

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

BOCA CHASE PROPERTY OWNERS'
ASSOCIATION, INC.,

CASE NO.:

Plaintiff,
v.

DIVISION:

BENJAMIN LE RICHARDSON,
JONATHAN PATRICK RICHARDSON,
UNKNOWN TENANT IN POSSESSION #1,
UNKNOWN TENANT IN POSSESSION #2,

Defendants.

COMPLAINT FOR FORECLOSURE

Plaintiff, BOCA CHASE PROPERTY OWNERS' ASSOCIATION, INC., by and through its undersigned counsel, hereby sues Defendants and alleges:

1. This is an action to foreclose a Claim of Lien against real property located in Palm Beach County, Florida and for damages and the Court has jurisdiction.
2. Plaintiff, BOCA CHASE PROPERTY OWNERS' ASSOCIATION, INC., is a Florida not-for-profit corporation with its principal place of business located in Palm Beach County Florida.
3. Defendant, BENJAMIN LE RICHARDSON, is an individual *sui juris* residing and/or doing business in Palm Beach County, Florida.
4. Defendant, JONATHAN PATRICK RICHARDSON, is an individual *sui juris* residing and/or doing business in Palm Beach County, Florida.
5. The following described property (the "Property") is owned by BENJAMIN LE RICHARDSON and JONATHAN PATRICK RICHARDSON:

Lot 9, Block 1, BOCA CHASE 9A, according to the Plat thereof as Recorded in Plat Book 65, Page(s) 183 through 188, inclusive, of the Public Records of Palm Beach County, Florida.

Street Address: **18329 Fresh Lake Way, Boca Raton, Florida 33498.**

6. Plaintiff has performed all statutory and contractual conditions precedent to the bringing of this action.

COUNT I
FORECLOSURE

7. Plaintiff reallages paragraphs 1 through 6 as if fully set forth herein.

8. Plaintiff is a homeowners association, whose purpose is to carry out its responsibilities pursuant to Chapter 720 of the Florida Statutes and its own governing documents, which are recorded in the Public Records of Palm Beach County, Florida.

9. Plaintiff, pursuant to the authority contained in its recorded governing documents, properly authorized and promulgated a budget creating periodic maintenance assessments and/or other special assessments in accordance with the applicable provisions thereof. The relevant provision(s) of Plaintiff's governing documents are attached hereto as Exhibit "A".

10. Plaintiff's governing documents further permit it to charge property owners a late fee for each delinquent installment and interest on each delinquent installment. See Exhibit "A".

11. BENJAMIN LE RICHARDSON and JONATHAN PATRICK RICHARDSON failed to timely pay assessments for the Property and the account remains delinquent.

12. The Plaintiff, in accordance with Chapter 720 of the Florida Statutes, on August 15, 2025 mailed to BENJAMIN LE RICHARDSON and JONATHAN PATRICK RICHARDSON., by certified mail, return receipt requested, and by first-class United States mail its Notice of Intent to File Lien on the Property. A copy of this Notice of Intent to File Lien letter is attached hereto as Exhibit "B".

13. The Plaintiff, in accordance with Chapter 720 of the Florida Statutes, on October 10, 2025 mailed to BENJAMIN LE RICHARDSON and JONATHAN PATRICK RICHARDSON, by

certified mail, return receipt requested, and by first-class United States mail its Notice of Intent to Foreclose its Claim of Lien on the Property, along with a copy of the associated Claim of Lien. A copy of this Notice of Intent to Foreclose letter is attached hereto as Exhibit “C”.

14. As a result of the failure of BENJAMIN LE RICHARDSON and JONATHAN PATRICK RICHARDSON to pay the aforementioned sums within the time provided by the Notice of Intent to File Lien letter, Plaintiff, on October 21, 2025 recorded its Claim of Lien against the Property, a copy of which is attached hereto as Exhibit “D”.

15. Said Claim of Lien secured all amounts contained therein, as well as all unpaid assessments, interest, late fees, costs of collection, and attorney’s fees accruing subsequent to the date of recordation.

16. The Defendants UNKNOWN TENANT IN POSSESSION #1 and UNKNOWN TENANT IN POSSESSION #2, whose actual names are unknown to Plaintiff, may claim to have some right or interest in the property sought to be foreclosed herein by virtue of their occupancy of the premises or an existing lease agreement which right or interest, if any, is subordinate, inferior and subject to Plaintiff’s Claim of Lien.

