

CFN # 2016053921, OR BK: 3911 PG: 2094, Pages1 / 17, Recorded 11/1/2016 3:23 PM, Doc: DRD
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IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
CLAY COUNTY, FLORIDA

CASE NO.: 2013-CA-208
DIVISION: F

LAKE ASBURY LAKELOT OWNERS
ASSOCIATION, INC., a Florida not-for-
profit corporation,

Plaintiff/Counter-Defendant,

v.

BENJAMIN T. BEHNKEN, III and
MARIA B. BEHNKNEN,

Defendants/Counter-Plaintiffs/
Third Party Plaintiffs,

v.

JAN L. WORKMAN, LUCILE W.
LIVINGSTON, RUSSELL J. JONES,
RENEE L. DOTSETH, WANDA L.
CHEEK, LAURA M. RHODES,
CHRISTOPHER C. LANHAM, JR.,
CARL E. KOCHER, and ERNIE H.
BOYETTE,

Third Party Defendants.

**SUMMARY FINAL JUDGMENT OF FORECLOSURE AND AWARD OF TRIAL
AND APPELLATE ATTORNEYS' FEES AND COSTS**

THIS CAUSE is before the Court upon Plaintiff's Third Motion for Summary Judgment ("the Motion for Summary Judgment"), as well as Plaintiff's Second Motion for Attorney's Fees and Costs ("Plaintiff's Second Motion"), and the Amended Motion for Trial Court and Appellate Attorney's Fees and Costs of Plaintiff and Third Party Defendants ("the Amended

Motion”)(together, “the Motions”). A hearing on all three of the Motions was held on April 25, 2016, which was attended by counsel for the parties. Thereafter, there have been several follow-up hearings and communications between the Court and all counsel.

The Court has considered the Motions, the Summary Judgment Evidence related to the Motion for Summary Judgment¹, the Attorney Affidavit of Fees and Costs, the Supplemental Attorney Affidavit of Fees and Costs, and the Second Supplemental Attorney Affidavit of Fees and Costs (related to Plaintiff’s Second Motion), the Attorney Affidavit of Fees and Costs and the Supplemental Attorney Affidavit of Fees and Costs (related to the Amended Motion), the testimony related to the Amended Motion, Defendant’s Response and Memorandum in Opposition to Pending Motions for Summary Judgment and Attorney’s Fees, the argument of counsel, and the legal authority submitted by the parties. Based upon the foregoing, the Court finds and concludes as follows herein.

I. PROCEDURAL HISTORY

On February 9, 2011, Plaintiff filed a two-count complaint in county court seeking foreclosure of a lien on property owned by Defendants (Count One), and a money judgment based on unpaid homeowner association assessments (Count Two). Defendants filed their answer to the foreclosure claim (Count One), and alleged several affirmative defenses. On January 3, 2012, Defendants were granted leave to amend their answer, and to file a counterclaim. On January 18, 2012, Defendants filed their amended answer and affirmative defenses to the foreclosure claim. The affirmative defenses included (1) failure to state a cause of action (2) lack of standing (3) lack of notice or privity (4) failure to satisfy conditions precedent as required by section 720.3085(4), Florida Statutes (5) waiver, and (6) abandonment. With the exception of the fourth affirmative

¹ Summary Judgment Evidence is “any affidavits, answers to interrogatories, admissions, depositions, or other materials as would be admissible in evidence.” Fla. R. Civ. P. 1.510(c).

defense (discussed *infra*), each of the defenses challenged the plaintiff's standing and authority to assess, collect, and lien for fees or dues.

Defendants contemporaneously filed a three-count Counterclaim and Third Party Complaint. In Count One, Defendants sought a declaratory judgment against Plaintiff to determine the rights of Plaintiff to assess, collect and lien for fees or dues. In Count Two, Defendants asserted a slander of title claim against Plaintiff and the Third Party Defendants. In Count Three, Defendants asserted a constructive trust claim against Plaintiff and the Third Party Defendants.

On February 1, 2013, this action was transferred to Circuit Court by stipulation of the parties. On June 4, 2013, after a hearing on motions to dismiss filed by Plaintiff and Third Party Defendants, the Court dismissed without prejudice Counts Two and Three of Defendants' Counterclaim and Third Party Complaint. The Court determined that the best way to proceed in this action was to resolve Defendants' declaratory judgment action (Count One).

