



**Episode III:**  
**Revenge of the Boards**  
**Association Liens and Beyond**

Presented by  
LEGAL EDUCATION DEPARTMENT  
of  
Attorneys' Title Fund Services, Inc.

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These materials are for educational use in Fund seminars. They should not be relied on without first considering the law and facts of a matter. Legal documents for others can only be prepared by an attorney after consultation with the client.

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# Episode III: Revenge of the Boards

Association Liens & Beyond

Linda Monaco, B.C.S.  
Senior Legal Education Attorney

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## Why Episode III?

- Lien on Me, But Not Forever
  - Judgments
  - Federal tax
  - Municipal
  - Code Violation
- Four Mean Liens & One Lean Lien
  - Construction
  - Charging
  - Child support
  - Hospital
  - Property Assessed Clean Energy (PACE)



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## Overview

- *Perfection – Duration – Release*
- *Condominium Association*
- *Cooperative Association*
- *Homeowner Association*
- *Timeshare and*
- *Bonus - unvaccinated dog liens*
- *Miami-Dade County*

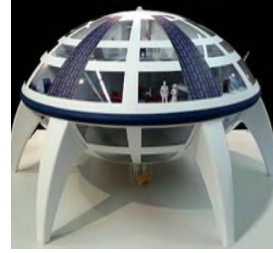
## Special Concerns – Bankruptcy

- Tolling
  - Pending bankruptcy will toll all time periods for enforcement
    - 11 U.S.C. Sec. 108(c)(2)
      - 30 days after notice of termination or expiration of automatic stay
    - TN 5.06.05
- Validity
  - Lien may still be valid post bankruptcy; not extinguished
    - 11 U.S.C. Sec. 506
    - TN 5.06.07



## Special Concerns – Homestead

- Constitutional Homestead Protection
  - Fla. Const. Art. X, Sec. 4
- Does not apply to
  - Taxes and assessments on property
  - Obligations contracted for purchase, improvement, etc.
- No lien attaches to proceeds from sale of homestead property
  - As long as proceeds are reinvested in a reasonable amount of time after sale
    - *Orange Brevard Plumbing & Heating Co. v. La Croix*, 137 So.2d 201 (Fla. 1962)



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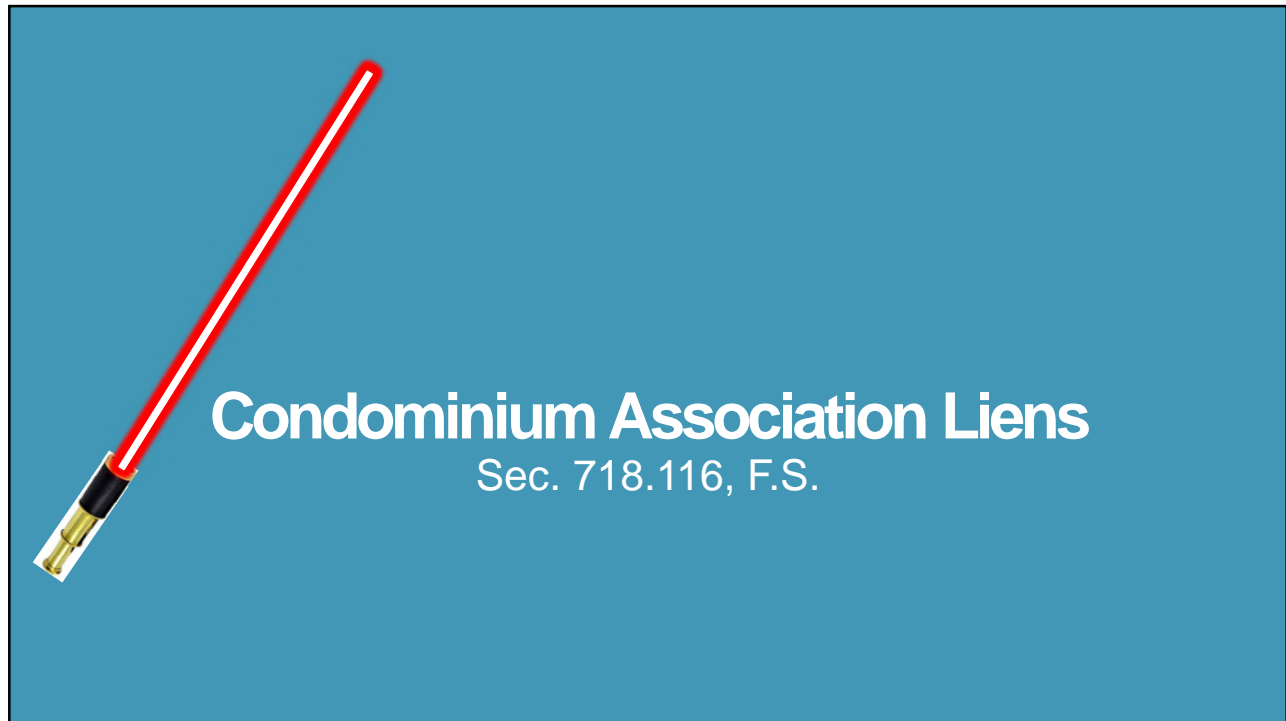
## Associations Liens

- Statutory Law
  - Liability
  - Notice
  - Interest
- Fees and costs
- Release
- Governing documents
- May be required for lien to attach
- Estoppel certificate requirements

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## Condo Lien on Condominium Unit

- By statute, condominium association has lien for all association assessments due and owing
- Lien relates back to recording date of condominium declaration establishing particular unit
- Except as to first mortgages of record, then
  - Lien is effective from and after recording a claim of lien
    - Sec. 718.116(5)(a), F.S.



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## Condo Priority - Sec. 718.116(5)(a), F.S.

- Condominium association assessment liens subordinate to first mortgage
- With respect to first mortgages, condominium association assessment liens have priority as of date of recording of claim of lien
- However, this section does not have any effect on the priority of liens (including lien for unpaid assessments), mortgages, or certified judgments recorded as of April 1, 1992



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## Liability

- Regardless of how title was acquired owner is jointly and severally liable for all unpaid assessment, with

**Condo** "[T]he previous owner"

- Sec. 718.116(1)(a), F.S.

**Co-op** "[T]he previous unit owner" but only in a voluntary transfer

- Sec. 719.108(1), F.S.

**HOA** "[T]he previous parcel owner"

- Sec. 720.3085(2)(b), F.S.

**Timeshare** "Predecessor in interest"

- Sec. 721.15(7)(a), F.S.



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## Liability

### • Example



Original owner	Subsequent owners		
Owner A	Owner B		
A	B and A		

Condo  
Co-op  
HOA  
Timeshare

- C is responsible for B as well as the original owner A because that is what B owed
- Thus, D owes for all prior

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## Liability

### • Association is not “the previous owner”

Condo Sec. 718.116(1)(a), F.S.

HOA Sec. 720.3085(2)(b), F.S.



Owner A	Owner B	
A	B and A	

- C is responsible for A and B
- Association just for it's time of ownership
- E is responsible for C, B as well as original owner A

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## Condo Liability

- New owner required to pay past due amounts within 30 days after transfer of title
  - Sec. 718.116(1)(c), F.S.

You will  
pay . . .



## First Mortgagee's Assessment Liability

- In foreclosure first mortgage holder limits is lesser of
  - 12 months or
  - 1% of original debt
- Limit only applied if association was joined in mortgage foreclosure action
  - Joinder it not required if, on date of complaint is filed
    - The association was dissolved or
    - Association did not have an agent for service of process at a location which was know or reasonably discoverable by mortgagee

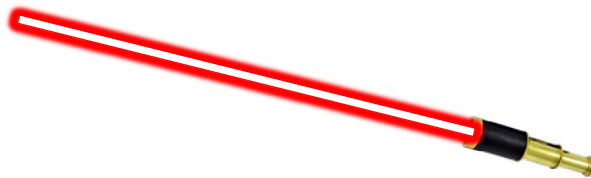
Condo Sec. 718.116(1)(b), F.S.

HOA Sec. 720.3085(2)(c), F.S.



## Condo First Mortgagee's Assessment Liability

- Limited assessment liability applies only to:
  - Mortgages recorded on or after Apr. 1, 1992; AND
  - Mortgages recorded prior to Apr. 1, 1992, where declaration specifically included future amendments to Chapter 718
    - Sec. 718.116(1)(e), F.S.



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## Condo

13.5 First Mortgagee. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a Deed in Lieu of Foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. In addition, the first mortgagee is liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the mortgagee's liability is limited to a period not to exceed the maximum time period set forth in the Act as same may be amended from time to time. In no event shall the first mortgagee's liability exceed the maximum percentage amount of the original mortgage debt as set forth in the Act as same may be amended from time to time. The person acquiring title shall pay the amount owed to the Association within 30 days after the transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided herein for the collection of assessments. If any unpaid share or Comm. Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of common expenses or assessments are Common Expenses collectible from all of the unit owners, including such acquirer, and such acquirer's successors and assigns. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure or Deed in Lieu of Foreclosure may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

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## First Mortgagee's Assessment Liability



- Limited assessment liability applies only to:

- First mortgagees
- Subsequent holders of first mortgages

**Condo** Sec. 718.116(1)(b)1, F.S.

**HOA** Sec. 720.3085 (2)(c), F.S.

- NOT assignees of final judgment of foreclosure
  - *Bay Holdings, Inc. v. 2000 Island Blvd. Condo Assoc.*, 895 So.2d 1197 (Fla. 3d DCA 2005)

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## First Mortgagee's Assessment Liability

- Example



**Condo**

**HOA**

Owner A	Owner B	
A	B and A	

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## Interest, Fees and Costs

- Interest rate pursuant to declaration
  - Not to exceed legal rate
  - If no provisions, then 18%
- Administrative late fee for each delinquent installment shall be up to the greater of \$25 or 5%

**Condo** Sec. 718.116(3), F.S.

**Co-op** Sec. 719.108(3), F.S.

**HOA** Sec. 720.3085(3)(a), F.S.

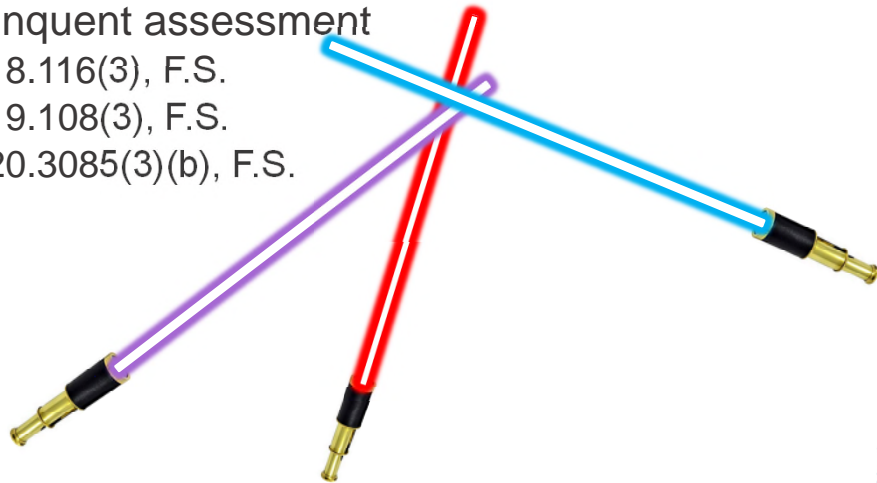
## Application of Payments

- Application of payments (in order): interest, administrative late fee, costs and reasonable attorney fees, delinquent assessment

**Condo** Sec. 718.116(3), F.S.

**Co-op** Sec. 719.108(3), F.S.

**HOA** Sec. 720.3085(3)(b), F.S.



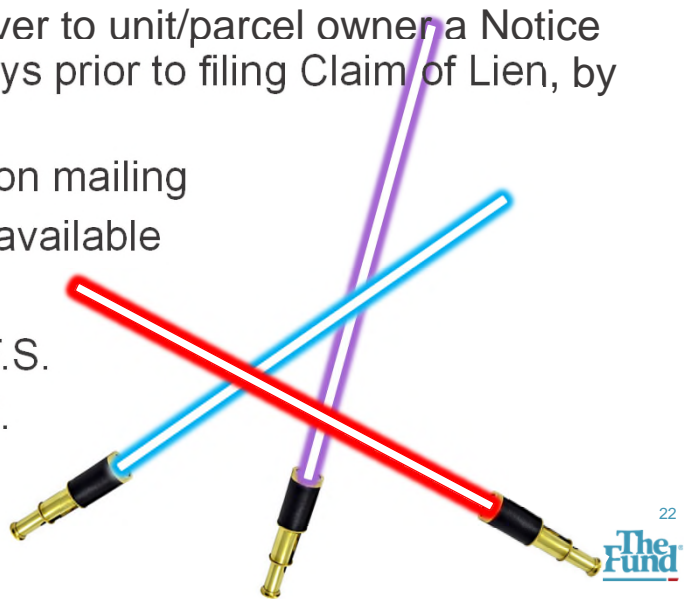
## Notice of Intent to Lien

- Association must deliver to unit/parcel owner a Notice of Intent to Lien 45 days prior to filing Claim of Lien, by means specified
- Deemed delivered upon mailing
- Statutory notice form available

**Condo** Sec. 718.121(6), F.S.

**Co-op** Sec. 719.108 (4)(a), F.S.

**HOA** Sec. 720.3085(4), F.S.



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## Condo Claim of Lien

- Claim of Lien secures amount due and which later accrue, through entry of final judgment
  - Plus, interest, administrative late fee all reasonable costs and association attorney fees incident to collection process
  - Sec. 718.116(5)(b), F.S.