17. The Plaintiff has engaged the service of the undersigned attorneys and has agreed to pay them a reasonable fee for their services related to this action. Plaintiff’s governing documents and/or Chapter 720 of the Florida Statutes provide that the owner of the Property is responsible for payment of the Plaintiff’s reasonable attorneys’ fees incurred by Plaintiff incident to the collection of the assessment or enforcement of the lien.

WHEREFORE, Plaintiff requests that this Court enter judgment for its Claim of Lien, plus interest, plus all regular and special assessments, interest and late fees/administrative fees accruing from the date of the Claim of Lien due to the Plaintiff from BENJAMIN LE RICHARDSON and

JONATHAN PATRICK RICHARDSON, together with interest, late fees, reasonable attorney's fees, costs, abstract expenses, and all other allowable costs and expenses; and additionally if such sums are not paid within the time set by this Court, that the Property be sold to satisfy the Plaintiff's claim, and, additionally if the proceeds of the sale are insufficient to pay such claim, that a deficiency judgment be entered against BENJAMIN LE RICHARDSON and JONATHAN PATRICK RICHARDSON and that all persons claiming under or against BENJAMIN LE RICHARDSON and JONATHAN PATRICK RICHARDSON, since the filing of the Notice of Lis Pendens be foreclosed, and that this Court grant such other and further relief as it may deem proper.

COUNT II
DAMAGES

18. Plaintiff realleges Paragraphs 1 through 11 and Paragraph 17, as incorporated by reference, as if fully set forth herein.

19. This is an action for damages against the owner of the Property to recover delinquent assessments, interest, late fees, costs, and attorney's fees from BENJAMIN LE RICHARDSON and JONATHAN PATRICK RICHARDSON.

20. Under Chapter 720 of the Florida Statutes, and under the governing documents attached as an exhibit to this Complaint, Plaintiff is entitled to recover all unpaid assessments, plus interest, late fees, costs, and attorneys' fees incident to the collection of the delinquent assessments that have accrued at the time of rendition of judgment for the Property owned by BENJAMIN LE RICHARDSON and JONATHAN PATRICK RICHARDSON.

21. BENJAMIN LE RICHARDSON and JONATHAN PATRICK RICHARDSON failed to pay assessments in the amounts described by the Claim of Lien attached as an exhibit hereto, plus accrued interest, late fees, costs, and attorneys' fees incident to the collection of the delinquent assessments. Additional assessments, interest, late fees, costs, and attorneys' fees have accrued and

will accrue from the date of the Claim of Lien.

22. Chapter 720 of the Florida Statutes provides, in pertinent part, that each property owner shall be governed by and shall comply with the provisions of Chapter 720 of the Florida Statutes and the governing documents thereof. Chapter 720 of the Florida Statutes further provides that actions for damages for failure to comply with the provisions of Chapter 720 of the Florida Statutes may be brought by Plaintiff, and that the prevailing party is entitled to recover reasonably attorneys' fees.

WHEREFORE, Plaintiff respectfully requests that the Court award the following relief:

- A. Ascertain the amount of assessments, interest and late fees that Plaintiff is entitled to recover in this action.
- B. Award to Plaintiff judgment in the amount of all delinquent assessments, interest and late fees found to be due.
- C. Award to Plaintiff the costs and reasonable attorneys' fees incurred incident to collection of the delinquent assessments.

DATED this 5th day of December, 2025.

WASSERSTEIN, P.A.

301 Yamato Road, Suite 2199

Boca Raton, Florida 33431

Tel.: (561) 288-3999

Primary E-Mail: danw@wassersteinpa.com

By: /s Daniel Wasserstein

DANIEL WASSERSTEIN, ESQ.

