

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

CASE NO.: 31-2013-CA-00213

SERGIO CONCEPCION, an individual,

Plaintiff,

vs.

EAGLE TRACE ESTATE HOMES, LLC, a  
Florida limited liability company; EAGLE  
TRACE AT VERO BEACH  
HOMEOWNER'S ASSOCIATION, INC., a  
Florida non-profit corporation; JOHN  
KOHLER, an individual; CARMELINA  
KOHLER, an individual; ROBERT  
RAYMOND HINKLE, JR., an individual;  
SON O. HINKLE, an individual; A&W  
ELECTRIC CO., INC., a Florida  
corporation; A. BARON CONSTRUCTION  
COMPANY, a Florida corporation;  
BREVARD SHUTTERS &  
ACCESSORIES INC., a Florida  
corporation; CORAL CONSTRUCTION  
OF FL, a/k/a CORAL CONSTRUCTION,  
a/k/a CORAL CONSTRUCTION OF  
SOUTH FLORIDA, INC., a Florida  
corporation; INDIAN RIVER COUNTY, a  
political subdivision of the State of Florida;  
INTERCOASTAL POOL & SPA  
BUILDERS, INC., a Florida corporation,  
a/k/a INTERCOASTAL POOL AND SPA;  
MEEK & SONS PLUMBING INC., a  
Florida corporation; PEAY'S ELECTRIC II,  
INC., a Florida corporation; JAY R.  
DAWID, an individual; ACCENT  
CUSTOM PAINTING, LLC, a Florida  
dissolved limited liability company;  
TRIPOD ALUMINUM, INC., a Florida  
corporation; PROFESSIONAL PRECAST  
& TILE INSTALLATION, INC., a Florida  
corporation, a/k/a PROFESSIONAL  
PRECAST STONE, INC., a/k/a PRO

14 OCT -7 AM 11:18  
JEFFREY R. SMITH  
CLERK OF CIRCUIT COURT  
INDIAN RIVER COUNTY, FL  
BY PH D.C.

FILED TO RECORD  
PROSTATE/INDIANSHIP/  
CIRCUIT COURT

PRECAST STONE; DESIGNERS CHOICE CABINETRY, INC., a Florida corporation; GENERAL STAIR CORPORATION, a Florida corporation; MANNING BUILDING SUPPLIES, INC., a Florida corporation; ELI BARON, an individual; JONES LUMBER & EXPORT COMPANY, INC., a Florida corporation, a/k/a JONES LUMBER AND EXPORT COMPANY, INC., GEORGE & ASSOCIATES CONTRACTORS, INC., a Florida corporation; PATRICIA DAVIES-FLACCO, an individual; ROBERTO F. FLACCO, an individual; GEORGE WILLIAM FOX a/k/a GEORGE WILLIAM FOX III, an individual; DEBRA ALINE ANNE FOX a/k/a DEBRA A. FOX, an individual; JAMES JOSEPH BUXTON, an individual; and MARGARET ELIZABETH BUXTON, an individual,

Defendants.

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**FINAL JUDGMENT OF FORECLOSURE AS TO LOT 30, BLOCK A, AND ORDER  
ESTABLISHING REMAINING CREDIT BID**

This cause, having come before the Court on Plaintiff's Motion for Entry of Foreclosure Judgment Regarding Remaining Lot 30, Block A, and Determination of Remaining Credit Bid (the "**Motion**") brought by the Plaintiff, SERGIO CONCEPCION ("**Plaintiff**"), and the Court, having considered the Motion and being otherwise fully advised in the premises,

IT IS ADJUDGED that:

1. **Motion Granted.** The Motion is hereby granted.
2. **Amounts Due and Remaining Credit Bid.** Plaintiff, whose address is 7140 SW 40 Street, Miami, FL 33155, is due from Defendants, EAGLE TRACE ESTATE HOMES, LLC and ELI BARON, the amounts awarded in the Partial Final Judgment of Foreclosure as to Lot 28, Block A, entered by the Court on June 15, 2014 (the "**Partial Foreclosure Judgment**"). The

Court hereby finds that Plaintiff's remaining credit bid is the amount awarded in the Partial Foreclosure Judgment, minus the \$130,000.00 purchase price of Lot 28, Block A, pursuant to the Dawid Settlement Agreement described in paragraph 16 of the Partial Foreclosure Judgment (the "**Remaining Credit Bid Amount**").

3. **Lien on Property.** Plaintiff holds a lien for the total sum due which is superior to all claims or estates of defendant(s), on the property in Indian River County, Florida, as more particularly described on **Exhibit "A"** attached hereto ("**Lot 30, Block A**").