On August 21, 2013, Defendants filed a motion for partial summary judgment, seeking summary judgment in their favor on the declaratory judgment action (Count One), "and their affirmative defenses relating to the authority of the Defendants to encumber their land."² On November 19, 2013, following a hearing, the Court denied the motion for partial summary judgment. Further, on November 21, 2013, the Court entered a Declaratory Judgment finding:

1. LALLOA [Plaintiff] is authorized to impose assessments, dues and fees on the owners of lake lots fronting directly on Lake Asbury, South Lake Asbury and Lake Ryan, including the Behnkens [Defendants].
2. The Behnkens are required to pay the assessments, dues and fees imposed by LALLOA. Thus, the Behnkens are required to pay

² This language is somewhat vague but examination of the motion and the pleadings indicates that the affirmative defenses referred to are those of defendants which, as noted, question the plaintiff association's standing and authority to assess, collect, and lien for fees or dues for the plaintiff.

the assessments, costs, interest and attorneys' fees which are the subject of LALLOA's complaint.

3. Pursuant to the Restrictive Covenants, including Restrictive Covenant 15 and the fourth paragraph on the first page of the Restrictive Covenants, Plaintiff, which is composed of and represents the interest of persons owning property which directly fronts on the lakes, is authorized to prosecute the present action against Defendants for their violation of paragraph 15 of the Restrictive Covenants, including violation of the rule requiring the owners of lots directly fronting on the lakes to pay assessments, dues and fees. This is so because the fourth paragraph on the first page of the Restrictive Covenants states:

If the parties, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent such violation or to recover damages therefor.

This authority to 'prosecute any proceeding that law or in equity' includes the authority to place liens on the lots for which the assessments, dues and fees imposed by Plaintiff have not been paid and to file the appropriate Claims of Lien and actions to foreclose on the liens.

4. LALLOA is also authorized to take all actions provided for in section 720.3085, Florida Statutes, to secure payment of the assessments, dues and fees imposed by LALLOA.

(Declaratory J., p. 2-3).

Defendants appealed the order denying the motion for partial summary judgment and the Declaratory Judgment entered by the Court. On April 30, 2015, the First District Court of Appeal entered its affirmance *per curiam* of the trial court's rulings. On May 14, 2015, Defendants filed

a motion for rehearing and request for written opinion. On June 12, 2015, the District Court entered its order denying the motion for rehearing and written opinion. On June 30, 2015, the District Court issued its Mandate affirming the Court's order and Declaratory Judgment.

On March 30, 2016, Plaintiff filed the instant Motion for Summary Judgment seeking to foreclose its lien on the property owned by Defendants, as asserted in their foreclosure action (Count One). On August 30, 2016, Plaintiff voluntarily dismissed its money damages action (Count Two).

II. SUMMARY JUDGMENT OF FORECLOSURE

A. Legal Standard

Summary judgment is appropriate when "the pleadings and summary judgment evidence on file show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Fla. R. Civ. P. 1.510(c) (2016). "On a motion for a summary judgment, the movant carries the considerable burden of showing conclusively that there is no genuine issue of material fact. Until it is determined that the movant has successfully met this burden, the opposing party is under no obligation to show that there are issues remaining to be tried." *Freeman v. Fleet Supply, Inc.*, 565 So. 2d 870, 871 (Fla. 1st DCA 1990) (internal citations omitted). "[I]n considering a motion for summary judgment all doubts regarding the existence of issues are resolved against the movant and all favorable issues reasonably justified from the record are liberally construed in favor of he who is opposing the motion for summary judgment." *Davis v. 7-Eleven Food Stores, Inc.*, 294 So. 2d 111, 112 (Fla. 1st DCA 1974).

B. Discussion

In the Motion for Summary Judgment, Plaintiff seeks to foreclose a lien on Defendants' property based on its Claim of Lien recorded October 5, 2010, in Official Records Book 3247,

Page 261, of the Public Records of Clay County, Florida. Plaintiff filed the Claim of Lien to secure all unpaid assessments that were due and owing.

There is no dispute that Defendants are the owners of the property that is the subject of the Claim of Lien. Further, there is no dispute that Defendants have failed to pay assessments imposed by Plaintiff, as reflected in the Claim of Lien. However, Defendants have asserted the referenced six affirmative defenses, challenging Plaintiff's right to collect assessments and impose a lien upon Defendants property, and to foreclose such a lien.

