

FILE IN OPEN COURT

Date 07-30-15

By JA

WOOD DUCK ISLAND PROPERTY
OWNERS ASSOCIATION, INC., a
Florida not for profit corporation,

Plaintiff,

v.

ALLISON D. LANDSMAN; et. al,

Defendants.

IN THE COUNTY COURT OF THE
NINETEENTH JUDICIAL CIRCUIT IN
AND FOR INDIAN RIVER COUNTY,
FLORIDA

CASE NO.: 312014CC001901

JUDGE: DAVID MORGAN

FINAL JUDGMENT OF FORECLOSURE

This cause came before this Court on July 30, 2015, on the *Motion for Summary Final Judgment of Foreclosure* of the Plaintiff, WOOD DUCK ISLAND PROPERTY OWNERS ASSOCIATION, INC. (hereinafter "Plaintiff). This Court, having reviewed the record, and having been otherwise fully advised in the premises, finds as follows:

1. Defendant, ALLISON D. LANDSMAN, was properly served with Plaintiff's *Summons* and *Complaint* on February 9, 2015.

2. On March 9, 2015, Defendant, ALLISON D. LANDSMAN, filed her response to Plaintiff's Complaint in the form of "correspondence" containing no legal defenses to any of the allegations set forth in Plaintiff's Complaint.

3. Defendant, THE PORCH FACTORY, LLC, was properly served with Plaintiff's Complaint on December 29, 2014. On February 16, 2015, a Clerk's Default was entered against Defendant, THE PORCH FACTORY, LLC, for its failure to file or serve a response to Plaintiff's Complaint as required by law.

4. Defendant, AMERICAN EXPRESS BANK, FSB, was properly served with Plaintiff's Complaint on February 17, 2015. On March 10, 2015, a Clerk's Default was entered

against Defendant, AMERICAN EXPRESS BANK, FSB, for its failure to file or serve a response to Plaintiff's Complaint as required by law.

5. On May 13, 2015, Plaintiff filed its Notices of Dropping Party Defendants, UNKNOWN SPOUSE OF ALLISON D. LANDSMAN, and UNKNOWN TENANTS NO. 1 and NO. 2, IN POSSESSION OF THE SUBJECT PREMISES.

6. All necessary and proper pleadings have been filed in this matter, and there are no genuine issues as to any material fact. Plaintiff is entitled to a judgment as a matter of law.

7. Defendant, ALLISON D. LANDSMAN ("Defendant"), is the fee simple owner of the following described real estate:

Lot 34 GRAND HARBOR PLAT #4, (Wood Duck) according to the plat thereof as recorded in Plat Book 12, Page 70, Public Records of Indian River County, Florida.

a/k/a 4816 Wood Duck Circle, Vero Beach, FL 32967

and by virtue of that ownership is a Wood Duck Island property owner, subject to the Declaration of Covenants, Conditions and Restrictions for Wood Duck Island (hereinafter "Declaration"), recorded in the Public Records of Indian River County, Florida, in Official Records Book 803 at Page 1076, et. seq., as amended thereafter from time to time.

8. Defendant has failed, in accordance with Article III of the Declaration, to pay assessments due Plaintiff.

9. Plaintiff is entitled, pursuant to Article III of the Declaration, to collect late fees and interest on past due assessments.

10. Defendant has failed, as required by Article III of the Declaration, to pay certain assessments to Plaintiff. Defendant owes Plaintiff the sum of \$10,272.23 as of July 1, 2015, for delinquent assessments, late fees and interest, plus the continuing obligation to pay assessments

from that date forward.

11. Plaintiff has a valid claim of lien on the above-described real property for unpaid assessments, interest, attorney's fees/costs, which claim of lien is superior to the lien or interests of all Defendants named herein.

12. Plaintiff is entitled, pursuant to Article III of the Declaration and Florida Statute §720.3085, to recover its reasonable attorney's fees and costs incurred in this action.