4. **Sale of Lot 30, Block A.** Lot 30, Block A, shall be sold by the Clerk of the Court. If the Remaining Credit Bid Amount with interest at the rate described in paragraph 3 of the Partial Foreclosure Judgment are not paid, the Clerk of Court shall sell Lot 30, Block A, at public sale on **NOVEMBER 7, 2014** (the "**Foreclosure Sale**") to the highest bidder for cash by electronic sale at indian-river.realforeclose.com beginning at 10:00 a.m. in accordance with section 45.031, Florida Statutes.

5. **Postponement/Cancellation of Sale.** The public sale shall not be postponed or canceled without a court order, and shall proceed regardless of whether Plaintiff, a Plaintiff's representative, or Plaintiff's counsel is present. All orders postponing or canceling the sale must be filed with the Clerk of Court no later than 5:00 p.m. two business days before the sale date. Counsel for Plaintiff must be certain that the Clerk of Court has the original proof of publication of the notice of sale on file no less than three business days before the sale date. Failure to file the original proof of publication of the notice of sale will not stop the sale, however the certificate of sale will not issue until the original proof of publication of notice of sale is filed. The failure of Plaintiff's counsel to 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.** If the original proof of publication of the notice of sale is not filed with the Clerk of Court within ten calendar days after the sale, an order will be entered directing the Plaintiff to show cause why the sale should not be vacated and the case dismissed with or without prejudice. The fact that an attorney has a high volume practice will not be a showing of good cause. Any electronic sale by the Clerk of Court shall be in accordance with the written administrative policy for electronic sales published by the Clerk of Court at the official website for the Clerk of Court and posted in the public areas of the Clerk of Court's offices.

6. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk of Court 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 of Court shall credit Plaintiff's bid with the Remaining Credit Bid Amount with interest and costs accruing subsequent to the Partial Foreclosure Judgment, or such part of it, as is necessary to pay the bid in full. The Clerk of Court shall receive the service charge imposed in Section 45.031, Florida Statutes.

7. **Distribution of Proceeds.** On filing the certificate of title, the Clerk of Court shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, Plaintiff's attorneys' fees; third, the Remaining Credit Bid Amount, less the items paid, plus interest at the rate prescribed in paragraph 3 of the Partial Foreclosure Judgment from the date of the Partial Foreclosure Judgment to the date of the sale; and by retaining any remaining amount pending the 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 shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any.

9. **Right of Possession.** Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property, subject to the provisions of the "Protecting Tenant at Foreclosure Act of 2009".

10. **Jurisdiction Retained.** Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, enter judgment(s) or orders(s) in proceedings to reforeclose any portion or all of the property that is subject to this action, issue writ(s) of possession, enter deficiency judgment(s), and further reserves jurisdiction relating to various matters as described below.

11. **Assignment of Judgment.** Plaintiff shall have the right to assign this Judgment and the right to credit bid at some or all of the foreclosure sales and apply against any bid made the amount awarded to Plaintiff in this Judgment. In the event there is such an assignment, Plaintiff shall file a Notice of Assignment of Foreclosure Judgment with the Court that identifies the assignee, and the Clerk of the Court shall recognize the assignee as the owner of this Judgment with a right to credit bid the amount awarded herein, without further order of this Court. Plaintiff shall have the right to assign its successful bid of the foreclosure sale. In the event there is such an assignment, Plaintiff shall file a Notice of Assignment of Successful Bid with the Court that identifies the assignee, and the Clerk of the Court shall recognize the assignee as the owner of the successful bid and the party to be named in the Certificate of Title to be issued by the Clerk of the Court, without further order of this Court.

12. **Indian River County.** Notwithstanding anything herein to the contrary, Defendant, INDIAN RIVER COUNTY (“**Indian River County**”), was dropped as a Defendant pursuant to that certain *Joint Stipulation to Drop Party Defendant, Indian River County, Without Prejudice* filed on January 13, 2014. Accordingly, any interest Indian River County may have in Lot 30, Block A, and any other property that is subject to this action, acquired by Indian River County prior to the date when the lis pendens in this lawsuit was recorded in the Public Records of Indian River County, is not being foreclosed.

**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, INDIAN RIVER COUNTY CLERK OF THE COURT, TELEPHONE (772) 770-5185, WITHIN 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 SERVICES, INC. 510 SOUTH US HWY 1, SUITE 1 FORT PIERCE, FL 34950 (772) 466-4766 EXT. 7024 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 SERVICES, INC. (772) 466-4766 EXT. 7024 FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.**

DONE AND ORDERED in Indian River County, Florida, this 6th\_ day of October, 2014.



