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IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR INDIAN RIVER COUNTY, FLORIDA
CASE NO.: 2022 CA 000689
HON. CYNTHIA L. COX

ORCHID ISLAND ROOFING, LLC,

312022CA000689XXXXXX

Plaintiff,

v.

MAUREEN J. LUCEY,

Defendant.

_____ /

FINAL JUDGMENT FOR FORECLOSURE
OF CONSTRUCTION CLAIM OF LIEN

The trial of this cause having come before the Court on July 23, 2025, and the Court having received the evidence and arguments of the Plaintiff in the unexcused absence of the Defendant, it is hereby ORDERED and ADJUDGED as follows:

Findings of Fact

1. Orchid Island Roofing is a Florida roofing contractor. Pursuant to a Proposal generated on April 30, 2021, it furnished roofing labor, services and materials to property owned by Defendant Maureen J. Lucey, located at 1215 Spanish Lace Lane, Vero Beach, Florida, 32963. The work of the Proposal was the tear off and replacement of Defendant's roof ("Project").

2. Defendant made the initial deposit required by the Proposal on July 16, 2021, in the amount of \$23,381.00. Work would not, however, begin for almost another year.

3. On or about April 19, 2022, OIR was able to complete the dry in of the Project. At that time, a progress payment equal to 80% of the contract price (plus repair work) was due, in the amount of \$40,390.00.

4. Defendant refused to make the progress payment required by the Proposal. Orchid recorded a Claim of Lien on June 27, 2022, at OR Book 3551, Page 2703 of the Public Records of Indian River County, Florida, in the amount of \$47,660.20. The Claim of Lien was later partially released in the amount of \$7,270.20.

5. In her pleadings, Defendant claims she did not sign the Proposal, rather, it was signed by her mother. The evidence at trial, however, was that Defendant told Doug Leman of OIR that her mother had passed away before the Proposal was generated. The Court finds that the signature on the Proposal more closely matches the signature of the Defendant than it does her mother. Additionally, the Defendant accepted the benefits of Orchid's work pursuant to the Proposal without paying for them.

6. Defendant further claims she did not own the property in question at the time the Proposal was signed. The deed to the property, however, shows that she possessed a remainder interest after the conclusion of her mother's life estate, and it is undisputed that her mother has passed away.

7. Defendant also claims she was not validly served and that the Court lacks personal jurisdiction over her. She is, however, seeking affirmative relief against OIR.

Conclusions of Law

8. OIR performed the work necessary to achieve the dry-in of the Defendant's roof. Defendant's failure and refusal to pay the 80% due under the Proposal was the legal cause of loss or damage to OIR in the principal amount of \$40,390.00.

8. Concerning the Defendant's claim not to have signed the Proposal, the Court finds that even if Defendant affixed her mother's signature after her death, as it appears, she nonetheless accepted the benefits of the Proposal and is estopped from denying the existence of a contract between OIR and Defendant as reflected in the Proposal. *Pipeline Contractors, Inc. v. Keystone Airpark Auth.*, 276 So. 3d 436 (Fla. 1st DCA 2019)(Party accepting the benefits of a contract is estopped from disavowing the contract). The Court further notes that Defendant is seeking affirmative relief under the Proposal for OIR's alleged breach in failing to put tarp on the roof, which she could not do unless the contract were valid and enforceable as to her. *See Pipeline Contractors* at 439 n. 2. (Noting irony of contractor claiming for breach of a contract at the same time it claimed the contract was void).

9. Concerning the Defendant's claim not to have owned the property at the time of the Proposal, the evidence is that she did own a future remainder interest as to the property in fee simple. Further, Section 713.10 of the Florida Statutes, titled, "Extent of Liens," provides that a construction lien "shall extend to, and only to, the right, title, and interest of the person who contracts for the improvement as such right, title, and interest exists at the commencement of the

improvement *or is thereafter acquired in the real property.*" (Emphasis added). *Adamson v. First Fed. Sav. & Loan Ass'n of Andalusia*, 519 So. 2d 1036 (Fla. 1st DCA 1988)(Construction lien initially extending only to leasehold interest extended to fee simple after contracting Lessee later purchased the real property).

10. Concerning Defendant's complaints about service of process and personal jurisdiction, the record shows Defendant is seeking affirmative relief, which is inconsistent with and a waiver of any claim of lack of personal jurisdiction. *Babcock v. Whatmore*, 707 So. 2d 702 (Fla. 1998).