After careful examination of the record, the Court finds that the issues raised in affirmative defenses one, two, three, five and six have been addressed and resolved in favor of Plaintiff by virtue of the order denying Defendants' motion for partial summary judgment, and the Declaratory Judgment, as affirmed by the First District Court of Appeal.³ The allegations asserted - and the related issues addressed - in these affirmative defenses were thoroughly litigated in this Court and in the Court of Appeal. Thus, it cannot be said that the Defendants, in any respect, have been deprived of their day in court. *Home Health Services of Sarasota, Inc., v. McQuay-Garrett, Sullivan & Company*, 462 So.2d 605 (Fla. 2d DCA 1985).

Further, the Court finds that there is no genuine issue of material fact raised by Defendants' fourth affirmative defense, in which it is alleged that Plaintiff failed to satisfy conditions precedent as required by section 702.3085, Florida Statutes. In 2010, section 720.3085(4) stated,

A homeowners' association may not file a record of lien against a parcel for unpaid assessments unless a written notice or demand for past due assessments as well as any other amounts owed to the association pursuant to its governing documents has been made by the association. The written notice or demand must:

³ Pursuant to the law of the case doctrine, the Court is bound by the ruling and judgment previously entered. See *Schempp v. Schempp*, 339 So. 2d 672, 673 (Fla. 1st DCA 1976) ("Under the 'law of the case' doctrine, questions decided on appeal in courts of ultimate resort must govern the case in the same court through subsequent stages of proceedings.")

- (a) Provide the owner with 45 days following the date the notice is deposited in the mail to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand.
- (b) Be sent by registered or certified mail, return receipt requested, and by first-class United States mail to the parcel owner at his or her last address as reflected in the records of the association, if the address is within the United States, and to the parcel owner subject to the demand at the address of the parcel if the owner's address as reflected in the records of the association is not the parcel address. If the address reflected in the records is outside the United States, then sending the notice to that address and to the parcel address by first-class United States mail is sufficient.

§720.3085(4), Fla. Stat. (2010). The record amply supports Plaintiff's contention that it has provided notice for past due assessments in accordance with §720.3085, such that the Fourth Affirmative Defense has been sufficiently rebutted.

Accordingly, the Court concludes that Plaintiff is entitled to summary final judgment of foreclosure on Count I as a matter of law.

III. ATTORNEYS' FEES AND COSTS

A. Discussion

Also before the Court is Plaintiff's Second Motion brought pursuant to section 720.3085, Florida Statutes, wherein Plaintiff seeks the attorney's fees and costs incurred by Suzanne Quiñónez, Esquire, in representing Plaintiff in the foreclosure action.⁴ In addition, Plaintiff brings the Amended Motion wherein Plaintiff and Third Party Defendants seek attorneys' fees and costs incurred by Robert E. O'Quinn, Jr., Esq., and Cole, Scott & Kissane, P.A. in representing Plaintiff and Third Party Defendants in the defense of Defendants' Counterclaim and Third Party

⁴ Subsequent to the April 25, 2016, hearing, and pursuant to notice duly served, Plaintiff proceeded to a second hearing on Plaintiff's Second Motion, seeking attorney's fees of Suzanne Quinonez, Esq. incurred since the April 2016 hearing. In connection with this second hearing, Plaintiff served its Second Supplemental Attorney Affidavit of Fees and Costs.

Complaint. Further, Plaintiff and Third Party Defendants seek appellate attorneys' fees and costs incurred by Mr. O'Quinn and Cole, Scott & Kissane, P.A. in representing them on the appeal of the Court's order denying the motion for partial summary judgment, and the Declaratory Judgment.

As the prevailing parties, Plaintiff and Third Party Defendants are entitled to the recovery of reasonable attorneys' fees and costs, including appellate attorneys' fees.

B. Attorney's Fees

In *Florida Patient's Compensation Fund v. Rowe*, 472 So. 2d 1145 (Fla. 1985), the Florida Supreme Court adopted the federal lodestar approach for calculating reasonable attorney's fees. *Rowe*, 472 So. 2d at 1150. The lodestar is calculated by multiplying the number of hours reasonably expended on the litigation by a reasonable hourly rate for services provided by counsel. *Id.* The Court should consider the following factors in determining reasonable attorney fees with respect to both motions:

- (1) The time and labor required, the novelty and difficulty of the question involved, and the skill requisite to perform the legal service properly.
- (2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer.
- (3) The fee customarily charged in the locality for similar legal services.
- (4) The amount involved and the results obtained.
- (5) The time limitations imposed by the client or by the circumstances.
- (6) The nature and length of the professional relationship with the client.
- (7) The experience, reputation, and ability of the lawyer or lawyers performing the services.