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CYNTHIA L. COX  
Circuit Judge

Copies Furnished by Email to Plaintiff's counsel. Plaintiff's counsel shall serve a copy of this final judgment upon all counsel of record and *pro se* parties.

**Gary Soles, Esq., Matthew G. Brenner, Esq.,** [gary.soles@lowndes-law.com](mailto:gary.soles@lowndes-law.com);  
[matt.brenner@lowndes-law.com](mailto:matt.brenner@lowndes-law.com); [litcontrol@lowndes-law.com](mailto:litcontrol@lowndes-law.com); [anne.fisher@lowndes-law.com](mailto:anne.fisher@lowndes-law.com)

**EXHIBIT "A"**

**LOT 30, BLOCK A**

LOT 30, BLOCK A OF EAGLE TRACE PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE(S) 8-9, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

ALL OF SAID LANDS SITUATE, LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

TOGETHER WITH:

ALL TANGIBLE PERSONAL PROPERTY, INTANGIBLE PERSONAL PROPERTY AND FIXTURES DESCRIBED IN THE SUBJECT LOAN DOCUMENTS INCLUDING, BUT NOT LIMITED TO THAT CERTAIN MORTGAGE DEED AND SECURITY AGREEMENT DATED MAY 20, 2011, RECORDED AT OFFICIAL RECORDS BOOK 2500, PAGE 1171, IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THAT CERTAIN RECEIPT OF FUTURE ADVANCE AND NOTE AND MORTGAGE MODIFICATION ("SPREADER") AGREEMENT DATED SEPTEMBER 29, 2011, RECORDED AT OFFICIAL RECORDS BOOK 2528, PAGE 927, IN THE PUBLIC RECORDS OF INDIAN COUNTY, FLORIDA; THAT MORTGAGE DEED AND SECURITY AGREEMENT DATED OCTOBER 25, 2011, RECORDED AT OFFICIAL RECORDS BOOK 2533, PAGE 2061, IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THAT CERTAIN RECEIPT OF ADDITIONAL FUTURE ADVANCE AND NOTE AND MORTGAGE MODIFICATION AGREEMENT DATED MARCH 8, 2012, RECORDED AT OFFICIAL RECORDS BOOK 2591, PAGE 1862, IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EAGLE TRACE RECORDED AT OFFICIAL RECORDS BOOK 1765, PAGE 1544, IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EAGLE TRACE DATED NOVEMBER 2, 2004, RECORDED AT OFFICIAL RECORDS BOOK 1798, PAGE 215, IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THAT CERTAIN AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE TRACE DATED MAY 23, 2010, RECORDED AT OFFICIAL RECORDS BOOK 2424, PAGE 2442, IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT RECORDED JULY 5, 2013 AS INSTRUMENT NO. 3120130043648, IN OFFICIAL RECORDS BOOK 2684, PAGE 1047, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA AND STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT RECORDED AS INSTRUMENT NO. 2013084813545 ON FEBRUARY 21, 2013, IN THE FLORIDA SECURED TRANSACTION REGISTRY.



LESS AND EXCEPT ANY AND ALL DEVELOPER, DECLARANT, SUCCESSOR-IN-INTEREST OR SIMILAR OBLIGATIONS AND LIABILITIES BY ANY PARTY, INCLUDING WITHOUT LIMITATION, ANY PRIOR DEVELOPER OR DECLARANT (I) WHICH ARISE OR ACCRUE PRIOR TO THE RECORDING OF ANY CERTIFICATE OF TITLE ISSUED PURSUANT TO THAT CERTAIN COMMERCIAL FORECLOSURE LAWSUIT STYLED SERGIO CONCEPCION, AN INDIVIDUAL, VS. EAGLE TRACE ESTATE HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ET AL., INDIAN RIVER COUNTY, FLORIDA CIRCUIT COURT (THE "CERTIFICATE OF TITLE"), OR (II) WHICH ARISE OUT OF OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS BY ANY OTHER PERSON OR PARTY, INCLUDING WITHOUT LIMITATION, ANY PRIOR DEVELOPER OR DECLARANT, OR (III) WHICH HAVE NOT BEEN SPECIFICALLY ASSUMED BY A SEPARATE INSTRUMENT IN WRITING EXECUTED AND DATED FOLLOWING THE RECORDING OF THE CERTIFICATE OF TITLE BY THE PARTY ASSUMING ANY SUCH OBLIGATIONS OR LIABILITIES.