13. The Court finds that \$275.00 per hour is an appropriate and reasonable hourly rate and that 14.20 hours is an appropriate and reasonable amount of time to be expended in this matter. Thus, \$3,905.00 is a reasonable fee for the services of Plaintiff's counsel in this matter. This Court further finds that \$2,108.00 is a reasonable sum for costs expended in this matter.

It is therefore,

ORDERED and ADJUDGED that:

1. Plaintiff, **WOOD DUCK ISLAND PROPERTY OWNERS ASSOCIATION, INC.**, is owed the sum of \$10,272.23 for past due assessments, late fees, and interest; attorney's fees in the amount of \$3,905.00 in addition to \$2,108.00 for costs incurred in this action, making a total judgment amount of **Sixteen Thousand Two Hundred Eighty-Five Dollars and 23/100 (\$16,285.23)**, all of which shall bear interest at the statutory rate of 4.75% per annum, as determined by Florida Statute §55.03(1), from the date of the entry of this judgment, all for which let execution issue.

2. Plaintiff's lien for the total sum described is superior to any claim or estate of any Defendant(s) named herein.

3. If the total sum with interest, at the rate described in paragraph 1, and all costs accrued subsequent to this judgment are not paid in accordance with Section 45.0315 of the

Florida Statutes, the Clerk of this Court shall sell the property at public sale on September 9, 2015 at 10:00 o'clock a.m., to the highest bidder for cash, by electronic sale at www.indian-river.realforeclose.com, in accordance with Florida Statute §45.031.

4. 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. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the total sum, along with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.

5. 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 attorney's fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in the applicable paragraph above from this date to the date of the sale; and by retaining any remaining amount pending further order of this Court.

6. The sale shall be held in accordance with Florida Statute §45.031, and upon the Clerk filing the Certificate of Sale, all persons shall forever be barred and foreclosed of any and all equity or right of redemption in and to the above described property.

7. Upon the Clerk filing the Certificate of Title, as provided in Florida Statute §45.031, the sale shall stand confirmed, and the purchaser at said sale or the purchasers, their heirs, representatives, successors or assigns, shall without delay be let into possession of the said premises, as conveyed and the Clerk of Court. The Clerk of Court is specifically authorized to issue a Writ of Possession for the premises located at **4816 Wood Duck Circle, Vero Beach, FL 32967**, and the Sheriff is authorized to serve the Writ of Possession forthwith after issuance of

Certificate of Title.

8. Jurisdiction of this action is retained to enter further orders that are proper, including, without limitation, writs of possession and monetary judgment(s).

DONE and ORDERED in open Court on this 30 day of July, 2015, in Vero Beach, Indian River County, Florida.


THE HONORABLE DAVID MORGAN
COUNTY COURT JUDGE

IMPORTANT NOTICE

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 THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIEN HOLDER CLAIMING A RIGHT TO FUNDS AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN SIXTY (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 RIGHT TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF COURT, ST. LUCIE COUNTY COURTHOUSE, 201 SOUTH INDIAN RIVER DRIVE, FORT PIERCE, FLORIDA 34950, 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 FLORIDA RURAL LEGAL AID AT (772) 466-4766 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 FLORIDA RURAL LEGAL AID FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

Copies to:

Plaintiff/Judgment Holder:

WOOD DUCK ISLAND PROPERTY OWNERS ASSOCIATION, INC.
c/o Michael Dermody, Esq.
Becker & Poliakoff, P.A.
401 SE Osceola Street, First Floor
Stuart, Florida 34994
MDermody@bplegal.com

Defendant/Judgment Debtor:

Allison D. Landsman
4816 Wood Duck Circle
Vero Beach, FL 32967

Defendants:

American Express Bank, FSB
1108 E. South Union Avenue
Midvale, UT 84047

The Porch Factory, LLC
7356 Commercial Circle, Unit 4D
Fort Pierce, FL 34951