Florida Bar No. 42840

EXHIBIT “A”

NOT A CERTIFIED COPY

Print 7/10/91

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FIRST AMENDED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BOCA CHASE

THIS FIRST AMENDED DECLARATION, made on the date hereinafter set forth by H. MILLER & SONS OF FLORIDA, INC., a Florida corporation, f/k/a H. MILLER & SONS OF TAMPA, INC., hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner in fee simple of the real property described in Exhibit A ("Real Property") attached hereto and intends to develop thereon a planned residential community to be known by the name BOCA CHASE; and

WHEREAS, MILLER'S PLANTATION COMPANY, was formerly the owner of the Real Property and as the owner thereof recorded the Declaration of Maintenance Covenants for Riviera Land Association, Inc., which Declaration and Exhibit thereto is recorded in Official Records Book 2159, commencing at Page 421 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Developer and the BOCA CHASE PROPERTY OWNERS' ASSOCIATION, INCORPORATED, a Florida corporation not for profit, are desirous of amending each and every provision of the aforesaid Restated Declaration of Covenants and Restrictions; and

THIS INSTRUMENT WAS PREPARED BY:
JOEL D. KOPELMAN, Attorney at Law
Abrams, Anton, Robbins, Resnick
Schneider & Mager, P. A.
P.O. Box 650
Hollywood, Florida 33020

-D-1-

Record and return to Abrams, Anton
Robbins, Resnick, Schneider, & Mager, P.A.
P. O. Box 650
Hollywood, Florida 33022

WHEREAS, in order to develop the planned residential community named above and preserve the values and amenities of such community, it is necessary to declare and subject such Real Property to certain land use covenants, restrictions, reservations, regulations, burdens and liens and to delegate and to assign to a Corporation certain powers and duties of ownership, administration, operation and enforcement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the Real Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens hereinafter set forth and the provisions of this Declaration shall be a covenant running with the Real Property described in Exhibit A and shall be binding on all parties having any right, title or interest in such Real Property or any part thereof, their heirs, personal representatives, successors and assigns and shall inure to the property of each owner thereof. This First Amended Declaration of Covenants and Restrictions for Boca Chase and the terms and provisions of this Declaration are sometimes referred to as "Declaration" or "Declaration of Covenants and Restrictions" or "Covenants and Restrictions".

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Declaration shall have the following meanings:

1. "Master Association" shall mean and refer to the Florida corporation not for profit which Corporation's name appears at the end of this Declaration as "Master Association", and its successors and assigns, and which

such deficiencies shall be assessed to such Sub-Association or directly to the Units or Lots within that portion of the Real Property in control of or operated by such Sub-Association and such assessment shall be deemed a special assessment and such special assessment shall be a lien upon said Units or Lots with the same force and effect as the liens on Lots or Units for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Master Association, and the Master Association shall be entitled to foreclose such liens. As long as such special assessments are unpaid, they shall accrue interest at the rate of ten (10%) percent per annum, and in the event of foreclosure, the Master Association shall be entitled to recover its court costs, and reasonable attorneys' fees, including costs and attorneys' fees in any appellate action.

ARTICLE VI.

MAINTENANCE OF UNITS AND LOTS AND
IMPROVEMENTS THEREON AND LANDSCAPING THEREON

In the event a Lot Owner or Unit Owner of a Lot or Unit shall fail to maintain the Lot or improvements thereon and the landscaping thereon or Unit and the applicable Sub-Association fails to take the necessary action to correct such failure pursuant to its right to take such action, the Master Association after approval by two-thirds (2/3) vote of the Board of Directors of the Master Association and after fifteen (15) days written notice to the applicable Sub-Association, Lot Owner or Unit Owner, shall have the right, but not the obligation, through its agents, employees, or designees, to enter upon said Lot or Unit and to repair, maintain, and restore the Lot and improvements thereon and landscaping thereon or Unit. The sums expended by the Master Association to repair, maintain, and restore a Lot and improvements thereon or Unit thereon shall be added to and become part of the assessment to which such Lot or

Unit, as applicable, is subject and said cost shall be a lien upon said Lot or Unit, as applicable, with the same force and effect as the liens on Lots or Units for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Master Association.

ARTICLE VII.

COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS

1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.