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5/11/23, 5:12 PM  
Landmark Web Official Records Search  
FILED: PALM BEACH COUNTY

Condominium Unit 177 in GOLDEN LAKES VILLAGE CONDOMINIUM FOUR, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2306, Page 1003, of the Public Records of Palm Beach County, Florida, as amended

**; owned by Virginia Mayer.**

Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2306, Page 1003, of the Public Records of Palm Beach County, Florida, as

ation "A", Inc.,  
 described real


Condo

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first duly sworn, says that he is attorney/agent for the lienor herein, Golden Lakes Village Condominium Association "A", Inc., whose address is 4441 Stirling Road, Fort Lauderdale, Florida 33314, and that pursuant to

Title Search & PACER Search      \$ 100.00

Maintenance	\$2,649.00 (10/1/22-12/1/22 @ \$355.00; 1/1/23-4/1/23 @ \$396.00)
Late Charges	\$ 150.00 (10/22-12/22 & 2/23-4/23 @ \$25.00)
Title Search & PACER Search	\$ 100.00
Postage Charges	\$ 26.10
Attorney's Fee-Initial Demand	\$ 375.00
Recording Costs	\$ 10.60
Attorney Fee for Placing the Lien	<u>\$ 375.00</u>
<b>TOTAL</b>	<b>\$3,685.70</b>


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## Condo Acceleration of Assessments

- When delinquent, assessments may be accelerated for budget year in which lien is filed
- Right to accelerate must appear in condominium documents
  - Sec. 718.112(2)(i), F.S.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner, the Association may declare the Assessment installments for the remainder of the budget year to be accelerated (or if acceleration to such extent is prohibited by the Act, then the Association may declare Assessments to the maximum extent permitted under the Act to be accelerated) and such amount shall thereupon be immediately due and payable. In the event the amount of such installments changes during the period for which Assessments were accelerated, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

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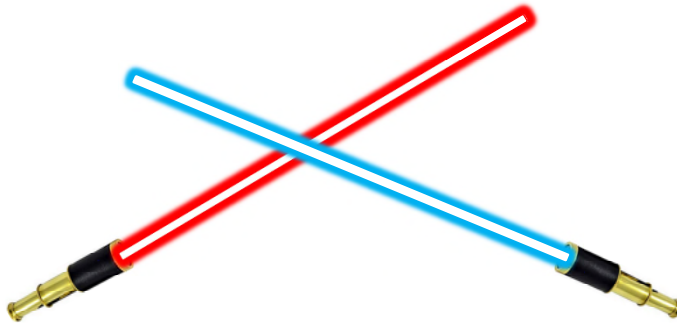
25

## Duration of Claim of Lien

- One year from date of recording
  - UNLESS - association brings foreclosure action earlier
  - Suspended during any automatic stay in bankruptcy

**Condo** Sec. 718.116(5)(b), F.S.

**Co-op** Sec. 719.108(4)(b), F.S.



## Condo Claim of Lien

- Foreclosure judgment may not be entered until 45 days after delivery of notice of intent to foreclose (Delinquent Assessment notice)
  - Sec. 718.116(6)(b), F.S.



## Notice of Contest of Lien

- Owner may file Notice of Contest of Lien
- Requires association to bring foreclosure action within 90 days from date of service or lien is void
- Statutory notice form available

**Condo** Sec. 718.116(5)(c), F.S.

**Co-op** Sec. 719.108(4)(c), F.S.

**HOA** Sec. 720.3085(1)(b), F.S.

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Instr# 118784321 , Page 1 of 1, Recorded 04/10/2023 at 12:27 PM  
Broward County Commission

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**Condo**

### NOTICE OF CONTEST OF LIEN

TO: L'Soleil at Hallandale Beach Condominium, 1100 NE 1<sup>st</sup> Court, Hallandale Beach, Florida, 33009. You are notified that the undersigned contests the claim of lien filed by you on, February 9th, 2023, and recorded in Official Records Book at Instrument Number 118670085, of the public records of Broward County, Florida, and that the time within which you may file suit to enforce your lien is limited to 90 days from the date of service of this notice.

Executed this 20<sup>th</sup> day of March, 2023.

Diego Traibel, Esq.  
Attorney for Silvia Chetrit  
P.O. Box 85183  
Hallandale Beach, Florida 33008

This is to certify that on this 10<sup>th</sup> day of  
April 2023, copy of above Notice was  
sent certified mail to Claimant.



County Administrator

By Deputy

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## Satisfaction of Claim of Lien

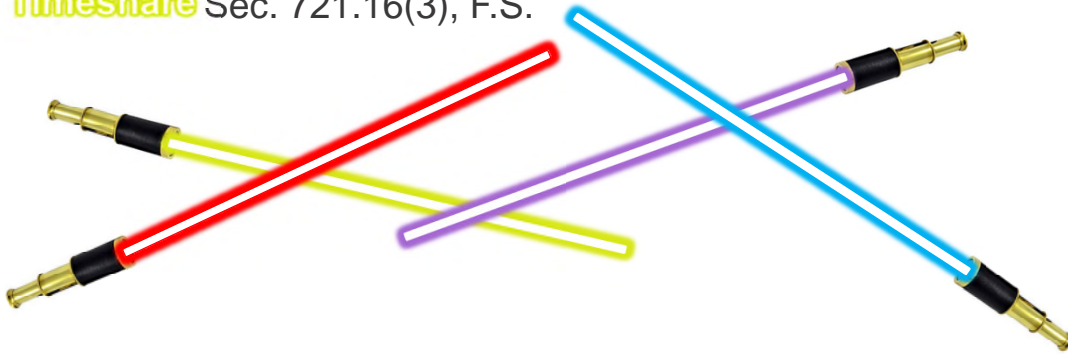
- Lien holder to provide payor satisfaction upon payment in full

**Condo** Sec. 718.116(5)(b), F.S.

**Co-op** Sec. 719.108(4)(b), F.S.

**HOA** Sec. 720.3085(1)(a), F.S.

**Timeshare** Sec. 721.16(3), F.S.



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Instr# 118846500 , Page 1 of 1, Recorded 05/10/2023 at 12:25 PM  
Broward County Commission

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This Instrument Prepared By:  
(and to be returned to):  
Irvin W. Nachman, Esq.  
4441 Stirling Road  
Ft. Lauderdale, Florida 33314

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**Condo**

### RELEASE OF LIEN

The undersigned lienor, in consideration of the final payment in the amount of \$4081.70, hereby waives and releases its lien and right to claim a lien for unpaid assessments through May 31, 2023, recorded under **Instrument Number 20230140118** of the Public Records of Palm Beach County, Florida, for the real property owned by **Virginia Mayer** as more particularly described in the Lien.

Signature:   
Print Name: Robert S. Blanket

STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN TO and subscribed before me, in person, this 9th day of May, 2023 by Irvin W. Nachman, who is personally known to me.

Signature of Notary Public

ROBERT S. BLANKET  
Commission #18128480  
Expires August 24, 2028

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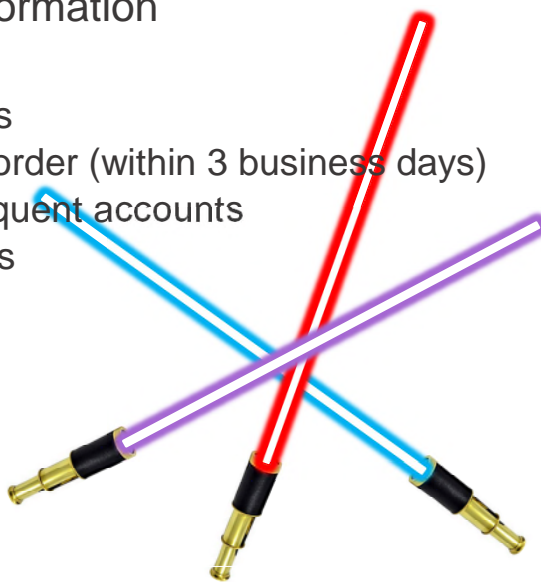
## Condo-Co-op-HOA - Estoppel Certificates

- Must deliver within 10 days or no charge
- Hand or electronically delivered 30-day effective period
  - Regular mail deliver 35-day effective period
- Amended estoppel certificate may be delivered during the effective period if
  - Sale or refinance has not been completed during the effective period
  - A fee may not be charged for an amended estoppel certificate
  - New 30-day or 35-day effective period begins on such date

## Condo-Co-op-HOA - Estoppel Certificates

- Must contain specific information
- Limit of fees
  - \$299 for current accounts
  - Additional \$119 for rush order (within 3 business days)
  - Additional \$179 for delinquent accounts
  - Fees adjust every 5 years
    - Next increase 2027

Condo Sec. 718.116(8), F.S.  
Co-op Sec. 719.108(6), F.S.  
HOA Sec. 720.30581(6), F.S.



# Condo-Co-op-HOA - Estoppel Certificates

## • Request

Your firm name & address

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Click or tap to enter a date.

Click or tap here to enter text.  
Click or tap here to enter text.  
Click or tap here to enter text.

Re: Click or tap here to enter text.  
Click or tap here to enter text.  
Click or tap here to enter text.

To Whom It May Concern:

Please be advised that the above-referenced unit/parcel owner is planning the sale or refinancing of the above-referenced unit/parcel on or about [Click or tap to enter a date.](#) Pursuant to Sec. 718.116(8), 719.108(6), or 720.30851, F.S., as applicable, please complete the attached form regarding the unit/parcel or provide the requested information on a separate form. The estoppel certificate should be delivered no later than (check one):

☐ 10 business days ☐ 3 business days from the date of this request to:

Your firm name & address

Thank you for your attention to this matter. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

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# Condo-Co-op-HOA - Estoppel Certificates

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## Estoppel Certificate (Secs. 718.116(8), 719.108(6), 720.30851, F.S.)

Association Name: [Click or tap here to enter text.](#)

1. Date of issuance: [Click or tap here to enter text.](#)
2. Name(s) of the unit/parcel owner(s) as reflected in the books and records of the association: [Click or tap here to enter text.](#)
3. Unit/parcel designation and Address: [Click or tap here to enter text.](#)
4. Parking or garage space number, as reflected in the books and records of the association: [Click or tap here to enter text.](#)
5. Attorney's name and contact information if the account is delinquent and has been turned over to an attorney for collection. No fee may be charged for this information. [Click or tap here to enter text.](#)
6. Total fee for the preparation and delivery of the estoppel certificate:
  - a. Standard estoppel fee: \$ [Click or tap here to enter text. \(not to exceed \\$299\)](#)
  - b. Expedited estoppel fee: \$ [Click or tap here to enter text. \(not to exceed \\$119\)](#)
  - c. Delinquent account fee: \$ [Click or tap here to enter text. \(not to exceed \\$179\)](#)
  - d. Estoppel fee payee: [Click or tap here to enter text.](#)
  - e. Estoppel fee to be sent to: [Click or tap here to enter text.](#)
7. Name of the requestor: [Click or tap here to enter text.](#)
8. Assessment information and other information: [Click or tap here to enter text.](#)

### ASSESSMENT INFORMATION

- a. The regular periodic assessment levied against the unit/parcel is \$ [Click or tap here to enter text.](#) per [Click or tap here to enter text.](#)
- b. The regular periodic assessment is paid through [Click or tap here to enter text.](#)
- c. The next installment of the regular periodic assessment is due [Click or tap here to enter text.](#) in the amount of \$ [Click or tap here to enter text.](#)
- d. An itemized list of all assessments, special assessments, and other moneys owed on the date of issuance to the association by the unit/parcel owner for a specific unit/parcel is provided. [Click or tap here to enter text.](#)

e. An itemized list of any additional assessments, special assessments, and other moneys that are scheduled to become due for each day after the date of issuance for the effective period of the estoppel certificate is provided. In calculating the amounts that are scheduled to become due, the association may assume that any delinquent amounts will remain delinquent during the effective period of the estoppel certificate. [Click or tap here to enter text.](#)

### OTHER INFORMATION:

- f. Is there a capital contribution fee, resale fee, transfer fee, or other fee due? ☐ (Yes) ☐ (No) If yes, specify the type and the amount of fee. [Click or tap here to enter text.](#)
- g. Is there any open violation of rule or regulation noticed to the unit/parcel owner in the association official records? ☐ (Yes) ☐ (No)
- h. Do the rules and regulations of the association applicable to the unit/parcel require approval by the board of directors of the association for the transfer of the unit/parcel? ☐ (Yes) ☐ (No) If yes, has the board approved the transfer of the unit/parcel? ☐ (Yes) ☐ (No)
- i. Is there a right of first refusal provided to the members or the association? ☐ (Yes) ☐ (No) If yes, have the members or the association exercised that right of first refusal? ☐ (Yes) ☐ (No)
- j. Provide a list of, and contact information for, all other associations of which the unit/parcel is a member. [Click or tap here to enter text.](#)
- k. Provide contact information for all insurance maintained by the association. [Click or tap here to enter text.](#)
- l. Provide the signature of an officer or authorized agent of the association. [Click or tap here to enter text.](#)

(Officer/Authorized Agent)

Print Name: [Click or tap here to enter text.](#)

Print Title: [Click or tap here to enter text.](#)

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Note: This form is intended as a work aid and basic guidance and not a substitute for legal analysis of a specific transaction.

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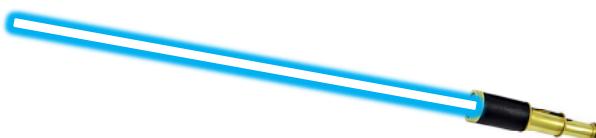


## Cooperative Association Liens

Sec. 719.108, F.S.

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### Co-op Lien on Cooperative Parcel

- By statute, cooperative parcel association has lien for unpaid
    - Rents
    - Assessments, plus
    - Interest, and
    - Administrative late fees
    - If authorized by co-op documents also reasonable attorney fees incident to the collection of rents and assessments or enforcement of such lien
  - Lien is effective from and after recording a claim of lien
    - Sec. 719.108(4), F.S.
- 

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The Fund

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## Co-op Claim of Lien

- Claim of Lien secures unpaid rents and assessments due and which later accrue, through entry of final judgment
  - Plus, interest, all reasonable costs and association attorney fees incident to collection process
  - Sec. 719.108(4)(b), F.S.



## Co-op Liability

- In a voluntary transfer, unit owner jointly and severally liable with “the previous owner” for all unpaid rents and assessments
  - Sec. 719.108(1), F.S.
  - See slide 12
- No timing requirements for payment of past due amounts



## Co-op Lien Requirements

- Notice of Intent to Lien– see slide 22
  - Sec. 719.108 (4)(a), F.S.
- Claim of Lien see slide 23
  - No example or requirements
  - Liens for rents and assessment may be foreclosed by suit similar to mortgage foreclosure
  - If cooperative documents so provide association may seek to appoint a receiver of rents
    - Sec. 719.108(5), F.S.



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## Homeowner Association Liens

Sec. 720.3085, F.S.

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## HOA Lien on Property

- Homeowners' association (HOA) has lien for all unpaid and due and owing association assessments, if authorized by the governing documents
- Lien relates back to the date of recording of the original declaration of the community
- Sec. 720.3085(1), F.S.



