



Jul 18, 2025 at 8:43:17 AM
125 Southland Dr



Jul 18, 2025 at 8:44:15 AM
125 Southland Dr



Jul 18, 2025 at 8:44:45 AM
125 Southland Dr



Jul 18, 2025 at 8:44:52 AM
125 Southland Dr



Jul 18, 2025 at 8:45:16 AM
125 Southland Dr



Jul 18, 2025 at 8:45:45 AM
125 Southland Dr



Jun 4, 2025 at 9:41:08 AM
Danville, VA
125 Southland Dr.



Jun 4, 2025 at 9:41:35 AM
Danville, VA
125 Southland Dr.



Jun 4, 2025 at 9:41:47 AM
Danville, VA
125 Southland Dr.



Jun 4, 2025 at 9:42:01 AM
Danville, VA
125 Southland Dr.



Jun 4, 2025 at 9:42:20 AM
Danville, VA
125 Southland Dr.



Jun 4, 2025 at 9:42:30 AM
Danville, VA
125 Southland Dr.



Jun 4, 2025 at 9:42:38 AM
Danville, VA
125 Southland Dr.



Jun 4, 2025 at 9:42:49 AM
Danville, VA
125 Southland Dr.



Jun 4, 2025 at 9:44:03 AM
Danville, VA
125 Southland Dr.



Nov 28, 2023 at 10:55:30 AM
Danville



Nov 28, 2023 at 10:56:05 AM
Danville



Nov 28, 2023 at 10:56:21 AM
Danville



Nov 28, 2023 at 10:56:31 AM
Danville



Nov 28, 2023 at 10:56:45 AM
Danville



Nov 28, 2023 at 10:56:46 AM
Danville



Nov 28, 2023 at 10:56:51 AM
Danville



Nov 28, 2023 at 10:57:10 AM
Danville



Nov 28, 2023 at 10:57:11 AM
Danville



Nov 28, 2023 at 10:57:24 AM
Danville



Nov 28, 2023 10:17:26 AM
Barville



Nov 28, 2023 at 10:57:39 AM
Danville



Nov 28, 2023 at 10:57:44 AM
Danville



THIS STRUCTURE HAS BEEN DECLARED BY THE CODE OFFICIAL TO BE UNSAFE, UNFIT FOR HUMAN OCCUPANCY OR UNLAWFUL PURSUANT TO THE PROVISIONS OF THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE, AND IS HEREBY AN

UNSAFE STRUCTURE

ANY USE OR OCCUPANCY OF THIS STRUCTURE IS UNLAWFUL AND PROHIBITED BY THE CODE OFFICIAL. ANY PERSON USING OR OCCUPYING THIS STRUCTURE, OR REMOVING THIS PLACARD, WILL BE PROSECUTED AND SUBJECT TO THE PENALTIES AS PRESCRIBED IN §36-106 OF THE CODE OF VIRGINIA AND SECTION 9-88 OF THE DANVILLE MUNICIPAL CODE. DO NOT REMOVE.

125 SOUTHLAND DR.

ADDRESS

50472

PARCEL ID

JANUARY 14, 2026

DATE



CODE OFFICIAL

COMMENTS:

The Building Maintenance Official has determined that in order to abate the unsafe or dangerous conditions on this property, the conditions listed in the attached notice must be satisfied.

FOR ANY QUESTIONS CONCERNING THIS UNSAFE STRUCTURE, CONTACT THE CITY OF DANVILLE INSPECTIONS DIVISION AT 799-5260

NO TRESPASSING

Case Comments- CE26-00023 (Unsafe Structure Notice)

WANNAS01/15/2026 8:32 AM

UNSAFE STRUCTURE - FOUNDATION WALLS 1/14/2026**AW

WANNAS01/15/2026 8:32 AM

OPEN TO PUBLIC**AW

WANNAS01/15/2026 8:33 AM

PLACARD STRUCTURE 1/14/2026**AW

WANNAS01/15/2026 10:48 AM

WORKING WITH S.HAWKER ON THIS PROPERTY.**AW

paynets03/24/2026 3:22 PM

starting demo closing case 3-24-2026

Jan 13, 2026 at 12:48:00 PM
Danville, VA
125 Southland Dr.



Jan 13, 2026 at 12:48:49 PM
Danville, VA
125 Southland Dr.