The Developer, as owner of the Real Property described in Exhibit A, to secure the Master Association in the payment of all assessments of any type or nature for Master Association expenses hereby gives and grants unto the Master Association a lien against all Lots and Units thereon and Units for their applicable share of the assessments due the Association, it being understood and agreed that one of the reasons the Developer has executed this Declaration is for the purpose of making all assessments due the Master Association under this Declaration a lien against all Lots and Units thereon and Units within the plat or plats of the Real Property described in Exhibit A (which plats are now recorded or may be recorded in the future) for their applicable share of all of the assessments to the Master Association. The lien herein granted shall commence upon the recording of this Declaration in the Public Records of Palm Beach County, Florida. The Developer for each Lot or Unit owned by it, and each owner of any Lot or Unit, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Master Association: (1) Annual assessment or charges, and (2) special assessments for deficiencies, other purposes and capital improvements, such assessments to be established and collected as herein

provided. The annual and special assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the Lots and Units thereon and Units and shall be a continuing lien thereon against which each such assessment is made. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees shall also be the personal obligation of the person (or persons) who was the owner of such Lot and Units thereon or Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Master Association shall be for the purpose as defined and set forth in this First Amended Declaration of Covenants and Restrictions and for such other purposes as the Board of the Master Association determines.

3. ANNUAL ASSESSMENTS.

The Board of the Master Association shall fix and determine from time to time the sum or sums necessary and adequate to pay for the expenses of the Master Association. The expenses of the Master Association are those expenses as set forth in this Declaration of Covenants and Restrictions and such other expenses as are determined by the Board. The annual assessment for regular expenses shall be determined by the Board based upon an estimated annual budget, which shall be prepared at least forty-five (45) days prior to the commencement of the calendar year. The association shall be on a calendar year basis beginning with the calendar year in which this Declaration is recorded in the Public Records of Palm Beach County, Florida. Assessments shall be payable monthly, quarterly, semi-annually or annually or at such

other time as determined by the Board, in advance as determined by the Board, and shall be due on the first day of the applicable period, in advance, unless otherwise ordered by the Board. Expenses shall be shared by all Units within the Real Property on an equal basis. Each Unit shall commence sharing its share of the Master Association expenses commencing with the day title to the Unit or Lot or Lots on which such Unit(s) is located is conveyed by deed of conveyance from the Developer or any entity related to or affiliated with the Developer to the first grantee thereof. A conveyance by the Developer to a related or affiliated entity shall not be deemed a conveyance to the first grantee as provided in the preceding sentence. Notwithstanding the foregoing, where the Developer conveys an unimproved Lot or Lots to a person or entity not related to or affiliated with the Developer, such Lot or Lots shall commence sharing their share of the Master Association expenses commencing with the day title to the Lot or Lots is conveyed, provided, however, an unimproved Lot shall be deemed for purposes of assessments to be one Unit and at such time as said Lot is improved and receives a certificate of occupancy or permit from the applicable governmental authority, the assessment due shall be based upon the number of units on said Lot or Lots. Where the Developer or an entity related to or affiliated with the Developer constructs Units on a portion of the Real Property and rents such Units, the Units shall commence paying their share of the assessments of the Master Association at such time as the building or structure receives a certificate of occupancy or like governmental permit from the applicable governmental authority.

The Developer, by its execution of this Declaration, hereby guarantees that until December 31, 1982, the regular annual assessments for each Unit shall be in the

maximum amount of the assessment per Unit as determined by the Board of Directors pursuant to the initial budget of the Master Association. During the period of said guarantee, the Developer shall pay the amount of expenses incurred during that period not produced by the assessments at the guaranteed level receivable from other Units and during said period, the Developer shall not be required to pay any specific sum for its share of expenses as to any Units or Lots owned by it, provided, however, the Developer shall pay the deficit during said period. Notwithstanding the Developer's guarantee, the Developer shall have the right, in its sole discretion, to pay the scheduled, i.e. regular amount of assessments for each Unit owned by it, and if there is a deficit, said deficit shall be shared and paid equally by all Units. This guarantee shall terminate upon the election of a majority of the Board of Directors of the Master Association by the Lot owners if said election shall occur prior to the termination date of the guarantee. During the period of said guarantee, each Unit not owned by the Developer shall pay the regular annual assessment in the amount determined by the Board of Directors. Notwithstanding the foregoing, the Developer shall have the absolute right, but not the obligation, to extend such guarantee of the regular annual assessment for such period of time beyond December 31, 1982 as the Developer determines in its sole discretion, and during such extended guarantee, Developer shall pay only the amount of expenses incurred during that period not produced by the assessments at the guaranteed level receivable from other Units and during said period, the Developer shall not be required to pay any specific sum for its share of expenses as to any Units or Lots owned by it, provided, however, the Developer shall pay the deficit during said period.