## HOA Priority - Subordination to First Mortgages

- HOA assessment liens subordinate to first mortgage
- With respect to first mortgages, HOA assessment liens have priority as of date of recording of claim of lien
  - Sec. 720.3085(1), F.S.
- This section does not have any effect on the priority of liens (including lien for unpaid assessments), mortgages, or certified judgments recorded as of July 1, 2008



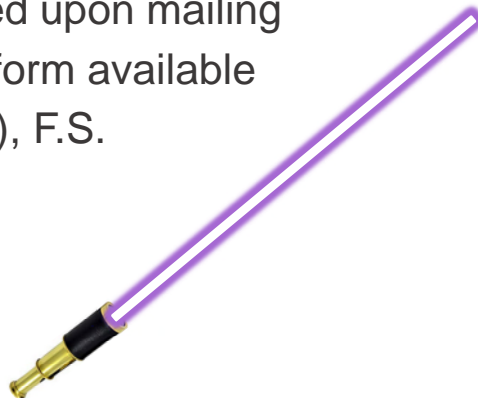
## HOA First Mortgagee's Assessment Liability

- Governing documents may provide different scheme
  - *Ecoventure WGV, Ltd. v. St. Johns NW Residential Assoc., Inc.*, 56 So.3d 126 (Fla. 5<sup>th</sup> DCA 2011)
    - Holding may be limited to mortgages recorded prior to July 1, 2008
    - HOAs can incorporate future changes to Chapter 720 in their governing documents



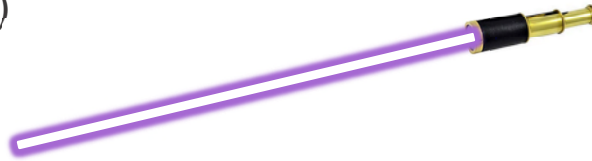
## HOA Notice of Intent to Lien

- Association must deliver to unit/parcel owner a Notice of Intent to Lien 45 days prior to filing Claim of Lien, by means specified
- Deemed delivered upon mailing
- Statutory notice form available
- Sec. 720.3085(4), F.S.



## HOA Claim of Lien

- 45 days after Notice of Intent received
- Claim of Lien may be filed
  - Sec. 720.3085(4), F.S.
- Secures assessments stated and after accruing
  - Before a certificate of title
  - Including interest, late charges, reasonable costs and attorney fees incurred incident to collection process
- F.S. § 720.3085(1)(a)



Lot 12, in Block 5, of CHAPEL TRAIL REPLAT SECTION ONE, according to the Plat thereof, as recorded in Plat Book 133, Page 9, of the Public Records of BROWARD County, Florida.

a/k/a: 410 NW 203<sup>rd</sup> Avenue, Pembroke Pines, FL 33029  
Owner (s): KENY FELIX



HOA

says that he is the agent of the lienor, **Chapel Trail Owners Association, Inc.**, ("Association"), whose address is c/o The Law Offices of David M. Bauman, PLLC at 6550 North Federal Hwy., Ste. 220, Fort Lauderdale, FL 33308, and that in accordance with section 720.308 of the Florida Statutes as well as the

Owner (s): KENY FELIX

Said lien is claimed due to the failure to pay the following for shares of the common expenses:

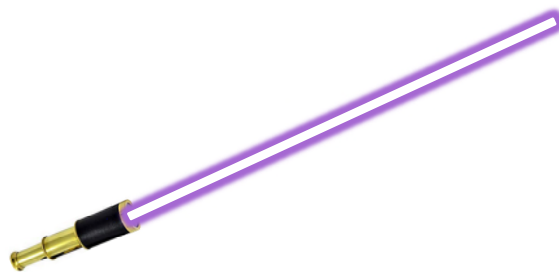
Maintenance Assessment Due @ \$366.00 per Quarter,	
Payments due 1/1/2022 – 4/1/2023	2,196.00
<u>Late Fees due through April 10, 2023</u>	<u>50.00</u>
<b>TOTAL</b>	<b>\$ 2,246.00</b>

NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE



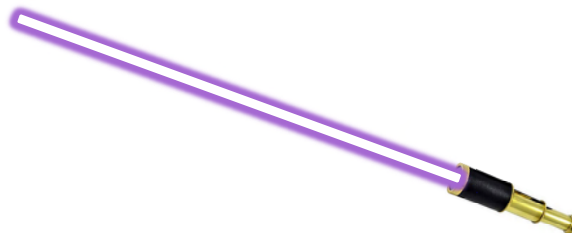
## HOA Duration of Claim of Lien

- No specific statutory provision regarding the duration
  - TN 18.06.05 A.
    - “Fund members may rely on the five-year statute of limitations”
- Suspended during any automatic stay in bankruptcy



## HOA Satisfaction of Claim of Lien

- Lien holder to provide payor satisfaction upon payment in full
  - Sec. 720.3085(1)(a), F.S.



Lot 12, in Block 5, of CHAPEL TRAIL REPLAT SECTION ONE, according to the Plat thereof, as recorded in Plat Book 133, Page 9, of the Public Records of BROWARD County, Florida.

a/k/a: 410 NW 203<sup>rd</sup> Avenue, Pembroke Pines, FL 33029  
Owner (s): KENY FELIX

Association hereby acknowledges payment of the amount for which this lien was imposed on the herein described real property, acknowledges the satisfaction of the lien, and hereby releases the lien from the herein described property upon which the lien was imposed, without prejudice to re-file said lien for monies remaining unpaid, such property being described as follows:

**Chapel Trail Owners Association, Inc.**, a Florida corporation ("Association"), whose address is c/o David M. Bauman, Esq., at The Law Offices of David M. Bauman, PLLC., 6550 N Federal Highway, Suite 220, Fort Lauderdale, Florida 33308. Association is the holder of a certain Claim of Lien imposed against real property herein which lien may be found at **Instrument Number: 118785490** of the Public Records of **Broward County, Florida**.

Commission Expires:

*W. Beth Ladd*  
Notary Public  
State of Florida



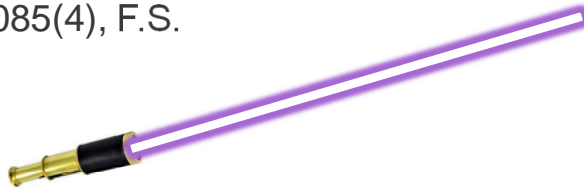
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## HOA Prior to Foreclosure Action

- 45 days after Notice of Intent received
- Delinquent Assessment letter must be given
  - Puts parcel owner on notice of pending foreclosure
  - Foreclosure action may not begin until 45 days after Delinquent Assessment is received
    - Sec. 720.3085(5), F.S.
- Notice to be mailed
  - Sec. 720.3085(4), F.S.



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## HOA Stopping HOA Lien Foreclosure

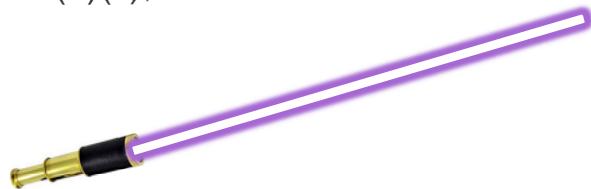
- After HOA serves foreclosure complaint
  - If parcel is not subject of
    - Mortgage foreclosure or
    - A notice of tax certificate sale
  - Owner is not a
    - Debtor in bankruptcy or
    - Trial of or trial docket for lien foreclosure is not set to begin within 30 days, then
- “[P]arcel owner may serve and file with court a qualifying offer at any before the entry of a foreclosure judgment.”
  - Sec. 720.3085(6), F.S.



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## HOA Qualifying Offer

- Written offer to pay all amounts secured by the lien plus amounts accruing during pendency of the offer
  - Sec. 720.3085(6), F.S.
- Must be in writing
- No additional legal fees may be assessed during stay period
  - Sec. 720.3085(6)(c), F.S.



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## HOA Qualifying Offer

- Signed by all parcel owners and spouse (if homestead)
- “[B]e acknowledged by notary public, and be in substantially the following form:”
- Form states
  - “Sworn to and subscribed this ....”
  - Sec. 720.3085(6)(c), F.S.
- Foreclosure is stayed for period stated in qualifying offer
  - Not to exceed 60 days from date of service and
  - No sooner than 30 days before the date of trial, whichever occurs first
    - Sec. 720.3085(6), F.S.



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## Timeshare Liens

Secs. 721.15 and 721.16, F.S.



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## Timeshare Lien on Timeshare Interest

- By statute, managing entity has lien for all assessments from date due
- Additionally, if purchaser or purchaser's guest cause damage to timeshare property or facilities managing entity has a lien for cost of
  - Any maintenance,
  - Repairs or
  - Replacement
  - Due and owing and
  - Unpaid
  - Sec. 721.16(1), F.S.



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## Timeshare Liability

- Purchaser is jointly and severally liable with predecessor in interest for all unpaid assessments regardless of how title was acquired
  - Sec. 721.15(7)(a), F.S.
  - See slide 12
- In foreclosing mortgage “shall be exempt from liability for all unpaid assessment . . . chargeable to the previous owner” prior to first mortgage acquisition of title
  - Sec. 721.15(8), F.S.



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## Timeshare Notices

- Managing entity must advise purchaser at least 60 days prior to turning matter over to collection agency
  - May be liable for collection cost and
  - A lien may result
    - Sec. 721.15 (3), F.S.
- However, no requirement to send a notice of intent to lien



## Timeshare Claim of Lien

- Must contain:
  - Name of timeshare plan
  - Identity timeshare interest
  - Name of purchaser
  - Amount due and due dates
- Executed and acknowledged by officer or agent of managing entity
- Only secures assessments which are due at time of recording
- Sec. 721.16(3), F.S.

CLAIM OF LIEN FOR DELINQUENT ASSESSMENTS AND  
REAL ESTATE TAXES  
STATE OF FLORIDA  
COUNTY OF POLK

DOC # 20230074946  
02/06/2023 09:47 AM Page 1 of 6  
Rec Fee: \$52.50  
Deed Doc Tax: \$0.00  
Mortgage Doc Tax: \$0.00  
Intangible Tax: \$0.00  
Phil Diamond, Comptroller  
Orange County, FL  
Ret To: SIMPLIFILE LC

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common expenses and ad valorem real estate taxes from owners of Vacation Ownership Interests according to the Flex  
Vacations Declaration of Vacation Ownership Plan thereof as recorded in Official Records Book 10893, Page 1223, Public

That Vistana Management, Inc. ("Manager") is authorized by the Association to exercise all of the delegable powers and authority of the Association in the collection of assessments for

VOI Number	VOI Type	Number of VOI Ownership Points
See attached Exhibit A	See attached Exhibit A	See attached Exhibit A

taxes, and all interest, costs and attorney's fees which may accrue subsequent to the recording of this Claim of  
Lien and prior to the entry of a certificate of title, as created by the provisions of Sections 192.037 and 721.16 of

4. That the Association is owed and hereby claims a lien for See attached Exhibit A for assessments which were due  
on See attached Exhibit A, plus interest at the rate of (18%) per annum until paid, reasonable attorney's fees and  
costs incident to the collection thereof, all sums advanced and paid by the Association for ad valorem real estate  
taxes, and all interest, costs and attorney's fees which may accrue subsequent to the recording of this Claim of

IN WITNESS WHEREOF, Association has caused this instrument to be executed in its name by Manager, its agent, on this 8th  
day of February, 2023.

FLEX VACATIONS OWNERS ASSOCIATION, INC.,  
a Florida corporation not-for-profit

BY: VISTANA MANAGEMENT, INC. a Florida corporation

BY: Denise Sanchez  
HOA Servicing Manager

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EXHIBIT A

Amount Due	Year	Date Due	VOI Number	VOI Type	Number of VOI Ownership Points	Owner Name
\$ 921.20	2023	9/18/2022	280512-01	Annual	44,000	TYNESHIA WASHINGTON & RONALD CHATMAN, HER HUSBAND
\$ 558.75	2023	9/18/2022	278317-01	Annual	25,800	MELVIN LAMOND LAMBERT, JR & ELLEN RANAE JARAMILLO-LAMBERT, HIS WIFE
\$1,657.99	2023	9/18/2022	278380-01	Annual	81,000	BROBRA HOGAN, A MARRIED WOMAN
\$1,657.99	2023	9/18/2022	278445-01	Annual	81,000	CHARLES CHUKWUNONSO OKAFOR, A SINGLE MAN
\$1,074.54	2023	9/18/2022	278495-01	Annual	51,700	CARMEN DENISE FRANCIS WEBBER, A SINGLE WOMAN
\$ 343.71	2023	9/18/2022	278508-01	Even Biennial	30,000	KAREN MARIE WALTER & BRADLEY WAYNE WALTER, HER HUSBAND, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$2,235.48	2023	9/18/2022	278563-01	Annual	110,000	WILLIAM CRAIG HOUSTON, A MARRIED MAN
\$1,657.99	2023	9/18/2022	278594-01	Annual	81,000	DEBRA JEAN MOONEY, A SINGLE WOMAN & STACEY MICHELE BROWN, A MARRIED WOMAN
\$1,657.99	2023	9/18/2022	278595-01	Annual	81,000	DEBRA JEAN MOONEY, A SINGLE WOMAN
\$ 383.53	2023	9/18/2022	278620-01	Even Biennial	34,000	LINDA ELLEN WALLEN, A SINGLE WOMAN
\$ 781.81	2023	9/18/2022	278637-01	Annual	37,000	RICHARD MATTHEW FREI & SARAH A FREI, HIS WIFE

\$1,074.54	2023	9/18/2022	278495-01	Annual	51,700	CARMEN DENISE FRANCIS WEBBER, A SINGLE WOMAN
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\$1,950.71	2023	9/18/2022	278715-01	Annual	95,700	HILLES, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$ 781.81	2023	9/18/2022	278799-01	Annual	37,000	RONALD RIVERA & MARILYN RIVERA, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$ 781.81	2023	9/18/2022	278802-01	Annual	37,000	ANTHONY WILSON TURNER, A SINGLE MAN
\$ 558.75	2023	9/18/2022	278807-01	Annual	25,800	LORIANNI FLORELLYS BENCOSME, A SINGLE WOMAN
\$1,074.54	2023	9/18/2022	280079-01	Annual	51,700	ANGELA S SMITH, A SINGLE WOMAN
\$ 921.20	2023	9/18/2022	280142-01	Annual	44,000	NATALIE MARIE MEINERS & JESSE A MEINERS, HER HUSBAND
\$ 921.20	2023	9/18/2022	280145-01	Annual	44,000	AMBER PAGE BENNER, A SINGLE WOMAN
\$ 457.22	2023	9/18/2022	281255-01	Annual	20,700	JOHN EVAN NELSON & JAMIE MARLAIN NELSON, HIS WIFE
\$2,434.62	2023	9/18/2022	281288-01	Annual	120,000	THERESA ANDREA LEWIS, A SINGLE WOMAN
\$1,950.71	2023	9/18/2022	281290-01	Annual	95,700	ADREON KENIEL ELLIS & CARINA NATACHE COCKBURN, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$ 558.75	2023	9/18/2022	281293-01	Annual	25,800	JEFFREY DENNIS JONES & LISA MARIE JONES, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$ 921.20	2023	9/18/2022	279166-01	Annual	44,000	VEN NATHAN SAVAGE, A MARRIED MAN
						JORGE MUNOZ SANDOVAL, A MARRIED MAN

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## Timeshare Priority and Duration of Claim of Lien

- Priority as of time of recording
- Duration is five years from date of recording
  - UNLESS – managing entity brings action earlier to enforce



## Timeshare Remedies

- Collection agency
- Foreclosure
- Trustee procedure to foreclose under Sec. 721.855, F.S.