(8) Whether the fee is fixed or contingent.

Id.

“Once the court arrives at the lodestar figure, it may add or subtract from the fee based upon a ‘contingency risk’ factor and the ‘results obtained.’” *Id.* at 1151. If representation is on a contingency fee basis, the Court must consider whether a contingency risk factor or contingency risk multiplier is appropriate in accordance with the standard outlined in *Standard Guaranty Insurance Company v. Quanstrom*, 555 So. 2d 828 (Fla. 1990). Further, “‘results obtained’ may provide an independent basis for reducing the fee when the party prevails on a claim or claims for relief, but is unsuccessful on other unrelated claims.” *Id.*

C. Costs

In determining entitlement to costs, the Court is to consider the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions (the “Guidelines”). *In re Amendments to Uniform Guidelines for Taxation of Costs*, 915 So. 2d 612 (Fla. 2005). Under the Guidelines, it’s the moving party’s burden to show that the requested costs were reasonably necessary to defend or prosecute the action at the time the costs were incurred. However, as the Guidelines state, “these guidelines are advisory only. The taxation of costs in any particular proceeding is within the broad discretion of the trial court.” *Id.* at 614.

D. Plaintiff’s Second Motion

Attorney’s Fees

Upon review of the court file, documentary evidence, and an independent review of invoices and composite of records detailing the work performed, and in consideration of the *Rowe* factors, the Court finds that the hourly rates for Suzanne Quiñónez, Esquire of \$225.00 in 2011, \$250.00 from 2012-2013, and \$285.00 from 2015-2016, and \$100.00 for paralegal services, are

reasonable. Further, the Court finds that 24.15 hours for paralegal services were reasonably expended in the defense of this case. However, there appears to be a calculation error between the number of hours calculated by Plaintiff for services rendered by counsel and the number of hours reflected by the invoices and composite of records detailing the work performed. Therefore, based on the invoices and composite of records detailing the work performed, the Court finds that 4.65 hours at \$225.00 per hour, 33.75 hours at \$250.00 per hour, and 25.80 hours at \$285.00 per hour for services rendered by counsel are reasonable. The following table represents the hours, hourly rate, and attorney's and paralegal's fees the Court finds to be reasonable.

	HOURS	HOURLY RATE	FEES
Suzanne Quiñónez	4.65	\$225.00	\$1,046.25
	33.75	\$250.00	\$8,437.50 ⁵
	25.80	\$285.00	\$7,353.00
Paralegal	24.15	\$100.00	\$2,415.00
TOTAL	88.35		\$19,269.75

Because the representation of Plaintiff was not based on a contingency fee, the Court concludes that a contingency risk multiplier is not applicable in this case. Further, because Plaintiff has prevailed on all the claims presented to the Court, the Court finds that the "results obtained" factor does not provide a basis to reduce the attorney's fees. Therefore, the Court finds that Plaintiff is entitled to an award of \$19,269.75 in attorney's and paralegal's fees.⁶

Costs

Here, Plaintiff seeks reimbursement for the following costs:

DESCRIPTION	AMOUNT
Title Search	\$150.00
Filing Fee & Summons Fee	\$331.20

⁵ The Court notes that Plaintiff mistakenly calculated this figure to be \$8,337.50.

⁶ In its Motion for Appellate Attorney's Fees, Plaintiff seeks the award of Ms. Quinonez's fees related to the appeal of the order denying motion for partial summary judgment and the Declaratory Judgment. However, review of the record indicates that the Motion for Appellate Attorney's Fees has not been properly noticed for hearing. As a result, no such award is included herein.

Record Notice of Lis Pendens	\$5.00
Service Fee	\$80.00
TOTAL COSTS:	\$566.20

The Court finds that the costs requested by Plaintiff were reasonable and necessary for prosecution of this case. Therefore, the Court finds that Plaintiff is entitled to \$566.20 in costs.