Notwithstanding anything in this Declaration or Exhibits hereto to the contrary, Developer shall not pay any regular annual assessments or special assessments on account of any unimproved real property owned by it or on account of any sales offices or model units owned by it within the Real Property described in Exhibit A.

4. SPECIAL ASSESSMENTS.

In addition to the annual assessments authorized by Section 3 hereof, the Master Association may levy in any assessment year a special assessment applicable to that or the previous years for such purposes as are determined by the Board of Directors. This section relates to special assessments as opposed to regular annual assessments. Special assessments shall be shared equally by each Unit and it shall be due and payable in the amount and as of the time determined by said Board of Directors. The procedure in details for the determination of assessments and otherwise shall be as set forth in the By-Laws and Articles of Incorporation of the Master Association. Notwithstanding the foregoing, certain special assessments may be charged against certain Units and Unit Owners and in differing amounts pursuant to Articles V and VI of this Declaration.

Notwithstanding anything in this Declaration or Exhibits hereto to the contrary, Developer shall not pay any regular annual assessments or special assessments on account of any unimproved real property owned by it or on account of any sales offices or model units owned by it within the Real Property described in Exhibit A.

5. DUTIES OF THE BOARD OF DIRECTORS.

The duties of the Board of Directors of the Master Association is to fix and determine the regular annual assessments and special assessments of the Master Association and those duties as are specifically provided for in

this Declaration and in the Master Association's By-Laws and Articles of Incorporation.

The Master Association shall upon demand at any time furnish to any Unit Owner or Lot Owner liable for said assessment a certificate in writing by an officer of the Master Association, setting forth whether assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

6. EFFECTIVE NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall come together with such interest thereon and cost of collection thereof is hereinafter provided, thereupon become a continuing lien on the applicable Unit or Lot which shall bind such Unit or Lot in the hands of the then Unit Owner or Lot Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Unit Owner or Lot Owner to pay such assessment, however, shall remain as personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the due date at the rate of ten (10%) per annum and there shall also be due and payable, as to such assessment, a late charge in the amount of \$25.00 per monthly assessment or portion thereof past due or fifty (50%) percent of the then monthly assessment past due, whichever is the greater amount, and the Master Association may bring an action at law against the Unit Owner or Lot Owner personally obligated to pay the same or to foreclose a lien against the Unit or

Lot, and there shall be added to the amount of such assessment a reasonable attorney's fee and cost incurred in collecting such assessment, and in the event that judgment is obtained, such judgment shall include interest on the assessment and late charges as above provided and a reasonable attorney's fee to be fixed by the court, together with the cost of the action, including attorney's fees and costs on appeal. Liens may be foreclosed in the same manner that mortgages are foreclosed.

7. SUBORDINATION OF THE LIEN TO MORTGAGES.

A lien assessments provided for herein shall be superior to all other liens, except tax liens and first mortgage liens in favor of an institutional mortgagee which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, Lots or Units encumbered by such mortgages are liable for assessments herein and subject to the lien therefor; however, the sale or transfer of a Unit or Lot, pursuant to the decree of foreclosure or where the mortgagee takes a deed in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to the date of such decree or deed in lieu of foreclosure. Such sale or transfer shall not relieve such Unit or Lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

ARTICLE VIII

GENERAL PROVISIONS

1. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the Real Property described in Exhibit A, and shall inure to the benefit of and be enforceable by the Developer, Master Association or the Unit Owner or Lot Owner of any Unit or Lot subject to this De-

EXHIBIT “B”

NOT A CERTIFIED COPY

Wasserstein, P.A.