## Timeshare Satisfaction of Claim of Lien

- Lien holder to provide payor satisfaction upon payment in full
  - Sec. 721.16(3), F.S.

EXHIBIT A

Owner Name	Rec'd Date	Rec'd Num	Year	VOI Number	VOI Type	Number of VOI Ownership Points
CARMEN DENISE FRANCIS WEBBER, A SINGLE WOMAN	2/9/2023	20230074946	2023	278495-01	ANNUAL	51,700

20230247525 Page 2 of 2

### PARTIAL RELEASE OF LIEN

KNOW BY ALL MEN BY THESE PRESENTS that, FLEX VACATIONS OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association") hereby releases the below described Property from those certain Claims of Lien for Delinquent Assessments and Real Estate Taxes filed in Official Records Book SEE EXHIBIT A, Page SEE EXHIBIT A, Public Records of Orange County, Florida, (Lien) filed by Vistana Management, Inc., a Florida corporation (the "Mortgage") as agent for the Association.

Owner(s) names: SEE EXHIBIT A

(Space above is reserved for recording information.)

VOI Number	VOI Type	Number of VOI Ownership Points
SEE EXHIBIT A	SEE EXHIBIT A	SEE EXHIBIT A

In the Flex Vacations Ownership Plan pursuant to the Flex Vacations Declaration of Vacation Ownership Plan thereof as recorded in Official Records Book 10893, Page 1223, Public Records of Orange County, Florida, and all amendments thereof and supplements thereto, if any.

Provided, however, that this release shall not be construed to waive or in any manner affect or invalidate the Lien upon the residue of the Vacation Ownership Interest(s) described therein.

EXECUTED this 1st day of May, 2023.

FLEX VACATIONS OWNERS ASSOCIATION, INC.,  
a Florida not-for-profit corporation

BY: VISTANA MANAGEMENT, INC. a Florida corporation, its Agent

BY: Dennis Sanchez  
HOA Servicing Manager

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 1st day of May, 2023, by Dennis Sanchez, Authorized Agent of Vistana Management, Inc., a Florida corporation, the Authorized Agent of Flex Vacations Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Jennifer Fisher  
Notary Public  
Print Name: Jennifer Fisher  
Commission No.: 55 556478  
My Commission Expires: 02/09/2024

Prepared by and return to:  
Marriott Resorts Hospitality Corporation  
Attn: COA Support Services  
1200 Barlow Road  
Lakeland, FL 33802

DOC # 20230247525  
05/02/2023 10:58 AM Page 1 of 2  
Rec Fee \$15.00  
Deed Doc Tax \$0.00  
Mortgage Doc Tax \$0.00  
Intangible Tax \$0.00  
Ptd Diamond Computer  
Orange County, FL  
Ref To: SMP/LF/LLE LC

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## Timeshare Estoppel Certificates

- After written request must deliver within 30 days a certificate
  - Must contain specific information
  - Person who relies on certificate is protected
- Maximum charge for certificate is \$150 for preparation and delivery
  - Said charge is to be listed on the certificate
- Sec. 721.15(7)(b)



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Association Lien Comparison				
	Condominium	Co-Op	HOA	Timeshare
How Lien attaches	By statute, secure payment of assessments Sec. 718.116(5)(a)	By statute, unpaid rents, assessments plus interest and late fees Sec. 719.108(4)	By HOA docs if so provided Sec. 720.3085	By statute, for any assessment Se. 721.16(1)
Lien effective date	Relates back to recording of original condo docs	From date of recording claim of lien	Relates back to recording of original docs	From date of recording claim of lien
Liability	Joint and severally with previous owner(s) <sup>1</sup>			
Liability - association	Association is not a previous owner		HOA is not a previous owner	
Liability limits - foreclosing first mortgage <sup>2</sup>	Lesser of 12 months of dues or 1% of original debt		Lesser of 12 months of dues or 1% of original debt <sup>3</sup>	Exempt until taking title
When New Owner Required to Pay Past Due Amounts	Within 30 days of transfer			
Interest rate on past due amounts	Per declaration, if not to exceed legal limit, if none then 16%			Highest rate per law or lesser amount
Late fee	If in declaration or bylaws, greater of \$25 or 5% of installment			Max. \$25 per assessment
Other costs	Costs & attorney's fees			
Notice of Intent to Lien	Deliver 45 days prior to Claim of Lien			No requirement - just 60 days' notice prior to turning over to collection agency
Claim of Lien	Secures amounts due & which later accrue			Secures amounts due at time of recording
Accelerate assessments	May accelerate amounts due for full budget years if docs allow			
Duration of Claim of Lien	One year - unless bankruptcy		No specific statutory provision TN 18.06.05	Five years
Priority	Subordinate to first mortgages	As of recording	Subordinate to first mortgages <sup>4</sup>	As of recording
Notice of Contest of Lien	Once filed, foreclosure to begin within 90 days - or lien is void			
Satisfaction	Provided to payor upon payment in full			
Remedies	Foreclosure - no judgment entered until 45 days after Delinquent Assessment notice <sup>5</sup> - may seek apt. receiver of rents	Foreclosure may seek apt. receiver of rents	Foreclosure may begin 45 days after Delinquent Assessment notice <sup>5</sup> sent	Collection agency; Foreclosure; Trustee procedure to foreclose
Qualifying Offer	Offer to pay all amounts to stop foreclosure			
Estoppel Certificate	718.116(8)	719.108(6)	720.3081	721.15(7)(b)

<sup>1</sup> Co-Op only voluntary transfers  
<sup>2</sup> Other additional requirement to be met  
<sup>3</sup> Limits only apply if HOA was party in foreclosure action  
<sup>4</sup> As to first mortgages, HOA priority as of date of recording  
<sup>5</sup> Statutory form available  
<sup>6</sup> Statutory form available  
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# Unvaccinated Dog Liens

## As well as Cats and Ferrets

### Miami-Dade Code

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## Requirement

- All dogs, cats and ferrets 4 months or older
  - Required vaccinated against rabies
  - By licensed veterinarian
  - Revaccinated 12 months after initial vaccination
    - Revaccinated per manufacturer's directions



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The Fund

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## Responsibility

- “In addition to any other responsible party described in this chapter, the owner of any real property upon which any animal regulated herein is maintained, shall be responsible for that animal to the same extent as the responsible party”
  - Code of Miami-Dade Cnty. Sec. 5-2 (b)



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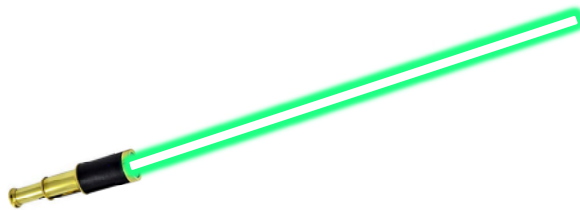
The Fund

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## Violation

- Violation of section to fail to timely vaccinate or revaccinate
- Department shall issue a renewal notice at least 45 days prior to due date
  - Notice not a prerequisite to enforcement
  - Code of Miami-Dade Cnty. Sec. 5-6 (d)(1)

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The Fund

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## Penalty

- Any person who violates
  - Conviction by County court
    - Fine maximum \$500
    - Imprisonment up to sixty days
      - Code of Miami-Dade Cnty. Sec. 5-2(e)
  - Also subject to civil penalties under Chapter 8CC of Code of Miami-Dade Cnty.
    - Fine Failure to vaccinate animal against rabies \$50
      - Code of Miami-Dade Cnty. Sec. 8CC-10

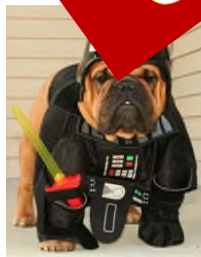


71  
The Fund

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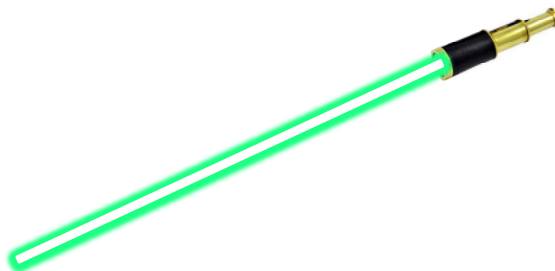
## Enforcement

- By court of competent jurisdiction
  - Order imposing fine
  - Attaches to land where violation occurred &
  - Attaches to any real or personal property owned by violator ("bleeding lien")
    - Code of Miami-Dade County, Florida, § 2-100, F.S. § 222.01, § 222.02, § 222.03, § 222.04, § 222.05, § 222.06, § 222.07, § 222.08, § 222.09, § 222.10, § 222.11, § 222.12, § 222.13, § 222.14, § 222.15, § 222.16, § 222.17, § 222.18, § 222.19, § 222.20, § 222.21, § 222.22, § 222.23, § 222.24, § 222.25, § 222.26, § 222.27, § 222.28, § 222.29, § 222.30, § 222.31, § 222.32, § 222.33, § 222.34, § 222.35, § 222.36, § 222.37, § 222.38, § 222.39, § 222.40, § 222.41, § 222.42, § 222.43, § 222.44, § 222.45, § 222.46, § 222.47, § 222.48, § 222.49, § 222.50, § 222.51, § 222.52, § 222.53, § 222.54, § 222.55, § 222.56, § 222.57, § 222.58, § 222.59, § 222.60, § 222.61, § 222.62, § 222.63, § 222.64, § 222.65, § 222.66, § 222.67, § 222.68, § 222.69, § 222.70, § 222.71, § 222.72, § 222.73, § 222.74, § 222.75, § 222.76, § 222.77, § 222.78, § 222.79, § 222.80, § 222.81, § 222.82, § 222.83, § 222.84, § 222.85, § 222.86, § 222.87, § 222.88, § 222.89, § 222.90, § 222.91, § 222.92, § 222.93, § 222.94, § 222.95, § 222.96, § 222.97, § 222.98, § 222.99, § 222.100, § 222.101, § 222.102, § 222.103, § 222.104, § 222.105, § 222.106, § 222.107, § 222.108, § 222.109, § 222.110, § 222.111, § 222.112, § 222.113, § 222.114, § 222.115, § 222.116, § 222.117, § 222.118, § 222.119, § 222.120, § 222.121, § 222.122, § 222.123, § 222.124, § 222.125, § 222.126, § 222.127, § 222.128, § 222.129, § 222.130, § 222.131, § 222.132, § 222.133, § 222.134, § 222.135, § 222.136, § 222.137, § 222.138, § 222.139, § 222.140, § 222.141, § 222.142, § 222.143, § 222.144, § 222.145, § 222.146, § 222.147, § 222.148, § 222.149, § 222.150, § 222.151, § 222.152, § 222.153, § 222.154, § 222.155, § 222.156, § 222.157, § 222.158, § 222.159, § 222.160, § 222.161, § 222.162, § 222.163, § 222.164, § 222.165, § 222.166, § 222.167, § 222.168, § 222.169, § 222.170, § 222.171, § 222.172, § 222.173, § 222.174, § 222.175, § 222.176, § 222.177, § 222.178, § 222.179, § 222.180, § 222.181, § 222.182, § 222.183, § 222.184, § 222.185, § 222.186, § 222.187, § 222.188, § 222.189, § 222.190, § 222.191, § 222.192, § 222.193, § 222.194, § 222.195, § 222.196, § 222.197, § 222.198, § 222.199, § 222.200, § 222.201, § 222.202, § 222.203, § 222.204, § 222.205, § 222.206, § 222.207, § 222.208, § 222.209, § 222.210, § 222.211, § 222.212, § 222.213, § 222.214, § 222.215, § 222.216, § 222.217, § 222.218, § 222.219, § 222.220, § 222.221, § 222.222, § 222.223, § 222.224, § 222.225, § 222.226, § 222.227, § 222.228, § 222.229, § 222.230, § 222.231, § 222.232, § 222.233, § 222.234, § 222.235, § 222.236, § 222.237, § 222.238, § 222.239, § 222.240, § 222.241, § 222.242, § 222.243, § 222.244, § 222.245, § 222.246, § 222.247, § 222.248, § 222.249, § 222.250, § 222.251, § 222.252, § 222.253, § 222.254, § 222.255, § 222.256, § 222.257, § 222.258, § 222.259, § 222.260, § 222.261, § 222.262, § 222.263, § 222.264, § 222.265, § 222.266, § 222.267, § 222.268, § 222.269, § 222.270, § 222.271, § 222.272, § 222.273, § 222.274, § 222.275, § 222.276, § 222.277, § 222.278, § 222.279, § 222.280, § 222.281, § 222.282, § 222.283, § 222.284, § 222.285, § 222.286, § 222.287, § 222.288, § 222.289, § 222.290, § 222.291, § 222.292, § 222.293, § 222.294, § 222.295, § 222.296, § 222.297, § 222.298, § 222.299, § 222.300, § 222.301, § 222.302, § 222.303, § 222.304, § 222.305, § 222.306, § 222.307, § 222.308, § 222.309, § 222.310, § 222.311, § 222.312, § 222.313, § 222.314, § 222.315, § 222.316, § 222.317, § 222.318, § 222.319, § 222.320, § 222.321, § 222.322, § 222.323, § 222.324, § 222.325, § 222.326, § 222.327, § 222.328, § 222.329, § 222.330, § 222.331, § 222.332, § 222.333, § 222.334, § 222.335, § 222.336, § 222.337, § 222.338, § 222.339, § 222.340, § 222.341, § 222.342, § 222.343, § 222.344, § 222.345, § 222.346, § 222.347, § 222.348, § 222.349, § 222.350, § 222.351, § 222.352, § 222.353, § 222.354, § 222.355, § 222.356, § 222.357, § 222.358, § 222.359, § 222.360, § 222.361, § 222.362, § 222.363, § 222.364, § 222.365, § 222.366, § 222.367, § 222.368, § 222.369, § 222.370, § 222.371, § 222.372, § 222.373, § 222.374, § 222.375, § 222.376, § 222.377, § 222.378, § 222.379, § 222.380, § 222.381, § 222.382, § 222.383, § 222.384, § 222.385, § 222.386, § 222.387, § 222.388, § 222.389, § 222.390, § 222.391, § 222.392, § 222.393, § 222.394, § 222.395, § 222.396, § 222.397, § 222.398, § 222.399, § 222.400, § 222.401, § 222.402, § 222.403, § 222.404, § 222.405, § 222.406, § 222.407, § 222.408, § 222.409, § 222.410, § 2



## B-1 Requirement

- Order for unvaccinated animal against owner
- Landlord is no longer responsible for tenant's animal
- Landlord responsible for own animals
- Require payoff as a B-1 requirement for ANY land owned by the landlord in the county
  - Except homestead



**The Fund**

## Webinars on Liens

- Lien on Me, But Not Forever
  - Judgments, federal tax, municipal and code violation
- Four Mean Liens and One Lean Lien
  - Construction, charging, child support, hospital and Property Assessed Clean Energy (PACE)
- FREE – Liens, Liens, Everywhere a Lien
  - Judgment, homeowner's association, condominium association, federal tax, municipal and code enforcement



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A graphic featuring four crossed audio cables in yellow, blue, green, and red. In the center is a blue circular seal with a checkmark. The text "Thank you for your time and attention" is written in a large, bold, blue sans-serif font. Below it, in a smaller blue font, is "For more information please contact:". This is followed by "Linda Monaco, B.C.S." in a large, bold, blue sans-serif font, and "Lmonaco@TheFund.com" in a smaller blue font. The "The Fund" logo is in the bottom right corner.