E. The Amended Motion

Attorneys' Fees

Here, Plaintiff's and Third Party Defendants' breakdown of the attorneys' fees is as follows:

ATTORNEY	HOURS	HOURLY RATE	FEES
Robert E. O'Quinn, Jr.	5.5	\$190.00	\$1,045.00
	310.2	\$195.00	\$60,489.00
	65.7*	\$205.00	\$13,468.50
Scott A. Cole	8.7	\$195.00	\$1,696.50
	0.9	\$205.00	\$184.50
David C. Borucke	65.6	\$195.00	\$12,792.00
	4.2	\$205.00	\$861.00
Barry A. Postman	0.9	\$190.00	\$171.00
Bradley Martin	5.7	\$155.00	\$883.50
	10.7	\$165.00	\$1,765.50
Kathryn L. Ender	6.1	\$165.00	\$1,006.50
Ellinor Bozzone	4.2	\$90.00	\$378.00
TOTAL	488.4		\$94,741.00

Plaintiff and Third Party Defendants acknowledge that \$2,214.00 is not recoverable and deducts that amount from their fee request. Accordingly, Plaintiff and Third Party Defendants seek the total amount of \$92,527.00 in attorney's fees for 488.40 hours of services expended in this litigation.

Plaintiff and Third Party Defendants submitted an affidavit from attorneys' fees expert, Penny W. Schmidt, Esquire, who opined that the hourly rates and total amount of attorneys' fees

through October 29, 2015, were reasonable. Ms. Schmidt also testified at hearing, and was subjected to cross-examination.

Upon review of the court file, documentary evidence, Ms. Schmidt's testimony, and in consideration of the *Rowe* factors, the Court finds that the hourly rates for the attorneys and paralegals are reasonable. Further, the Court finds that 488.4 hours for attorney and paralegal services were reasonably expended in the defense of this litigation and the appeals.

Because the representation of Plaintiff and Third Party Defendants was not based on a contingency fee, the Court determines that a contingency multiplier is not applicable in this case. Further, because Plaintiff and Third Party Defendants have prevailed on all the claims presented to the Court, the Court finds that the "results obtained" factor does not provide a basis to reduce the attorneys' fees. Therefore, the Court finds that Plaintiff and Third Party Defendants are entitled to an award of \$92,527.00 in attorneys' fees, which includes the appellate attorneys' fees.

Costs

Here, Plaintiff and Third Party Defendants seek reimbursement for the following costs:

DESCRIPTION	AMOUNT
Copies	\$3,168.50
Fax Charges	\$146.00
Long Distance Telephone Charges	\$7.41
Messenger Service	\$45.00
Postage	\$87.43
Court Reporter Fees	\$710.80
Westlaw Research	\$19.29
Mileage	\$56.00
TOTAL COSTS:	\$4,240.43

Plaintiff and Third Party Defendants seek recovery of various costs which the Court finds are not compensable. Postage, facsimiles, long distance telephone charges, messenger services, and computer research (*e.g.* Westlaw research) are office expenses or overhead that are generally

not taxed as costs. *See, State Dep't of Transp. v. Skidmore*, 720 So. 2d 1125, 1130 (Fla. 4th DCA 1998); *Robbins v. McGrath*, 955 So. 2d 633, 635 (Fla. 1st DCA 2007).

Further, the Guidelines provide in section I(B) that the costs of copies should be allowed for (1) copies filed with the court which are reasonably necessary to assist the court in reaching a conclusion, and (2) copies obtained in discovery, even if not used at trial. Plaintiff and Third Party Defendants provide no explanation for the costs incurred for "copies." Absent additional details or evidence, the Court cannot discern which of these costs meet the two conditions permitted by the Guidelines. Additionally, Plaintiff and Third Party Defendants seek mileage but provide no details as to the purpose of the mileage. The Court is mindful that travel expenses for attorneys are not taxable as cost. Because Plaintiff and Third Party Defendants have failed to meet their burden to establish their entitlement for the costs of the copies and mileage, those costs are denied. Thus, the Court finds that Plaintiff and Third Party Defendants are only entitled to the costs for their court reporter fees in the amount of \$710.80.

Florida Statutes Section 720.3085, permits the recovery of attorney's fees to the Plaintiff for the prosecution of the underlying claim and related defenses asserted, including with respect to the appeals. Section 720.305 permits the recovery of fees to the Plaintiff and the Third Party Defendants for the successful defense of the counterclaim and third party claims. The facts and issues related to the complaint and defenses thereto, and the counterclaim and third party claim and defenses related thereto, are the same. Based upon subsequent hearings and communications with counsel regarding attorneys' fees, Plaintiff and Third Party Defendants have indicated that any award of attorneys' fees and costs related to the Amended Motion should be included in this summary final judgment of foreclosure.