Jan 13, 2026 at 12:48:58 PM
Danville, VA
125 Southland Dr



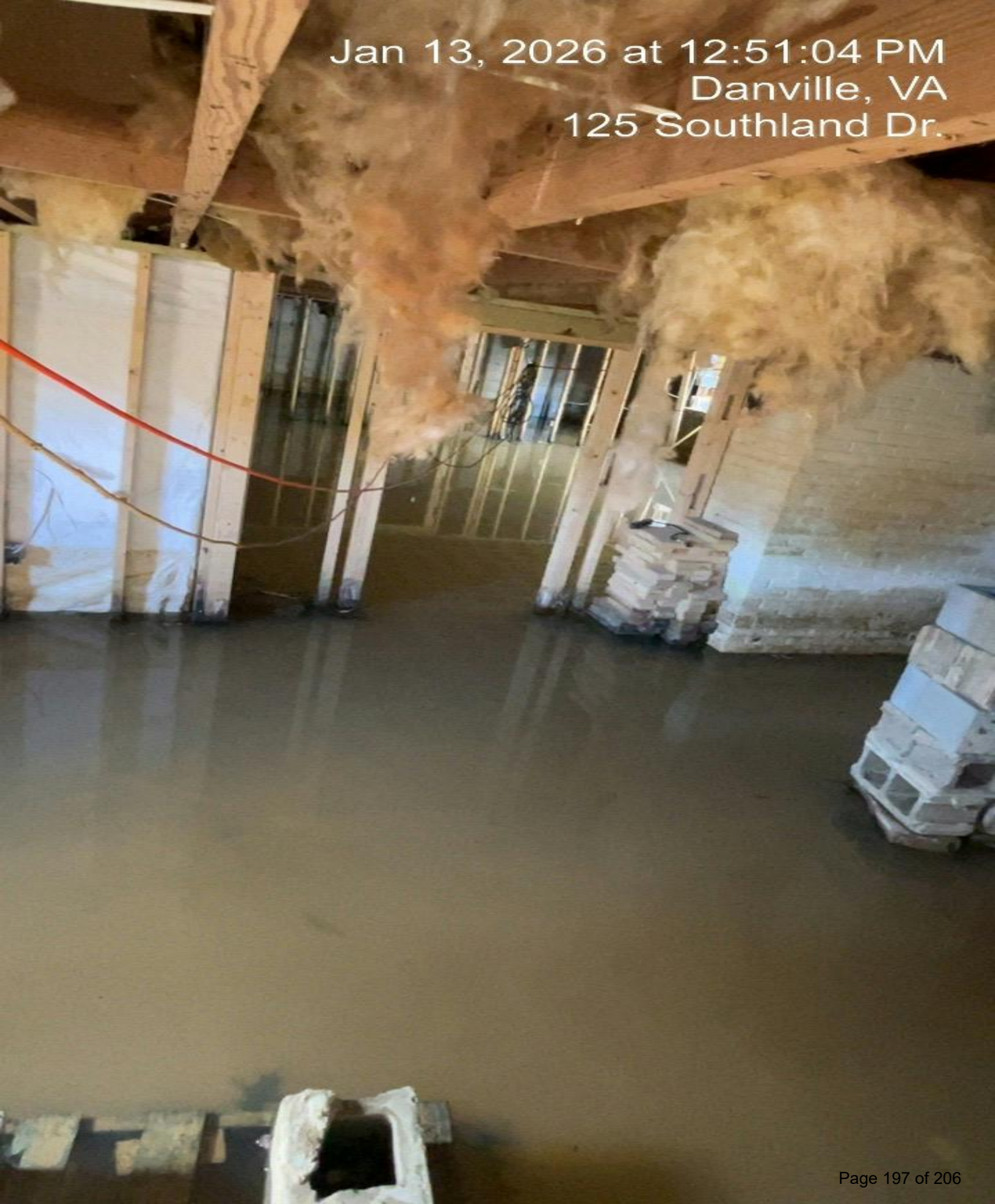
Jan 13, 2026 at 12:49:49 PM
Danville, VA
125 Southland Dr.



- Jan 13, 2026 at 12:50:06 PM
Danville, VA
125 Southland Dr.



Jan 13, 2026 at 12:51:04 PM
Danville, VA
125 Southland Dr.



Jan 13, 2026 at 12:51:05 PM
Danville, VA
125 Southland Dr.



Jan 13, 2026 at 12:51:22 PM
Danville, VA
125 Southland Dr.



Jan 14, 2026 at 1:16:03 PM
Danville, VA
125 Southland Dr.