301 Yamato Road, Suite 2199, Boca Raton, Florida 33431 • Phone: 561.288.3999 • Website: www.wassersteinpa.com
E-mail: Daniel Wasserstein, Esq. - danw@wassersteinpa.com • Renee Renuart, Esq. - renee@wassersteinpa.com • Michael S. Feldman, Esq. - michaelf@wassersteinpa.com

August 15, 2025

Sent Via First-Class U.S. Mail
& Certified Mail, Return Receipt Requested
#9589 0710 5270 2901 7983 42
Benjamin Le Richardson and
Jonathan Patrick Richardson
18329 Fresh Lake Way
Boca Raton, FL 33498

RE: Boca Chase Property Owners'
Association, Inc.
18329 Fresh Lake Way, Lot 9
Boca Raton, Florida 33498

NOTICE OF INTENT TO RECORD A CLAIM OF LIEN

Dear Benjamin Le Richardson and Jonathan Patrick Richardson:

Wasserstein, P.A. is a debt collector. This communication is an attempt to collect a debt and any information obtained as a result of this letter or further communications with this office will be used for the purpose of collection of a debt.

The following amounts are currently due on your account to Boca Chase Property Owners' Association, Inc. (the "Association") and must be paid within 45 days after your receipt of this letter.

This letter shall serve as the Association's notice of intent to record a Claim of Lien against your property no sooner than 45 days after your receipt of this letter unless you pay in full the amounts set forth below. However, if you timely dispute the debt we will suspend our efforts to collect it, including the filing of a lien, until this office obtains verification of the debt and a copy of such verification is mailed to you. Please note the total amount due below does not include any future assessments that may come due:

Amount owed as of 8/4/25 is \$420.00 and broken down as follows:	
Monthly Assessments (5 at \$65.00) beginning 4/1/25 through 8/4/25 with Late Fees (4 at \$25.00), NSF Charges (2 at \$40.00) and Collections Costs (totaling \$110.00)	\$615.00
Payments Received from 4/1/25 through 8/4/25	(\$195.00)
Amount owed since 8/4/25 is \$0.00 .	
Interest at 10% per year on Monthly Assessments from 4/1/25 through 8/15/25*	\$6.59
Attorney's Fees	\$27.50
Attorney's Fee for Intent to Lien Letter	\$195.00
Postage Costs	\$11.18
Total Amount Due	\$660.27

* Interest accrues at the rate of 10% per annum.

PAYMENT MUST BE MADE BY CASHIER'S CHECK, CERTIFIED CHECK OR
MONEY ORDER MADE PAYABLE TO: "WASSERSTEIN, P.A. TRUST ACCOUNT"
AND SENT TO THE ABOVE REFERENCED LAW FIRM ADDRESS

Should you have any questions concerning this matter, you may contact the undersigned at the above referenced phone number. Thank you for your prompt attention to this matter.

WASSERSTEIN, P.A.


DANIEL WASSERSTEIN
For the Firm

THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY AND ALL INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

How can you dispute the debt?

- **Call or write to us by September 24, 2025, to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by September 24, 2025,** we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents.

What else can you do?

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by **September 24, 2025,** we must stop collection until we send you that information. You may use the form below or write to us without the form.
- **Go to www.cfpb.gov/debt-collection to learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you.
- **Contact us about your payment options.**

Mail this form to:

Wasserstein, P.A.
301 Yamato Road, Suite 2199
Boca Raton, Florida 33431

Benjamin Le Richardson and
Jonathan Patrick Richardson
18329 Fresh Lake Way
Boca Raton, FL 33498

How do you want to respond?

Check all that apply:

☐ **I want to dispute the debt because I think:**

- ☐ This is not my debt.
- ☐ The amount is wrong.
- ☐ Other (please describe on reverse or attach additional information).

☐ **I want you to send me the name and address of the original creditor.**

☐ **I enclosed this amount:** \$

Make your check payable to Wasserstein,
P.A. Trust Account.

EXHIBIT “C”

NOT A CERTIFIED COPY

Wasserstein, P.A.