**Thank you**  
**for your time and attention**

For more information please contact:  
**Linda Monaco, B.C.S.**  
Lmonaco@TheFund.com

75

CFN 20230140118  
 OR BK 34265 PG 1921  
 RECORDED 4/27/2023 1:57 PM  
 Palm Beach County, Florida  
 Joseph Abruzzo, Clerk  
 Pgs: 1921 - 1921; (1pgs)

**This Instrument Prepared By  
 (and to be returned to):  
 Irvin W. Nachman, Esq.  
 4441 Stirling Road  
 Ft. Lauderdale, Florida 33314**

### CLAIM OF LIEN FOR ASSESSMENTS

BEFORE ME, the undersigned authority, personally appeared IRVIN W. NACHMAN, who, upon being first duly sworn, says that he is attorney/agent for the lienor herein, Golden Lakes Village Condominium Association "A", Inc., whose address is 4441 Stirling Road, Fort Lauderdale, Florida 33314, and that pursuant to the Declaration of Condominium and the By-Laws for Golden Lakes Village Condominium Association "A", Inc., lienor furnished those services required to be furnished by lienor for the benefit of the following described real property located in Palm Beach County, Florida:

Condominium Unit 177 in GOLDEN LAKES VILLAGE CONDOMINIUM FOUR, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2306, Page 1003, of the Public Records of Palm Beach County, Florida, as amended

said property being owned by **Virginia Mayer.**

Lienor further says that there remains unpaid the following charges through April 27, 2023:

Maintenance	\$2,649.00 (10/1/22-12/1/22 @ \$355.00; 1/1/23-4/1/23 @ \$396.00)
Late Charges	\$ 150.00 (10/22-12/22 & 2/23-4/23 @ \$25.00)
Title Search & PACER Search	\$ 100.00
Postage Charges	\$ 26.10
Attorney's Fee-Initial Demand	\$ 375.00
Recording Costs	\$ 10.60
Attorney Fee for Placing the Lien	\$ 375.00
<b>TOTAL</b>	<b>\$3,685.70</b>

for which amounts he claims a lien on the above-described real property.

To the extent permitted by law, this lien shall also secure continuing regular and special assessments, late charges, administrative collection fees, costs, interest and attorney's fees until paid in full.

Witnessed by:

**Golden Lakes Village Condominium Association "A", Inc.**

*Lori Nachman*  
 Signature:

*Lori Nachman*  
 Printed Name:

*Robert S. Blanket*  
 Signature:

Printed Name:

State of Florida  
 County of Broward

By:

*Irvin W. Nachman*  
 IRVIN W. NACHMAN, ATTORNEY/AGENT  
 4441 Stirling Road  
 Ft. Lauderdale, Florida 33314

The foregoing instrument was sworn to and subscribed before me, in person, on April 27, 2023, by Irvin W. Nachman, as Attorney/Agent for Golden Lakes Village Condominium Association "A", Inc. He is personally known to me.



ROBERT S. BLANKET  
 Commission # HH 298480  
 Expires August 24, 2026


*Robert S. Blanket*  
 Notary Public, State of Florida  
 Printed Name:

---

**NOTICE OF CONTEST OF LIEN**

TO: L'Soleil at Hallandale Beach Condominium, 1100 NE 1<sup>st</sup> Court, Hallandale Beach, Florida, 33009. You are notified that the undersigned contests the claim of lien filed by you on, February 9th, 2023, and recorded in Official Records Book at Instrument Number 118670085, of the public records of Broward County, Florida, and that the time within which you may file suit to enforce your lien is limited to 90 days from the date of service of this notice.

Executed this 20<sup>th</sup> day of March, 2023.




\_\_\_\_\_  
Diego Traibel, Esq.  
*Attorney for Silvia Chetrit*  
P.O. Box 85183  
Hallandale Beach, Florida 33008

This is to certify that on this 10<sup>th</sup> day of April 2023 copy of above Notice was sent certified mail to Claimant.

County Administrator



By  \_\_\_\_\_  
Deputy

**This Instrument Prepared By:**  
**(and to be returned to):**  
**Irvin W. Nachman, Esq.**  
**4441 Stirling Road**  
**Ft. Lauderdale, Florida 33314**

**RELEASE OF LIEN**

The undersigned lienor, in consideration of the final payment in the amount of \$4081.70, hereby waives and releases its lien and right to claim a lien for unpaid assessments through May 31, 2023, recorded under **Instrument Number 20230140118** of the Public Records of Palm Beach County, Florida, for the real property owned by **Virginia Mayer** as more particularly described in the Lien.

WITNESSES:

**GOLDEN LAKES VILLAGE CONDOMINIUM  
ASSOCIATION "A", INC.**

Lori Nachman  
Signature

Lori Nachman  
Print Name

[Signature]  
Signature

Robert S. Blanket  
Print Name

By: [Signature]  
Irvin W. Nachman, Attorney/Agent

STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN TO and subscribed before me, in person, this 9th day of May, 2023 by Irvin W. Nachman, who is personally known to me.

[Signature]  
Signature of Notary Public



ROBERT S. BLANKET  
Commission # HH 298480  
Expires August 24, 2026

**Your firm name & address**

Click or tap to enter a date.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

**Re:** Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

To Whom It May Concern:

Please be advised that the above-referenced unit/parcel owner is planning the sale or refinance of the above-referenced unit/parcel on or about Click or tap to enter a date.. Pursuant to Sec. 718.116(8), 719.108(6), or 720.30851, F.S., as applicable, please complete the attached form regarding the unit/parcel or provide the requested information on a separate form. The estoppel certificate should be delivered no later than (check one):

☐ 10 business days ☐ 3 business days from the date of this request to:

**Your firm name & address**

Thank you for your attention to this matter. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Note: this letter is intended as a work aid and basic guidance and not a substitute for legal analysis of a specific transaction.

**Estoppel Certificate**  
**(Secs. 718.116(8), 719.108(6), 720.30851, F.S.)**

Association Name: Click or tap here to enter text.

1. Date of issuance: Click or tap here to enter text.
2. Name(s) of the unit/parcel owner(s) as reflected in the books and records of the association: Click or tap here to enter text.
3. Unit/parcel designation and Address: Click or tap here to enter text.
4. Parking or garage space number, as reflected in the books and records of the association: Click or tap here to enter text.
5. Attorney's name and contact information if the account is delinquent and has been turned over to an attorney for collection. No fee may be charged for this information: Click or tap here to enter text.
6. Total fee for the preparation and delivery of the estoppel certificate:
  - a. Standard estoppel fee: \$ Click or tap here to enter text. (not to exceed \$299)
  - b. Expedited estoppel fee: \$ Click or tap here to enter text. (not to exceed \$119)
  - c. Delinquent account fee: \$ Click or tap here to enter text. ( not to exceed \$179)
  - d. Estoppel fee payee: Click or tap here to enter text.
  - e. Estoppel fee to be sent to: Click or tap here to enter text.
7. Name of the requestor: Click or tap here to enter text.
8. Assessment information and other information: Click or tap here to enter text.

**ASSESSMENT INFORMATION**

- a. The regular periodic assessment levied against the unit/parcel is \$ Click or tap here to enter text. per Click or tap here to enter text.
- b. The regular periodic assessment is paid through Click or tap here to enter text..
- c. The next installment of the regular periodic assessment is due Click or tap here to enter text. in the amount of \$ Click or tap here to enter text..
- d. An itemized list of all assessments, special assessments, and other moneys owed on the date of issuance to the association by the unit/parcel owner for a specific unit/parcel is provided. Click or tap here to enter text.

- e. An itemized list of any additional assessments, special assessments, and other moneys that are scheduled to become due for each day after the date of issuance for the effective period of the estoppel certificate is provided. In calculating the amounts that are scheduled to become due, the association may assume that any delinquent amounts will remain delinquent during the effective period of the estoppel certificate. [Click or tap here to enter text.](#)

OTHER INFORMATION:

- f. Is there a capital contribution fee, resale fee, transfer fee, or other fee due? ☐ (Yes) ☐ (No) If yes, specify the type and the amount of fee. [Click or tap here to enter text.](#)
- g. Is there any open violation of rule or regulation noticed to the unit/parcel owner in the association official records? ☐ (Yes) ☐ (No)
- h. Do the rules and regulations of the association applicable to the unit/parcel require approval by the board of directors of the association for the transfer of the unit/parcel? ☐ (Yes) ☐ (No) If yes, has the board approved the transfer of the unit/parcel? ☐ (Yes) ☐ (No)
- i. Is there a right of first refusal provided to the members or the association? ☐ (Yes) ☐ (No) If yes, have the members or the association exercised that right of first refusal? ☐ (Yes) ☐ (No)
- j. Provide a list of, and contact information for, all other associations of which the unit/parcel is a member. [Click or tap here to enter text.](#)
- k. Provide contact information for all insurance maintained by the association. [Click or tap here to enter text.](#)
- l. Provide the signature of an officer or authorized agent of the association.

[Click or tap here to enter text.](#)

(Officer/Authorized Agent)

Print Name: [Click or tap here to enter text.](#)

Print Title: [Click or tap here to enter text.](#)

Note: This form is intended as a work aid and basic guidance and not a substitute for legal analysis of a specific transaction.

This instrument was prepared by:  
David M. Bauman, Esq.  
The Law Offices of David M. Bauman, PLLC  
6550 North Federal Hwy., Ste. 220  
Fort Lauderdale, FL 33308

CLAIM OF LIEN

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME the undersigned notary public personally appeared David M. Bauman, who was duly sworn and says that he is the agent of the lienor, **Chapel Trail Owners Association, Inc.**, ("Association"), whose address is c/o The Law Offices of David M. Bauman, PLLC at 6550 North Federal Hwy., Ste. 220, Fort Lauderdale, FL 33308, and that in accordance with section 720.308 of the Florida Statutes as well as the Declaration of Covenants of the Association, as recorded in the county's public records, does hereby claim a lien for unpaid assessments against the following described property in **Broward County, Florida**:

**Lot 12, in Block 5, of CHAPEL TRAIL REPLAT SECTION ONE, according to the Plat thereof, as recorded in Plat Book 133, Page 9, of the Public Records of BROWARD County, Florida.**

**a/k/a: 410 NW 203<sup>rd</sup> Avenue, Pembroke Pines, FL 33029**  
**Owner (s): KENY FELIX**

Said lien is claimed due to the failure to pay the following for shares of the common expenses:

Maintenance Assessment Due @ \$366.00 per Quarter,	
Payments due 1/1/2022 – 4/1/2023	2,196.00
<u>Late Fees due through April 10, 2023</u>	<u>50.00</u>
<b>TOTAL</b>	<b>\$ 2,246.00</b>

This Claim of Lien shall also secure all unpaid assessments, interest, late fees, costs, and attorneys' fees which are due and which may accrue subsequent to the date of this Claim of Lien and prior to entry of a final judgment of foreclosures.

The amount due to the Lienor remains outstanding as of this April 10, 2023.

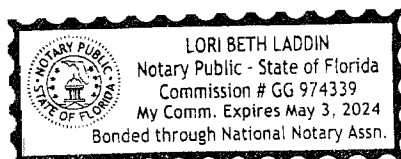
Chapel Trail Owners Association, Inc

By:   
DAVID M. BAUMAN, ESQ., AGENT

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this April 10, 2023 DAVID M. BAUMAN, as agent of **Chapel Trail Owners Association, Inc.** on behalf of the corporation.

  
NOTARY PUBLIC,  
STATE OF FLORIDA AT LARGE



This instrument was prepared by:  
David M. Bauman, Esq.  
The Law Offices of David M. Bauman, PLLC  
6550 N Federal Highway, Suite 220  
Fort Lauderdale, Florida 33308

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RELEASE OF LIEN

STATE OF FLORIDA  
COUNTY OF BROWARD

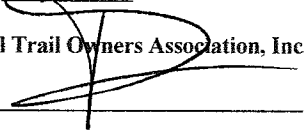
KNOW ALL MEN BY THESE PRESENTS: Before me the undersigned notary public personally appeared David M. Bauman, Esq., who was duly sworn and says that he is the agent of the lienor, **Chapel Trail Owners Association, Inc.**, a Florida corporation ("Association"), whose address is c/o David M. Bauman, Esq., at The Law Offices of David M. Bauman, PLLC., 6550 N Federal Highway, Suite 220, Fort Lauderdale, Florida 33308. Association is the holder of a certain Claim of Lien imposed against real property herein which lien may be found at **Instrument Number: 118785490** of the Public Records of **Broward County, Florida**.