THIS STRUCTURE HAS BEEN DECLARED BY THE CITY OF DANVILLE TO BE AN UNSAFE STRUCTURE. IT IS THE POLICY OF THE CITY OF DANVILLE TO REMOVE SUCH STRUCTURES FROM THE CITY OF DANVILLE. IT IS THE POLICY OF THE CITY OF DANVILLE TO REMOVE SUCH STRUCTURES FROM THE CITY OF DANVILLE. IT IS THE POLICY OF THE CITY OF DANVILLE TO REMOVE SUCH STRUCTURES FROM THE CITY OF DANVILLE.

UNSAFE STRUCTURE

NOTICE TO THE OCCUPANT OF THIS STRUCTURE: IT IS THE POLICY OF THE CITY OF DANVILLE TO REMOVE SUCH STRUCTURES FROM THE CITY OF DANVILLE. IT IS THE POLICY OF THE CITY OF DANVILLE TO REMOVE SUCH STRUCTURES FROM THE CITY OF DANVILLE. IT IS THE POLICY OF THE CITY OF DANVILLE TO REMOVE SUCH STRUCTURES FROM THE CITY OF DANVILLE.

125 SOUTHLAND DR.
DANVILLE, VA 24004
JANUARY 14, 2026

City of Danville
Department of Public Works
100 N. Main St.
Danville, VA 24004
Phone: (434) 261-1000
Fax: (434) 261-1001
Email: info@cityofdanville.org
Website: www.cityofdanville.org

NO TRESPASSING

NOTICE OF UNSAFE STRUCTURE

JANUARY 14, 2026

125 SOUTHLAND DR.
DANVILLE, VA 24004
JANUARY 14, 2026

City of Danville
Department of Public Works
100 N. Main St.
Danville, VA 24004
Phone: (434) 261-1000
Fax: (434) 261-1001
Email: info@cityofdanville.org
Website: www.cityofdanville.org

1

THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE CITY OF DANVILLE IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE INFORMATION.

1. **Structure No. 125-1 (Structure 1)**
2. **Structure No. 125-2 (Structure 2)**
3. **Structure No. 125-3 (Structure 3)**
4. **Structure No. 125-4 (Structure 4)**
5. **Structure No. 125-5 (Structure 5)**
6. **Structure No. 125-6 (Structure 6)**
7. **Structure No. 125-7 (Structure 7)**
8. **Structure No. 125-8 (Structure 8)**
9. **Structure No. 125-9 (Structure 9)**
10. **Structure No. 125-10 (Structure 10)**
11. **Structure No. 125-11 (Structure 11)**
12. **Structure No. 125-12 (Structure 12)**
13. **Structure No. 125-13 (Structure 13)**
14. **Structure No. 125-14 (Structure 14)**
15. **Structure No. 125-15 (Structure 15)**
16. **Structure No. 125-16 (Structure 16)**
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18. **Structure No. 125-18 (Structure 18)**
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94. **Structure No. 125-94 (Structure 94)**
95. **Structure No. 125-95 (Structure 95)**
96. **Structure No. 125-96 (Structure 96)**
97. **Structure No. 125-97 (Structure 97)**
98. **Structure No. 125-98 (Structure 98)**
99. **Structure No. 125-99 (Structure 99)**
100. **Structure No. 125-100 (Structure 100)**

ESR - 2514

Jan 14, 2026 at 1:16:21 PM
Danville, VA
125 Southland Dr.

THIS STRUCTURE HAS BEEN DECLARED BY THE CODE OFFICIAL TO BE
UNSAFE, UNFIT FOR HUMAN OCCUPANCY OR UNLAWFUL PURSUANT TO
THE PROVISIONS OF THE VIRGINIA UNIFORM STATEWIDE BUILDING
CODE, AND IS HEREBY AN

UNSAFE STRUCTURE

ANY USE OR OCCUPANCY OF THIS STRUCTURE IS UNLAWFUL AND
PROHIBITED BY THE CODE OFFICIAL. ANY PERSON USING OR
OCCUPYING THIS STRUCTURE, OR REMOVING THIS PLACARD, WILL BE
PROSECUTED AND SUBJECT TO THE PENAL TIES AS PRESCRIBED IN
§36-106 OF THE CODE OF VIRGINIA AND SECTION 9-58 OF THE DANVILLE
MUNICIPAL CODE. DO NOT REMOVE.

125 SOUTHLAND DR.
ADDRESS

50472
PARCEL ID

JANUARY 14, 2026
DATE

CODE OFFICIAL

COMMENTS:

The Building Maintenance Official has determined that in order to
abate the unsafe or dangerous conditions on this property, the
conditions listed in the attached notice must be satisfied.