FINAL JUDGMENT

In accordance with the foregoing, Final Judgment is hereby ENTERED in favor of Plaintiff, Orchid Island Roofing, Inc. and against Defendant Maureen J. Lucey, 1215 Spanish Lace Trail, Vero Beach, Florida, 32963, who shall take nothing by this action and whose counterclaims for affirmative relief are hereby dismissed with prejudice, and it is further **ORDERED AND ADJUDGED** that:

1. **Final Judgment.** Plaintiff is entitled to entry of final judgment. On the evidence presented, the Court finds Plaintiff proved its *prima facie* case for foreclosure, being: (1) valid and enforceable construction claim of lien; (2) breach of the underlying contract for construction by Defendant; and (3) damages.
2. **Amounts Due.** Plaintiff, **Orchid Island Roofing, 856 US Highway 1, Vero Beach, Florida 32960**, is due the following:

Principal	\$40,390.00
Interest on from	TBD
Attorneys' fees	
Finding as to reasonable number of hours	TBD
Finding as to reasonable hourly rate	TBD
Attorneys' fees total	TBD
Court costs	TBD
TOTAL	\$40,390.00

3. **Interest.** The total amount in paragraph 2 must bear interest from this date forward at the prevailing statutory rate of interest.

4. **Lien on Property.** Plaintiff holds a valid and enforceable construction lien for the total sum superior to all claims or estates of Defendant, on the following described property in Indian River County, Florida:

Lot 65 of Castaway Cove Wave VI Subdivision, according to the plat thereof, as recorded in Plat Book 11, Page(s) 89 and 89A, of the Public Records of Indian River County

Property address: 1215 Spanish Lace Trail

5. **Sale of Property.** If the total sum with interest at the rate described in paragraph 2 and all costs accrued subsequent to this judgment are not paid, the Clerk of this court must sell the property at public sale on **September 17, 2025** to the highest bidder for cash, except as prescribed in paragraph 6, by electronic sale at Indian River County beginning at **10:00 a.m., www.indian-river.realforeclose.com**, in accordance with section 45.031, Florida Statutes.

The public sale must not be postponed or canceled without a court order. All orders postponing or canceling the sale must be filed with the Clerk of court no later than 5:00 p.m. five (5) business days before the sale date. Counsel for Plaintiff must be certain that all sale and Clerk fees are paid and that the original proof of publication is filed no less than five (5) business days before the sale date. Failure to timely file the original proof of publication of the notice of sale and pay the sale and Clerk fees will stop the sale. Additionally, the failure of Plaintiff's counsel to pay the sale fee and properly and timely publish the notice of sale may result in sanctions against the Plaintiff, Plaintiff's counsel individually, and the law firm representing the Plaintiff.

Any electronic sale by the Clerk must be in accordance with the written administrative policy for electronic sales published by the Clerk at the official website for the Clerk and posted in the public areas of the Clerk's offices.

6. **Costs.** Plaintiff must advance all subsequent costs of this action and must 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 must be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser, Plaintiff must file an affidavit within 5 business days and the Clerk must credit Plaintiff's bid with the total sum with post-judgment interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full. The Clerk must receive the service charge imposed in Section 45.031, Florida Statutes.

7. **Distribution of Proceeds.** On filing the certificate of title, the Clerk must 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 2 from this date to the date of the sale; and by retaining any remaining amount pending further order of this court.

8. **Right of Redemption.** On filing the certificate of sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of lis pendens must be foreclosed of all estate or claim in the property, and defendant's right of redemption as prescribed by section 45.0315, Florida Statutes, must be terminated, except as to the rights of a bona fide tenant occupying residential premises under the Federal Protecting Tenants at Foreclosure Act, 12 U.S.C. sec. 5220, note, or section 83.5615, Florida Statutes, and claims or rights under chapter 718 or chapter 720, Florida Statutes, if any.

9. **Right of Possession.** On the filing of the certificate of title, the person named on the certificate of title must be let into possession of the property subject to the rights of a bona fide tenant occupying residential premises under the Federal Protecting Tenants at Foreclosure Act, 12 U.S.C. sec 5220, note, or section 83.5615, Florida Statutes. If any defendant or tenant remains in possession of the property, an Order Granting the Motion for Writ of Possession must be entered without further notice or hearing, subject to the purchaser's compliance with Section 83.5615, Florida Statutes.

10. **Jurisdiction Retained.** Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, the award of attorney’s fees and costs, prejudgment interest to amend this Final Judgment to include any such award(s), a deficiency judgment, writs of possession and such supplemental relief or judgments as may be appropriate.

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 THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A TIMELY CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

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 SERVICE – FORT PIERCE OFFICE, 510 SOUTH US HIGHWAY 1, SUITE 1, FORT PIERCE, FLORIDA 34948, (772) 466-4776, 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 SERVICE – FORT PIERCE OFFICE, (772) 466-4776, FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED on July 24, 2025 at Vero Beach, Indian River County, Florida.

07/24/2025 13:51:46

eSigned by ROBYN STONE 07/24/2025 13:51:46 wXYAmUGs

HONORABLE ROBYN STONE

**A COPY OF THIS ORDER IS BEING SERVED ON THE FOLLOWING PARTIES
VIA THE E-FILING PORTAL:**

Casey Walker cwalker@murphywalker.com

Maureen J. Lucey molucey@hotmail.com