Association hereby acknowledges payment of the amount for which this lien was imposed on the herein described real property, acknowledges the satisfaction of the lien, and hereby releases the lien from the herein described property upon which the lien was imposed, without prejudice to re-file said lien for moneys remaining unpaid, such property being described as follows:

**Lot 12, in Block 5, of CHAPEL TRAIL REPLAT SECTION ONE, according to the Plat thereof, as recorded in Plat Book 133, Page 9, of the Public Records of BROWARD County, Florida.**

**a/k/a: 410 NW 203<sup>rd</sup> Avenue, Pembroke Pines, FL 33029**  
**Owner (s): KENY FELIX**

IN WITNESS WHEREOF, the Association has caused this document to be executed in its name on this May 2, 2023.

  
**Chapel Trail Owners Association, Inc.**

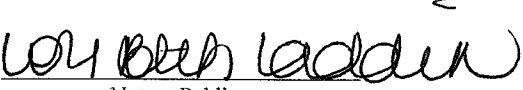
By: \_\_\_\_\_

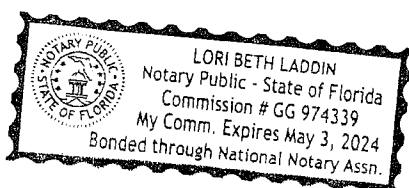
DAVID M. BAUMAN, AGENT

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this May 2, 2023, by DAVID M. BAUMAN, as agent of **Chapel Trail Owners Association, Inc.** on behalf of the corporation.

Commission Expires:

  
Notary Public  
State of Florida



**DOC # 20230074946**

02/09/2023 09:47 AM Page 1 of 6

Rec Fee: \$52.50

Deed Doc Tax: \$0.00

Mortgage Doc Tax: \$0.00

Intangible Tax: \$0.00

Phil Diamond, Comptroller

Orange County, FL

Ret To: SIMPLIFILE LC

**CLAIM OF LIEN FOR DELINQUENT ASSESSMENTS AND  
REAL ESTATE TAXES**

STATE OF FLORIDA  
COUNTY OF POLK

Before me, the undersigned authority, personally appeared Denise Sanchez, agent for the lienor, Flex Vacations Owners Association, Inc., (the "Association") and who, being by me first duly sworn, deposes and says:

Space above is reserved for recording information.

1. That Vistana Management, Inc. ("Manager") is authorized by the Association to exercise all of the delegable powers and authority of the Association in the collection of assessments for common expenses and ad valorem real estate taxes from owners of Vacation Ownership Interests according to the Flex Vacations Declaration of Vacation Ownership Plan thereof as recorded in Official Records Book 10893, Page 1223, Public Records of Orange County, Florida, and all amendments thereof and supplements thereto (the "Declaration");
2. The Association establishes a due date for each years' assessments for common expenses and ad valorem real estate taxes due on each Vacation Ownership Interest;
3. That pursuant to section 8.10(b) of the bylaws of the Association, all assessments for common expenses that remain unpaid for more than ten (15) days after the due date shall bear interest at the highest rate permitted by law per annum from the date due until paid and the Association may charge an administrative late fee;
4. That the Association is owed and hereby claims a lien for See attached Exhibit A for assessments which were due on See attached Exhibit A, plus interest at the rate of (18%) per annum until paid, reasonable attorney's fees and costs incident to the collection thereof, all sums advanced and paid by the Association for ad valorem real estate taxes, and all interest, costs and attorney's fees which may accrue subsequent to the recording of this Claim of Lien and prior to the entry of a certificate of title, as granted by the provisions of Sections 192.037 and 721.16 of the Florida Statutes, as well as the Declaration upon the following Vacation Ownership Interest(s) ("VOI"):

VOI Number	VOI Type	Number of VOI Ownership Points
See attached Exhibit A	See attached Exhibit A	See attached Exhibit A

5. That the current owner(s), according to Association records, of the above-described vacation ownership interest is/are:


See attached Exhibit A

IN WITNESS WHEREOF, Association has caused this instrument to be executed in its name by Manager, its agent, on this 8th day of February, 2023.

FLEX VACATIONS OWNERS ASSOCIATION, INC.,  
a Florida corporation not-for-profit

BY: VISTANA MANAGEMENT, INC. a Florida corporation

BY:

  
Denise Sanchez  
HOA Servicing Manager

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ( X ) physical presence or ( ) online notarization this 8th day of February, 2023, by Denise Sanchez, Authorized Agent of Vistana Management, Inc., a Florida corporation, the Authorized Agent of Flex Vacations Owners Association, Inc., a Florida non-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.



MARIA C SANDOVAL  
Commission # GG 329343  
Expires August 23, 2023  
Bonded Thru Budget Notary Services

  
\_\_\_\_\_  
Notary Public

Print Name: Maria C Sandoval

Commission No.: GG 329343

My Commission Expires: August 23, 2023

**Prepared by and return to:**

Marriott Resorts Hospitality Corporation  
Attn: COA Support Services  
1200 Bartow Road  
Lakeland, FL 33802

**EXHIBIT A**

Amount Due	Year	Date Due	VOI Number	VOI Type	Number of VOI Ownership Points	Owner Name
\$ 921.20	2023	9/18/2022	280512-01	Annual	44,000	TYNESHA WASHINGTON & RONALD CHATMAN, HER HUSBAND
\$ 558.75	2023	9/18/2022	278377-01	Annual	25,800	MELVIN LAMOND LAMBERT, JR & ELLEN RANAE JARAMILLO-LAMBERT, HIS WIFE
\$1,657.99	2023	9/18/2022	278380-01	Annual	81,000	BROBRA HOGAN, A MARRIED WOMAN
\$1,657.99	2023	9/18/2022	278445-01	Annual	81,000	CHARLES CHUKWUNONSO OKAFOR, A SINGLE MAN
\$1,074.54	2023	9/18/2022	278495-01	Annual	51,700	CARMEN DENISE FRANCIS WEBBER, A SINGLE WOMAN
\$ 343.71	2023	9/18/2022	278508-01	Even Biennial	30,000	KAREN MARIE WALTER & BRADLEY WAYNE WALTER, HER HUSBAND, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$2,235.48	2023	9/18/2022	278563-01	Annual	110,000	WILLIAM CRAIG HOUSTON, A MARRIED MAN
\$1,657.99	2023	9/18/2022	278594-01	Annual	81,000	DEBRA JEAN MOONEY, A SINGLE WOMAN & STACEY MICHELE BROWN, A MARRIED WOMAN
\$1,657.99	2023	9/18/2022	278595-01	Annual	81,000	DEBRA JEAN MOONEY, A SINGLE WOMAN
\$ 383.53	2023	9/18/2022	278620-01	Even Biennial	34,000	LINDA ELLEN WALLEN, A SINGLE WOMAN
\$ 781.81	2023	9/18/2022	278637-01	Annual	37,000	RICHARD MATTHEW FREI & SARAH A FREI, HIS WIFE
\$ 558.75	2023	9/18/2022	278698-01	Annual	25,800	KENNEY VICTOR, A SINGLE MAN
\$ 457.22	2023	9/18/2022	278707-01	Annual	20,700	AZAEEL GUTIERREZ ACOSTA, A MARRIED MAN
\$ 921.20	2023	9/18/2022	278711-01	Annual	44,000	WALTER RUPERT HILLES, III & ANNETTE HILLES, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$1,950.71	2023	9/18/2022	278715-01	Annual	95,700	RONALD RIVERA & MARILYN RIVERA, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$ 781.81	2023	9/18/2022	278799-01	Annual	37,000	ANTHONY W II TURNER, A SINGLE MAN
\$ 781.81	2023	9/18/2022	278802-01	Annual	37,000	LORIANNI FLODELAYS BENCOSME, A SINGLE WOMAN
\$ 558.75	2023	9/18/2022	278807-01	Annual	25,800	ANGELA S SMITH, A SINGLE WOMAN
\$1,074.54	2023	9/18/2022	280070-01	Annual	51,700	NATALIE MARIE MEINERS & JESSE A MEINERS, HER HUSBAND
\$ 921.20	2023	9/18/2022	280142-01	Annual	44,000	AMBER PAIGE BENNER, A SINGLE WOMAN
\$ 921.20	2023	9/18/2022	280145-01	Annual	44,000	JOHN EVEN NELSON & JAMIE MARLAIN NELSON, HIS WIFE
\$ 457.22	2023	9/18/2022	281255-01	Annual	20,700	THERESA ANDREA LEWIS, A SINGLE WOMAN
\$2,434.62	2023	9/18/2022	281268-01	Annual	120,000	ADREON KENIEL ELLIS & CARINA NATICHE COCKBURN, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$1,950.71	2023	9/18/2022	281290-01	Annual	95,700	JEFFREY DENNIS JONES & LISA MARIE JONES, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$ 558.75	2023	9/18/2022	281293-01	Annual	25,800	VEN NATHAN SAVAGE, A MARRIED MAN
\$ 921.20	2023	9/18/2022	279166-01	Annual	44,000	JORGE MUNOZ SANDOVAL, A MARRIED MAN

Amount Due	Year	Date Due	VOI Number	VOI Type	Number of VOI Ownership Points	Owner Name
\$ 558.75	2023	9/18/2022	279175-01	Annual	25,800	CHRISTINA ELIZABETH CHAVEZ & JOSE ROBERT MIRANDA, HER HUSBAND
\$ 558.75	2023	9/18/2022	279192-01	Annual	25,800	LUIS FELIPE CANON JIMENEZ, A SINGLE MAN
\$ 457.22	2023	9/18/2022	279217-01	Annual	20,700	JULIA DEL CARMEN JUAREZ & SALVADOR F JUAREZ RIVAS, HER HUSBAND
\$1,668.96	2023	12/2/2021	279223-01	Annual	81,000	JAVIER HUGO PASTOR & TRACY MARIE PASTOR, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$ 457.22	2023	9/18/2022	279250-01	Annual	20,700	JAMIE LYNN KIPP, A MARRIED WOMAN
\$ 457.22	2023	9/18/2022	279522-01	Annual	20,700	MARY CATHERINE YATES & FRED LEE YATES, HER HUSBAND, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$1,239.81	2023	9/18/2022	279525-01	Annual	60,000	MICHAEL A DUGAS, A SINGLE MAN
\$ 180.42	2023	9/18/2022	279528-01	Annual	20,700	KELLY ANN WARD & GARRET ALLEN WARD, HER HUSBAND
\$1,074.54	2023	9/18/2022	279541-01	Annual	51,700	SHARMAINE S. STAPLETON, A SINGLE WOMAN
\$1,657.99	2023	9/18/2022	279604-01	Annual	81,000	BENJAMIN JACK MADDY, A MARRIED MAN
\$ 781.81	2023	9/18/2022	279636-01	Annual	37,000	GERALD MAHER GOUBRAN, A MARRIED MAN
\$ 558.75	2023	9/18/2022	279648-01	Annual	25,800	LAMONTRIALE ODELL HALE, A SINGLE MAN
\$1,657.99	2023	9/18/2022	279661-01	Annual	81,000	SAMPHEAS MAK & SOVUTHIN THACH, HER HUSBAND, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$ 413.41	2023	9/18/2022	279744-01	Odd Biennial	37,000	JOHN DAVID AHALT & GUIDO JOHN GABRIEL, A MARRIED COUPLE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$1,657.99	2023	9/18/2022	279754-01	Annual	81,000	CAROLYN CONCOLINO, A SINGLE WOMAN
\$ 558.75	2023	9/18/2022	279757-01	Annual	25,800	JAMIE L LICHTER & TIMOTHY J LICHTER, HER HUSBAND
\$1,657.99	2023	9/18/2022	279770-01	Annual	81,000	ADRIAN GEORGE WILTSHIRE & REYNALYN TORLAO WILTSHIRE, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$1,950.71	2023	9/18/2022	279771-01	Annual	95,700	JOAN MARY BEARDI AS TRUSTEE OF THE MICHAEL BEARDI AND JOAN M. BEARDI LIVING TRUST U/A DATED 01/20/2010, WITH FULL POWER AND AUTHORITY EITHER TO PROTECT, CONSERVE AND TO SELL, OR TO LEASE OR TO ENCUMBER OR OTHERWISE TO MANAGE AND DISPOSE OF THE REAL PROPERTY DESCRIBED HEREIN
\$ 457.22	2023	9/18/2022	279783-01	Annual	20,700	SHAVELLE O OLIVIER, A SINGLE WOMAN & RODES ROBERT, A SINGLE MAN, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$ 558.75	2023	9/18/2022	279795-01	Annual	25,800	RICHARD J BRANDAU, JR, A SINGLE MAN & CHRISTINE A WEHR, A SINGLE WOMAN, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$ 558.75	2023	9/18/2022	279817-01	Annual	25,800	CELSA QUINTEROS, A MARRIED WOMAN & ISABEL L DOMINGUEZ LOPEZ, A MARRIED WOMAN, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$ 921.20	2023	9/18/2022	279826-01	Annual	44,000	GERARD WPETERS, JR & MELICA PETERS, HIS WIFE