FOR ANY QUESTIONS CONCERNING THIS UNSAFE STRUCTURE, CONTACT THE CITY
OF DANVILLE INSPECTIONS DIVISION AT 799-5246

NO TRESPASSING



City of Danville, Inspections Division
4217 Patton Street, Suite 200
Danville, VA, 24541
Phone: (434) 799-5246

NOTICE OF UNSAFE STRUCTURE

JANUARY 14, 2026

CLARKS HONORED
5351 GORRUCH AVE
BAL THORNE MD 21218
RE: 125 SOUTHLAND DR.
Parcel ID: 50472

Application Number: CE25-00023

Dear Property Owner(s) and/or Occupant,

The City of Danville's Inspections Division has inspected the building on the above referenced
property and found it to be in violation of the provisions of the most current edition of the Virginia
Uniform Statewide Building Code (USBC), as adopted by the Commonwealth of Virginia. Department
of Housing & Community Development for the maintenance of existing structures. Further, it has also
been determined by the Building Maintenance Official that this building is unsafe, unfit for human
occupancy or unlawful pursuant to Section 106 of the Virginia Maintenance Code, Part II of the
USBC, and is hereby deemed a dangerous structure as defined in Section 9-58 of the Code of the City
of Danville, VA, 1996, as amended.

You are hereby notified that this building has been deemed an **UNSAFE STRUCTURE**, and
the Building Maintenance Official prohibits any use or occupancy. The specific violations of the
Virginia Maintenance Code that caused the building to be declared unsafe, unfit for human occupancy
or unlawful and a dangerous structure are as follows:

106.1 General: This section shall apply to existing structures which are classified as unsafe or
unfit for human occupancy. All conditions causing such structures to be classified as unsafe or
conditions, the structure may be repaired or as an alternative to correcting such
conditions, the structure may be vacated and secured against public entry or used
occupied. Notwithstanding the above, when the code official determines that an unsafe
structure or a structure unfit for human occupancy constitutes such a hazard that it should be
repaired or removed, then the code official shall be permitted to order the demolition of such
structures in accordance with applicable requirements of this code.

304.5 Foundation walls: Foundation walls shall be maintained plumb and free from open
cracks and breaks and shall be kept in such condition as to prevent the entry of rodents
and other pests.

106. Unsafe structures: VMC Section 106 Unsafe and/or unfit for habitation.

ORDER

The Building Maintenance Official has determined that in order to abate the unsafe or
dangerous conditions on this property, the conditions listed in the attached notice must be
satisfied.

1 Violation #1 (106.1 General):
Deficiency: Structure is unsafe for human occupancy and does not meet code
requirements for occupancy.

2 Violation #2 (304.5 Foundation walls):
Deficiency: Cracks or breaks in foundation walls.
Required action: Repair all cracks or breaks in foundation walls.

Failure to comply with this order to abate the unsafe and dangerous conditions will result in the
City of Danville taking action to abate such conditions in accordance with the provisions of Virginia
Code Section 36-116 and/or the Virginia Maintenance Code, as the Building Maintenance Official
deems appropriate. This may result in legal action against you, which would subject you to a fine of
up to \$2,500.00, or the City may take the necessary action, and charge the costs or expense of the
action to you. Any charges assessed, which are unpaid, would constitute a lien in that amount against the
property.

Right of Appeal
You have the right to appeal this decision of the Building Maintenance Official to the local Board of
Hearing Code Appeals, as provided for in Section 157.0 of the Virginia Maintenance Code, and in
Section 9-5 of the Code of the City of Danville, Virginia, 1996, as amended. A written request for such
an appeal shall be made on forms provided by the Building Maintenance Official, and filed with this
office within 14 calendar days from receipt of this notice. At the time of filing, a fee of Two Hundred
dollars (\$200.00) shall accompany the appeal request. Applications for appeal may be obtained in
the Inspections Office located at the Municipal Building at 4217 Patton Street, Monday
through Friday, 9:00 AM until 5:00 PM.

Compliance with this order may require a building permit from this office. Failure to obtain the proper
permit(s) as required by the USBC shall constitute a separate violation. **Should you have any
questions, or wish to appeal this order, please call the Building Maintenance Official at 799-5246, ext. 200.**
Thank you for your cooperation in promptly eliminating these violations.