Accordingly, it is hereby **ORDERED AND ADJUDGED**:

1. Plaintiff's Third Motion for Summary Judgment is **GRANTED**.
2. Plaintiff's Second Motion for Attorney's Fees and Costs is **GRANTED**.
3. Plaintiff's and Third Party Defendants' Amended Motion for Trial Court and Appellate Attorney's Fees and Costs of Plaintiff and Third Party Defendants is **GRANTED** as to attorneys' fees, and **GRANTED** in part and **DENIED** in part with respect to costs.
4. Plaintiff, LAKE ASBURY LAKE LOT OWNERS ASSOCIATION, INC., whose address is 282-A Branscomb Road, Green Cove Springs, Florida 32043, is due the following:

Principal	\$387.20
Assessments, Late Fees and Interest	\$600.10

SUBTOTAL	\$987.30
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Attorneys' Fees

Suzanne C. Quinonez, Law Offices of Suzanne C. Quinonez, P.A.	\$19,269.75
Robert E. O'Quinn, Jr., Cole, Scott & Kissane, P.A.	\$92,527.00

Court Costs

Suzanne C. Quinonez, Law Offices of Suzanne C. Quinonez, P.A.	\$566.20
Robert E. O'Quinn, Jr., Cole, Scott & Kissane, P.A.	\$710.80

TOTAL SUM	\$114,061.05
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That shall bear interest at a rate in accordance with
section 55.03(3), Florida Statute

5. Plaintiff holds a lien for the Total Sum on the following described property in Clay County, Florida:

Lot 12, Block 3, Lake Asbury, Unit Three, according to plat
recorded in Plat Book 7, Pages 28 and 29, of the Public Records
of Clay County, Florida.

Property Address: 1133 Lake Asbury Drive, Green Cove Springs, FL 32043

6. If the Total Sum with interest at the rate described in paragraph 4 and all costs accrued subsequent to this judgment are not paid, the Clerk of this Court shall sell the property at public sale on the 16th day of December, 2016, to the highest bidder for cash, except as prescribed in paragraph 7, at the courthouse located at 825 NORTH ORANGE AVENUE, GREEN COVE SPRINGS, FL 32043, in Clay County, Florida, in accordance with Section 45.031, Florida Statutes (2016), using the following method:

☒ By electronic sale beginning at 10:00 AM on the prescribed date at www.clay.realforeclose.com

7. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if Plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser, the clerk shall credit Plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.

8. On filing the certificate of title the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the certificate; third, Plaintiff's attorneys' fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 4 from this date to the date of the sale; and, by retaining any remaining amount pending the further order of this court.

9. On filing the certificate of sale, Defendants and all persons claiming under or against Defendants since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, and Defendants' right of redemption as prescribed by section 45.0315, Florida Statutes (2016) shall be terminated, except as to claims or rights under Chapter 718 or

Chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

10. Jurisdiction is reserved over this action to enforce this Summary Final Judgment and to enter further orders that are proper, including, without limitation, an award of attorney's fees and costs, a deficiency decree (if sought and appropriate), writs of possession, orders granting leave to file supplemental and/or amended pleadings to add additional parties, and orders resolving any disputes with respect to assessments and/or other amounts allegedly due associations.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.


IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, CLAY COUNTY CLERK OF COURT, 825 N. ORANGE AVENUE, GREEN COVE SPRINGS, FL 32043, (904) 269-6302, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT CLAY COUNTY LEGAL AID, 825 N. ORANGE AVENUE, ROOM 308, GREEN COVE SPRINGS, FL 32043 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR

**SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT CLAY COUNTY
LEGAL AID FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE
AFTER RECEIPT OF THIS NOTICE.**

DONE AND ORDERED in Chambers, at Green Cove Springs, Clay County, Florida, on
this 1st day of November, 2016.

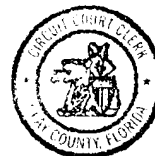


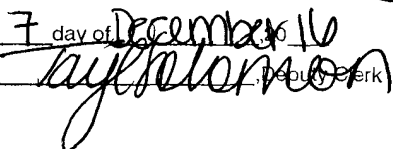
GARY L. WILKINSON
CIRCUIT COURT JUDGE

Copies to:

Suzanne Quinonez, Esq.
Robert E. O'Quinn, Jr., Esq.
William Davie, Esq.

This red stamp and signature certifies
this 11 page document is a copy
of the original on file in the office of :
Tara S. Green
Clerk of Circuit Court
Clay County, Florida



This 7 day of December 16
By:  Deputy Clerk