Amount Due	Year	Date Due	VOI Number	VOI Type	Number of VOI Ownership Points	Owner Name
\$ 413.41	2023	9/18/2022	279831-01	Even Biennial	37,000	KRISTIN MARIE LEVERTY, A SINGLE WOMAN
\$1,381.20	2023	9/18/2022	279838-01	Annual	67,100	TABITHA MAE SMITH, A SINGLE WOMAN
\$2,994.18	2023	9/18/2022	279849-01	Annual	148,100	CARMELO JOHN SANTOS & LYDIA SANTOS, HIS WIFE
\$ 457.22	2023	9/18/2022	279906-01	Annual	20,700	CASSANDRA M MABERY & WILLIAM MABERY, HER HUSBAND
\$1,381.20	2023	9/18/2022	279908-01	Annual	67,100	JEFFERY DAVID GARVER & JOCELYN NAOMI GARVER, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$1,657.99	2023	9/18/2022	279909-01	Annual	81,000	MELISSA MARIE MOORE & MONTA CORY MOORE, HER HUSBAND
\$ 921.20	2023	9/18/2022	279946-01	Annual	44,000	OLUYEMI A MATEOLA & ADEFUNMILAYO OLAWUNMI MATEOLA, HIS WIFE
\$1,020.00	2023	9/18/2022	279953-01	Annual	55,000	MARCIA T SMITH, A SINGLE WOMAN
\$ 713.10	2023	9/18/2022	280197-01	Even Biennial	67,100	KIRAN RAM GONUGUNTALA & SUMATI GONUGUNTALA, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$2,240.72	2023	12/23/2021	280223-01	Annual	110,000	MANDY M HACK & JAMES P HACK, HER HUSBAND, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$1,199.99	2023	9/18/2022	280262-01	Annual	58,000	ELINDA TURNER EVANS, A SINGLE WOMAN
\$1,797.38	2023	9/18/2022	280266-01	Annual	88,000	THOMAS MICHAEL LONG & SUSAN LONG, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$1,074.54	2023	9/18/2022	280275-01	Annual	51,700	KIMBERLY FAYE BUTLER, A SINGLE WOMAN & BRODERICK CHARLES BUTLER, A SINGLE MAN, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$ 457.22	2023	9/18/2022	281175-01	Annual	20,700	JUAN CARLOS CASTANO ESPINOSA, A SINGLE MAN
\$ 921.20	2023	9/18/2022	281178-01	Annual	44,000	KENNETH RAYMON THOMAS, JR. & DENITA L THOMAS, HIS WIFE
\$1,381.20	2023	9/18/2022	281190-01	Annual	67,100	LORENE MARIE WARE & RODERIC STEPHEN WARE, HER HUSBAND
\$ 558.75	2023	9/18/2022	281310-01	Annual	25,800	KING MARCUS LOPEZ EDWARDS, SR & MELODY C EDWARDS, HIS WIFE
\$1,074.54	2023	9/18/2022	281322-01	Annual	51,700	BARBARA S CRAWFORD & MICHAEL A CRAWFORD, HER HUSBAND, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$ 921.20	2023	9/18/2022	281370-01	Annual	44,000	JAISON JOSEPH, A SINGLE MAN & NEETHU ANN MATHEW, A SINGLE WOMAN
\$1,381.20	2023	9/18/2022	282272-01	Annual	67,100	JENNIFER F COTTONE AS TRUSTEE OF THE JENNIFER F. COTTONE LIVING TRUST U/A DATED 09/04/2001, WITH FULL POWER AND AUTHORITY EITHER TO PROTECT, CONSERVE AND TO SELL, OR TO LEASE OR TO ENCUMBER OR OTHERWISE TO MANAGE AND DISPOSE OF THE REAL PROPERTY DESCRIBED HEREIN
\$6,064.42	2023	9/18/2022	282335-01	Annual	142,000	ROBIN LOUISE BERK, A SINGLE WOMAN
\$ 572.81	2023	9/18/2022	280288-01	Annual	37,000	DJAMILA V ALVES, A SINGLE WOMAN
\$ 558.75	2023	9/18/2022	280289-01	Annual	25,800	MARKEI LEVELLE PAULK, A MARRIED MAN
\$ 921.20	2023	9/18/2022	280320-01	Annual	44,000	JESUS IVAN QUIROZ & MARISA IVON RUBIO, HIS WIFE
\$ 921.20	2023	9/18/2022	280329-01	Annual	44,000	ANGEL SAMUEL RAMOS & KEILA MARLENE CORDERO, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$2,994.18	2023	9/18/2022	280339-01	Annual	148,100	RICHARD BYRON YOUNG, JR. & MARGARET HOLIBAUGH YOUNG, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$ 821.63	2023	9/18/2022	280357-01	Annual	39,000	TAMEIKA M MOORE, A SINGLE WOMAN

Amount Due	Year	Date Due	VOI Number	VOI Type	Number of VOI Ownership Points	Owner Name
\$ 921.20	2023	9/18/2022	280382-01	Annual	44,000	MARLON LAVELLE MOORE, A SINGLE MAN & LISSETTE SILVA, A SINGLE WOMAN, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$1,657.99	2023	9/18/2022	280422-01	Annual	81,000	JONATHAN DAVID GARRETT & MISTY NICOLE GARRETT, HIS WIFE
\$ 921.20	2023	9/18/2022	280465-01	Annual	44,000	TRISHA LYNN GUTH-BRONSON, A SINGLE WOMAN & CAROL LOUISE WINSLOW, A SINGLE WOMAN
\$ 921.20	2023	9/18/2022	280470-01	Annual	44,000	MILDRED ESLEY GUERRA VILLALOBOS, A SINGLE WOMAN & SLEY NICOLE VEGA GUERRA, A SINGLE WOMAN, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$1,518.59	2023	9/18/2022	280488-01	Annual	74,000	MICHELLE A DEBARBA & MATTHEW J DEBARBA, HER HUSBAND
\$1,657.99	2023	9/18/2022	280550-01	Annual	81,000	CANDACE REBECCA KOENIG, A SINGLE WOMAN
\$2,036.34	2023	9/18/2022	281613-01	Annual	100,000	JEFFERY W WEBER & NICHOLE LYNN WEBER, HIS WIFE
\$ 457.22	2023	9/18/2022	281614-01	Annual	20,700	WENDY MUNIZ, A SINGLE WOMAN
\$ 558.75	2023	9/18/2022	281640-01	Annual	25,800	MARK THOMAS WALLER, A SINGLE MAN
\$ 558.75	2023	9/18/2022	281644-01	Annual	25,800	EDUARDO DASILVA RIBEIRO & SABRINA LIRA RIBEIRO, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$ 558.75	2023	9/18/2022	281673-01	Annual	25,800	JOSEPH THOMAS SAXON, A SINGLE MAN
\$ 558.75	2023	9/18/2022	281713-01	Annual	25,800	ZAIDA M CRUZ & DAVID CRUZ, HER HUSBAND
\$1,074.54	2023	9/18/2022	281720-01	Annual	51,700	ROLANDO CRUZ & VIVIAN DE CHOUDENS HERNANDEZ, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$1,657.99	2023	9/18/2022	282642-01	Annual	81,000	HAYATO FUCHIWAKI & TERESA MIUKI KUMAGAI DE FUCHIWAKI, HIS WIFE
\$1,657.99	2023	9/18/2022	282669-01	Annual	81,000	STEPHEN ANTHONY VASSALLO & LISA MARIE VASSALLO, HIS WIFE
\$1,617.15	2023	9/18/2022	282671-01	Annual	81,000	DASHS LLC., A MARYLAND LIMITED LIABILITY COMPANY
\$ 558.75	2023	9/18/2022	282683-01	Annual	25,800	YANN ROGER RIO, A MARRIED MAN
\$ 558.75	2023	9/18/2022	282701-01	Annual	25,800	ERVIN ARNOLD MACKLIN, II & CAPRICIA TAMIKA WOODS, HIS WIFE
\$ 921.20	2023	9/18/2022	282718-01	Annual	44,000	PRAMAWATTIE RAMPHAL, A MARRIED WOMAN
\$ 160.91	2023	9/18/2022	280607-01	Annual	25,800	TARA SHANTEL MILLIGAN & HENRY LEE CRISPIN, JR, HER HUSBAND
\$ 731.58	2023	9/18/2022	280698-01	Annual	58,000	WESLEY W WILCOX, A MARRIED MAN
\$1,317.84	2023	9/18/2022	280725-01	Annual	67,100	AVER RODRIGUEZ & JENNIFER MONTES, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$ 921.20	2023	9/18/2022	280812-01	Annual	44,000	LISA A LAW & JASON V LAW, HER HUSBAND
\$2,335.05	2023	9/18/2022	280841-01	Annual	115,000	JOSEPH V SHEEHAN & CHERYL A SHEEHAN, HIS WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
\$1,657.99	2023	9/18/2022	280901-01	Annual	81,000	LEANNE M ROYAL, A MARRIED WOMAN & CRYSTAL L SNYDER, A SINGLE WOMAN

**PARTIAL RELEASE OF LIEN**

KNOW BY ALL MEN BY THESE PRESENTS that, FLEX VACATIONS OWNERS ASSOCIATION, INC., a Florida corporation not-for-nonprofit (the "Association") hereby releases the below described Property from those certain Claims of Lien for Delinquent Assessments and Real Estate Taxes filed in Official Records Book SEE EXHIBIT A, Page SEE EXHIBIT A, Public Records of Orange County, Florida, ("Lien") filed by Vistana Management, Inc., a Florida corporation ("the Manager") as agent for the Association..

Owner(s) names: SEE EXHIBIT A

Space above is reserved for recording information.

VOI Number	VOI Type	Number of VOI Ownership Points
<b>SEE EXHIBIT A</b>	<b>SEE EXHIBIT A</b>	<b>SEE EXHIBIT A</b>

In the Flex Vacations Ownership Plan pursuant to the Flex Vacations Declaration of Vacation Ownership Plan thereof as recorded in Official Records Book 10893, Page 1223, Public Records of Orange County, Florida, and all amendments thereof and supplements thereto, if any.


Provided, however, that this release shall not be construed to waive or in any manner affect or invalidate the Lien upon the residue of the Vacation Ownership Interest(s) described therein.

EXECUTED this 1st day of May, 2023.

FLEX VACATIONS OWNERS ASSOCIATION, INC.,  
a Florida not-for-profit corporation

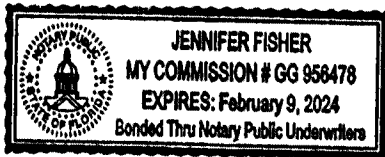
BY: VISTANA MANAGEMENT, INC. a Florida corporation, Its Agent

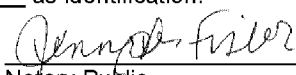
BY:

  
Denise Sanchez  
HOA Servicing Manager

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ( X ) physical presence or ( ) online notarization this 1st day of May, 2023, by Denise Sanchez, Authorized Agent of Vistana Management, Inc., a Florida corporation, the Authorized Agent of Flex Vacations Owners Association, Inc., a Florida non-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.



  
Notary Public  
Print Name: Jennifer Fisher  
Commission No.: GG 956478  
My Commission Expires: 02/09/2024

**Prepared by and return to:**  
Marriott Resorts Hospitality Corporation  
Attn: COA Support Services  
1200 Bartow Road  
Lakeland, FL 33802

## EXHIBIT A

Owner Name	Rec'd Date	Rec'd Num	Year	VOI Number	VOI Type	Number of VOI Ownership Points
CARMEN DENISE FRANCIS WEBBER, A SINGLE WOMAN	2/9/2023	20230074946	2023	278495-01	ANNUAL	51,700

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### Association Lien Comparison

	Condominium	Co-Op	HOA	Timeshare
How Lien attaches	By statute, secure payment of assessments Sec. 718.116(5)(a)	By statute, unpaid rents, assessments plus interest and late fees Sec. 718.108(4)	By HOA docs. if so provided Sec. 720.3085	By statute, for any assessment Se. 721.16(1)
Lien effective date	Relates back to recording of original condo docs	From date of recording claim of lien	Relates back to recording of original docs	From date of recording claim of lien
Liability	Joint and severally with previous owner(s) <sup>1</sup>			
Liability - association	Association is not a previous owner		HOA is not a previous owner	
Liability limits – foreclosing first mortgage <sup>2</sup>	Lesser of 12 months of dues or 1% of original debt		Lesser of 12 months of dues or 1% of original debt <sup>3</sup>	Exempt until taking title
When New Owner Required to Pay Past Due Amounts	Within 30 days of transfer			
Interest rate on past due amounts	Per declaration, if not to exceed legal limit, if none then 18%			Highest rate per law or lesser amount
Late fee	If in declaration or bylaws, greater of \$25 or 5% of installment			Max. \$25 per assessment
Other costs	Costs & attorney's fees			
Notice of Intent to Lien	Deliver 45 days prior to Claim of Lien			No requirement – just 60 days' notice prior to turning over to collection agency
Claim of Lien	Secures amounts due & which later accrue			Secures amounts due at time of recording
Accelerate assessments	May accelerate amounts due for full budget years if docs. allow			
Duration of Claim of Lien	One year – unless bankruptcy		No specific statutory provision TN 18.06.05	Five years
Priority	Subordinate to first mortgages	As of recording	Subordinate to first mortgages <sup>4</sup>	As of recording
Notice of Contest of Lien	Once filed, foreclosure to begin within 90 days – or lien is void			
Satisfaction	Provided to payor upon payment in full			
Remedies	Foreclosure – no judgment entered until 45 days after Delinquent Assessment notice <sup>5</sup> - may seek apt. receiver of rents	Foreclosure may seek apt. receiver of rents	Foreclosure may begin 45 days after Delinquent Assessment notice <sup>6</sup> sent	Collection agency; Foreclosure; Trustee procedure to foreclose
Qualifying Offer			Offer to pay all amounts to stop foreclosure	
Estoppel Certificate	718.116(8)	719.108(6)	720.30581	721.15(7)(b)

<sup>1</sup> Co-Op only voluntary transfers

<sup>2</sup> Other additional requirement to be met

<sup>3</sup> Limits only apply if HOA was party in foreclosure action

<sup>4</sup> As to first mortgages, HOA priority as of date of recording

<sup>5</sup> Statutory form available

<sup>6</sup> Statutory form available

Sec. 5-6. - Vaccination against rabies for dogs, cats, and ferrets.

- (a) All dogs, cats, and ferrets that are four (4) months of age or older shall be vaccinated by a licensed veterinarian against rabies with a vaccine that is licensed by the United States Department of Agriculture for use in that species. Every owner of a dog, cat, or ferret shall have the animal revaccinated 12 months after the initial vaccination. Thereafter, the interval between vaccinations shall conform to the vaccine manufacturer's directions. The cost of vaccination shall be borne by the animal's owner.
- (b) Evidence of vaccination shall consist of an official certificate prescribed for that purpose by the State of Florida Department of Agriculture and Consumer Services, and signed by the licensed veterinarian administering the vaccine. The certificate in triplicate shall show:
  - (1) The date of vaccination, product name, manufacturer, serial number, and term of vaccine;
  - (2) The name, phone number, and address of the owner;
  - (3) The Veterinarian's name, license number, and address;
  - (4) For dogs and cats, the predominant breed, age, predominant color/markings, weight/size, and sex, and the serial number and term of the license, if applicable; and
  - (5) The microchip number, if applicable, and other pertinent data for proper identification of the dog, cat, or ferret.