Sincerely,

Allen Wynn

Allen Wynn, PE
Building Maintenance Inspector
799-5246 ext. 200

John H. H.
John H. H., PE
Building Maintenance Inspector
799-5246 ext. 200

ESR - 2514

Jan 14, 2026 at 1:16:50 PM
Danville, VA
125 Southland Dr.





City of Danville, Inspections Division

427 Patton Street, Suite 208

Danville VA, 24541

Phone: (434) 799-5260

NOTICE OF UNSAFE STRUCTURE

JANUARY 14, 2026

CLARKE HOWARD
1361 GORSUCH AVE
BALTIMORE MD 21218

RE: 125 SOUTHLAND DR, ,
Parcel ID: 50472

Application Number: CE26-00023

Dear Property Owner(s) and/or Occupant,

The City of Danville's Inspections Division has inspected the building on the above referenced property and found it to be in violation of the provisions of the most current edition of the Virginia Uniform Statewide Building Code (USBC), as adopted by the Commonwealth of Virginia, Department of Housing & Community Development for the maintenance of existing structures. Further, it has also been determined by the Building Maintenance Official that this building is unsafe, unfit for human occupancy or unlawful pursuant to Section 106 of the Virginia Maintenance Code, Part III of the USBC, and is hereby deemed a dangerous structure as defined in Section 9-3 of the Code of the City of Danville, VA, 1986, as amended.

You are hereby notified that this building has been deemed an UNSAFE STRUCTURE, and the Building Maintenance Official prohibits any use or occupancy. The specific violations of the Virginia Maintenance Code that cause the building to be declared unsafe, unfit for human occupancy or unlawful and a dangerous structure are as follows:

106.1. General: This section shall apply to existing structures which are classified as unsafe or unfit for human occupancy. All conditions causing such structures to be classified as unsafe or unfit for human occupancy shall be remedied or as an alternative to correcting such conditions, the structure may be vacated and secured against public entry or razed and removed. Vacant and secured structures shall still be subject to other applicable requirements of this code. Notwithstanding the above, when the code official determines that an unsafe structure or a structure unfit for human occupancy constitutes such a hazard that it should be razed or removed, then the code official shall be permitted to order the demolition of such structures in accordance with applicable requirements of this code.

304.5. Foundation walls: 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.

106. Unsafe structures: VMC Section 106 Unsafe and/or unfit for habitation.

ORDER

The Building Maintenance Official has determined that in order to abate the unsafe or dangerous conditions on this property, the conditions listed in the attached notice must be satisfied.

1. Violation #1 (106.1 General)

Deficiency: Structure is unsafe for human occupancy and does not meet code.

Required action: Have structure to code standards.

2. Violation #2 (304.5 Foundation walls)

Deficiency: Holes or breaks in foundation walls

Required action: Repair all holes or breaks in foundation walls.

Failure to comply with this order to abate the unsafe and dangerous conditions will result in the City of Danville taking action to abate such conditions in accordance with the provisions of Virginia Code Section 36-106 and/or the Virginia Maintenance Code, as the Building Maintenance Official deems appropriate. This may result in legal action against you, which would subject you to a fine of up to \$2,500.00, or the City may take the necessary action, and charge the costs or expense thereof to you. Any charges assessed, which are unpaid, would constitute a lien in that amount against the property.

Right of Appeal

You have the right to appeal this decision of the Building Maintenance Official to the local Board of Building Code Appeals as provided for in Section 107.0 of the Virginia Maintenance Code, and in Section 9-3 of the Code of the City of Danville, Virginia, 1986, as amended. A written request for such an appeal shall be made on forms provided by the Building Maintenance Official, and filed with this office within 14 calendar days from receipt of this notice. At the time of filing, a fee of Two Hundred dollars (\$200.00) shall accompany the appeal request. Applications for appeal may be obtained in the Inspections Office is located in Room 208 of the Municipal Building at 427 Patton Street, Monday through Friday, 8:00 AM until 5:00 PM.

Compliance with this order may require a building permit from this office. Failure to obtain the proper permit(s) as required by the USBC shall constitute a separate violation. Should you have any questions, or when all work ordered in this Notice has been completed, please contact me at (434) 799 5260. Thank you for your cooperation in promptly eliminating these violations.

Sincerely,



Allen Wann, PMI
Property Maintenance Inspector
wannas@danvilleva.gov
(434) 799-5260 ext. 3802



Seth R. Hawker, PMO
Property Maintenance Supervisor
hawkesr@danvilleva.gov
434-799-5260 EXT 3102