The original certificate shall be given to the owner, one (1) copy shall be filed by the veterinarian with the Animal Services Department, and one (1) copy shall be retained by the veterinarian. Evidence of circulating rabies-virus-neutralizing antibodies shall not be used as a substitute for current vaccination in managing rabies exposure or determining the need for booster vaccinations.
- (c) A dog, cat, or ferret shall be exempt from vaccination against rabies where a licensed veterinarian has examined the animal and signed a written certificate stating that at such time vaccination would endanger the animal's health because of its age, infirmity, debility, or other medical consideration. The certificate shall state the period of exemption from the vaccination requirement and shall not be valid for more than twelve (12) months from date of issuance. Postmarked no later than the tenth day of each month, all veterinarians providing such certificates shall, as to each dog certified, deliver to the Department one (1) copy of the certificate prepared the previous month. An exempt animal shall be vaccinated against rabies as soon as its health permits.
- (d) It shall be a violation of this section to fail to timely vaccinate or revaccinate an animal.
  - (1) The Department shall issue a renewal notice at least 45 days before a dog is due for revaccination. It is provided, however, that issuance of a renewal notice shall not be deemed to be a prerequisite to enforcement for the failure to initially vaccinate the dog as required by this section.
  - (2) If an animal has been untimely revaccinated, the due date of the next rabies revaccination shall be based on the date of the untimely revaccination.
- (e) [Reserved.]
- (f) Exemptions. This section shall not apply to greyhounds kept, maintained, or brought into the County for the purpose of racing at licensed greyhound tracks, or to animals used as part of entertainment acts when properly controlled, or to animals that remain in the County for a period of less than thirty (30) days.

(Ord. No. 08-10, § 1, 1-22-08; Ord. No. 15-117, § 3, 10-6-15)

Sec. 5-2. - Enforcement.

- (a) The provisions of this chapter shall apply in the incorporated and unincorporated areas of Miami-Dade County. The Department, through Miami-Dade County Animal Control Officers, shall be responsible for enforcing the sections of this chapter. County and municipal law enforcement officers shall also be authorized to enforce the provisions of this chapter relating to cruelty to animals and confiscation of dangerous dogs and dogs subject to dangerous dog investigations. The Director shall have the authority to amend and modify the administration of the Department's operating procedures and to establish rules, procedures, and forms to carry out the Department's responsibilities pursuant to this chapter.
- (b) In addition to any other responsible party described in this chapter, the owner of any real property upon which any animal regulated herein is maintained, shall be responsible for that animal to the same extent as the responsible party.
- (c) It shall not constitute a trespass for Animal Control Officers, in the performance of their lawful duties, to enter with any necessary equipment upon any public or private property in Miami-Dade County, except a building designated for and used for residential purposes. Nothing contained herein shall be construed to authorize an Animal Control Officer to enter upon private property without consent of the property owner or without a valid warrant where such warrant is required; provided, however, that an Animal Control Officer or law enforcement officer may take custody of a neglected or mistreated animal as provided in Section 828.073, Florida Statutes.
- (d) It shall be unlawful to resist, obstruct, or oppose the Director or designee or any Animal Control Officer in the discharge of their duties under this chapter.
- (e) Any person who shall violate a provision of this chapter, or fail to comply therewith, or with any of the requirements thereof, shall, upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.
- (f) Any person who violates or fails to comply with this chapter shall also be subject to civil penalties in accordance with Chapter 8CC of this Code. Each day of violation or noncompliance shall constitute a separate offense. In addition to any other surcharges provided in Chapter 8CC, a five dollar (\$5.00) surcharge shall be added to each civil penalty provided for in this chapter; proceeds shall be used to pay the costs of training for animal control officers. Civil penalties imposed pursuant to this provision may be appealed in accordance with Chapter 8CC, or in accordance with any other procedure allowed by law; it is provided, however, that the filing of any appeal shall be deemed to be a waiver of any other available appeal.
- (g) Any person who violates a provision of this chapter or any lawful rule, regulation, or written order promulgated under this chapter is subject to injunction or other equitable relief to enforce compliance with or prohibit the violation of this chapter. Further, such person is liable for any damage to Miami-Dade County caused by such violation, and for the reasonable costs and expenses incurred by Miami-Dade County in enforcing the provisions of this chapter, including but not limited to the costs of enforcement inspections, preparation of enforcement reports, attorney's fees, photographs, title searches, postage, and other demonstrable administrative costs for enforcement and collection. All such sums shall become immediately due and payable upon expenditure by the County and shall become delinquent if not paid within thirty (30) days after receipt by the violator of the Department's bill itemizing the enforcement costs incurred in enforcing the provisions of this chapter (the "due date"). All such delinquent sums shall bear interest at the rate of twelve (12) percent per annum.
- (h) In addition to the foregoing, any person who violates a provision of this chapter or any lawful rule, regulation, or written order promulgated under this chapter is subject to the judicial imposition of a civil penalty for each offense of an amount not to exceed five thousand dollars (\$5,000.00) per offense, except that violations of Sections 5-22 and 5-23 of this chapter, related to dangerous dogs, are subject to the judicial imposition of a civil penalty for each offense of an amount not to exceed ten thousand dollars (\$10,000.00) per offense. In assessing the penalty, the court may receive

evidence in mitigation. Each day during any portion of which a violation occurs constitutes a separate offense.

- (i) Upon the rendition of a judgment or decree by any of the courts of this State against any person and in favor of the Director or the County in any action to enforce compliance with or prohibit the violation of the provisions of this chapter, the court shall adjudge or decree against that person and in favor of the Director or the County a reasonable sum as fees or compensation for the attorney acting on behalf of the Director or the County in the suit in which recovery is had. Such fees or compensation shall be included in the judgment or decree rendered in the case. This provision shall apply to all civil actions filed after the effective date of this ordinance. Cessation of the violation of any of the provisions of this chapter prior to rendition of a judgment or prior to execution of a negotiated settlement, but after an action has been filed by the Director or the County to enforce the provisions of this chapter, shall be deemed for the purposes of this section the functional equivalent of a confession of judgment or verdict in favor of the Director or the County, for which attorney's fees shall be awarded as set forth in this section.
- (j) The Director is hereby authorized to institute actions on behalf of the County in any court of competent jurisdiction in this State to seek enforcement of this chapter and all remedies for violations thereof.
- (k) The Director or designee may, in his or her discretion, terminate an investigation or an action commenced under the provisions of this chapter upon execution of a written consent agreement between the Director or designee and the persons who are the subject of the investigation or action. The consent agreement shall provide written assurance of voluntary compliance with all the applicable provisions of this chapter by such persons. The consent agreement may in addition provide for the following: Mitigation of injuries accruing on account of the violation investigated or sued upon; compensatory damages; punitive damages; civil penalties; costs and expenses of enforcement; attorneys' fees; and remedial or corrective action. Except as expressly and specifically provided in the executed written consent agreement, an executed written consent agreement shall neither be evidence of a prior violation of this chapter nor shall such agreement be deemed to impose any limitation or action by the Director or the County in enforcing any of the provisions of this chapter, nor shall the agreement constitute a waiver of or limitation upon the enforcement of any federal, state, or local law or ordinance. Each violation of any of the terms of an executed written consent agreement shall constitute a separate violation under this chapter by the persons who executed the agreement and by their respective officers, directors, agents, servants, employees, attorneys, heirs, successors and assigns, and by any persons in active concert or participation with any of the foregoing persons and who have received actual notice of the consent agreement. Each day during any portion of which each such violation occurs constitutes a separate offense under this chapter.
- (l) Nothing in this section shall be construed to permit or require the Director to bring an action on behalf of any private person.
- (m) Nothing in this chapter shall be construed to affect the powers and duties of: the Department of Planning and Zoning to enforce Chapter 33 of this Code; municipal zoning authorities to enforce municipal zoning regulations; or the Florida Fish and Wildlife Conservation Commission to regulate animals subject to Chapter 372, Florida Statutes, including without limitation wild animals, birds, freshwater organisms, marine life, fur-bearing animals, and reptiles.

(Ord. No. 08-10, § 1, 1-22-08; Ord. No. 12-80, § 1, 10-2-12)

Sec. 8CC-7. - Recovery of unpaid civil penalties; unpaid penalty to constitute a lien; interest to be paid on liens; foreclosure; prohibition of the issuance of permits, licenses, certificates of use and occupancy, or zoning approvals to violators with unpaid civil penalties or liens.

- (a) Miami-Dade County may institute proceedings in a court of competent jurisdiction to compel payment of civil penalties.
- (b) A certified copy of an order imposing a civil penalty or an electronic copy of such order may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists or upon any other real or personal property owned by the violator; and it may be enforced in the same manner as a court judgment by the sheriffs of this State, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After one (1) year from the filing of any such lien which remains unpaid, Miami-Dade County may foreclose or otherwise execute on the lien. The lien created hereunder shall only attach to property owned by the violator named in the civil violation notice.
- (c) Liens created pursuant to Section 8CC-7 may be discharged and satisfied by paying to Miami-Dade County the amount specified in the notice of lien, together with interest thereon from the date of the filing of the lien computed at the rate of twelve (12) percent per annum, together with the administrative costs, filing and recording fees and fees paid to file a satisfaction of the lien in the public records. When any such lien has been discharged, Miami-Dade County shall promptly cause evidence of the satisfaction and discharge of such lien to be recorded in the public records. Any person, firm, corporation or legal entity, other than the present owner of the property involved, who pays any such unsatisfied lien shall be entitled to receive an assignment of the lien held by the County and shall be subrogated to the rights of the County in respect to the enforcement of such lien, as permitted by law.
- (d) Notwithstanding any provision of this Code, no County or municipal officer, agent, employee or Board shall approve, grant or issue any operating permit, license, building permit, certificate of use and occupancy, municipal occupational licenses, platting action, or zoning action to any named violator with (i) unpaid civil penalties; (ii) unpaid administrative costs of hearing; (iii) unpaid County investigative, enforcement, testing, or monitoring costs; or (iv) unpaid liens, any or all of which are owed to Miami-Dade County pursuant to the provisions of the Code of Miami-Dade County, Florida.

(Ord. No. 85-33, § 1(7), 5-21-85; Ord. No. 99-55, § 5, 5-25-99; Ord. No. 00-53, § 4, 5-9-00; Ord. No. 09-17, § 1, 3-3-09; Ord. No. 12-99, § 1, 12-4-12)

## MEMORANDUM

Agenda Item No.11(A)(1)

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**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** February 5, 2013

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution directing the Mayor  
or designee to cease collection  
efforts against landlords for  
violations by tenants of animal  
vaccination and licensing  
requirements  
Resolution No. R-96-13

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The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson and Co-Sponsor Vice Chair Lynda Bell.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/smm



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** February 5, 2013

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No.11(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(1)  
2-5-13

RESOLUTION NO. R-96-13

RESOLUTION DIRECTING THE MAYOR OR  
DESIGNEE TO CEASE COLLECTION EFFORTS  
AGAINST LANDLORDS FOR VIOLATIONS BY  
TENANTS OF ANIMAL VACCINATION AND  
LICENSING REQUIREMENTS

**WHEREAS**, this Board wishes to encourage economic development by removing barriers to the purchase and sale of real property; and

**WHEREAS**, title companies preparing for a sale of real property routinely search open code enforcement citations associated with a property address and demand, at the time of closing, that the parties pay a settlement to Miami-Dade County for open, unpaid citations, even if the citations have not been reduced to liens; and

**WHEREAS**, many landlords that are about to close on the sale of real property discover that tenants with pets have been issued citations for violations of animal vaccination and licensing requirements under Chapter 5 of the County Code; and

**WHEREAS**, the County Finance Department's credit and collections division demands payment, often amounting to thousands of dollars, from landlords for citations that were issued only to tenants and of which landlords had no prior notice,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby directs the Mayor or his designee to cease collection efforts against landlords for citations issued only to tenants for violations of animal vaccination and licensing requirements pursuant to Chapter 5 of the County Code and to cooperate in the execution of a release of such citations against landlords at no charge.

The Prime Sponsor of the foregoing resolution is Commissioner Audrey M. Edmonson, and Co-Sponsor Vice Chair Lynda Bell. It was offered by Commissioner **Audrey Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

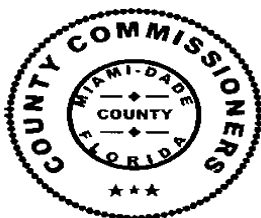
	Rebeca Sosa, Chairwoman	<b>aye</b>	
	Lynda Bell, Vice Chair	<b>aye</b>	
Bruno A. Barreiro	<b>aye</b>	Esteban L. Bovo, Jr.	<b>aye</b>
Jose "Pepe" Diaz	<b>aye</b>	Audrey M. Edmonson	<b>aye</b>
Sally A. Heyman	<b>absent</b>	Barbara J. Jordan	<b>aye</b>
Jean Monestime	<b>aye</b>	Dennis C. Moss	<b>aye</b>
Sen. Javier D. Souto	<b>aye</b>	Xavier L. Suarez	<b>absent</b>
Juan C. Zapata	<b>aye</b>		

The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of February, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK



By: **Christopher Agrippa**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Dennis A. Kerbel

## CERTIFICATE OF ATTENDANCE

Certified Paralegals are required to record evidence of 50 hours of continuing legal education hours to renew the CP credential every 5 years. CLE hours are recorded in CPs' accounts through the [NALA online portal](https://www.nala.org/certification/certtest2view). Of the 50 hours, 5 hours must be in legal ethics, and no more than 10 hours may be recorded in non-substantive areas. If attending a non-NALA sponsored educational event, this certificate may be used to obtain verification of attendance. Please be sure to obtain the required signatures for verification of attendance. The requirements to maintain the CP credential are available from NALA's web site at <https://www.nala.org/certification/certtest2view>. Please keep this certificate in the event of a CLE audit or further information is needed.

### PLEASE COMPLETE THE SPACES BELOW AND ATTACH A PROGRAM

Session Length In Hours	Session Topics (Description and Speakers)	Validation of Attendance
1.0	Episode III: Revenge of the Boards Association Liens and Beyond	
	Linda Monaco	<i>Linda Monaco</i>

Name of CP (Please Print)			NALA Account Number (On Mailing Label)		
			149113		
Signature of CP			Name of Seminar/Program Sponsor		
			Attorneys' Title Fund Services, LLC		
Address			Authorized Signature of Sponsor Representative		
			<i>Linda Monaco</i>		
			Date of Educational Event:		
City:		State (XX):			
Preferred e-mail address			Location:		
			Recorded webinar		

For Office Use Only	
Substantive hours	
Non-substantive hours	
Ethics	



**FL BAR Reference Number: 2410157N**

**Title:** Episode III: Revenge of the Boards – Association  
Liens and Beyond

**Level:** Intermediate

**Approval Period:** 11/01/2024 - 05/31/2026

**CLE Credits**

General 1.0

**Certification Credits**

Real Estate 1.0