301 Yamato Road, Suite 2199, Boca Raton, Florida 33431 • Phone: 561.288.3999 • Website: www.wassersteinpa.com
E-mail: Daniel Wasserstein, Esq. - danw@wassersteinpa.com • Renee Renuart, Esq. - renee@wassersteinpa.com • Michael S. Feldman, Esq. - michaelf@wassersteinpa.com

October 10, 2025

Sent Via First-Class U.S. Mail
& Certified Mail, Return Receipt Requested
#9589 0710 5270 2798 1279 97
Benjamin Le Richardson and
Jonathan Patrick Richardson
18329 Fresh Lake Way
Boca Raton, FL 33498

RE: **Boca Chase Property Owners'
Association, Inc.
18329 Fresh Lake Way, Lot 9
Boca Raton, Florida 33498**

DELINQUENT ASSESSMENT

Amount owed as of 8/4/25 is \$485.00 and broken down as follows:	
Monthly Assessments (5 at \$65.00) beginning 4/1/25 through 8/4/25 with Late Fees (4 at \$25.00), NSF Charges (2 at \$40.00) and Collections Costs (totaling \$110.00)	\$615.00
Payments Received from 4/1/25 through 8/4/25	(\$130.00)
Amount owed since 8/4/25 is \$220.00 and broken down as follows:	
Monthly Assessments (2 at \$65.00) beginning 9/1/25 through 10/10/25 with Late Fees (2 at \$25.00) and NSF Charges (1 at \$40.00)	\$220.00
Interest at 10% per year on Monthly Assessments from 4/1/25 through 10/10/25	\$12.34
Attorney's Fees	\$682.50
Cost for Recording Claim of Lien	\$10.60
Postage Costs	\$22.36
Total Amount Due	\$1,432.80

Dear Benjamin Le Richardson and Jonathan Patrick Richardson:

Wasserstein, P.A. is a debt collector. This communication is an attempt to collect a debt and any information obtained as a result of this letter or further communications with this office will be used for the purpose of collection of a debt.

Wasserstein, P.A. represents Boca Chase Property Owners' Association, Inc. (the "Association"). This letter is to inform you a Claim of Lien has been filed against your property because you have not paid the assessments identified above to the Association. The Association intends to foreclose the lien and collect the unpaid amount within 45 days of this letter being provided to you.

You owe the interest accruing from April 2025 to the present. As of the date of this letter, the total amount due with interest is \$1,432.80. All costs of any action and interest from this day forward will also be charged to your account.

Any questions concerning this matter should be directed to Daniel Wasserstein, Esq., 301 Yamato Road, Suite 2199, Boca Raton, Florida 33431 (561) 288-3999.

Enclosed please find a copy of the Claim of Lien that was sent to be recorded against the above referenced property as a result of your failure to pay assessments. The Claim of Lien contains amounts due to the Association as of the date it was signed, and further secures all amounts that may subsequently come due.

PAYMENT MUST BE MADE BY CASHIER'S CHECK, CERTIFIED CHECK OR
MONEY ORDER MADE PAYABLE TO: "WASSERSTEIN, P.A. TRUST ACCOUNT"
AND SENT TO THE ABOVE REFERENCED LAW FIRM ADDRESS

Should you have any questions concerning this matter, you may contact the undersigned at the above referenced phone number. Thank you for your prompt attention to this matter.

WASSERSTEIN, P.A.


DANIEL WASSERSTEIN
For the Firm

THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY AND ALL INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

EXHIBIT “D”

NOT A CERTIFIED COPY

THIS INSTRUMENT PREPARED BY:

Daniel Wasserstein, Esq.
WASSERSTEIN, P.A.
301 Yamato Road, Suite 2199
Boca Raton, Florida 33431

CLAIM OF LIEN

KNOW ALL MEN BY THESE PRESENTS THAT: Boca Chase Property Owners' Association, Inc., a Florida not-for-profit corporation, whose mailing address is c/o Campbell Property Management, 1215 E. Hillsboro Blvd., Deerfield Beach, FL 33441, claims this lien against the following property:

Lot 9, Block 1, BOCA CHASE 9A, according to the Plat thereof as Recorded in Plat Book 65, Page(s) 183 through 188, inclusive, of the Public Records of Palm Beach County, Florida.

Street Address: 18329 Fresh Lake Way, Boca Raton, Florida 33498.

Record title to such property is currently held by **Benjamin Le Richardson and Jonathan Patrick Richardson.**

The total amount due to the Association is **\$1,432.80**, as follows:

Amount owed as of 8/4/25 is \$485.00 and broken down as follows:	
Monthly Assessments (5 at \$65.00) beginning 4/1/25 through 8/4/25 with Late Fees (4 at \$25.00), NSF Charges (2 at \$40.00) and Collections Costs (totaling \$110.00)	\$615.00
Payments Received from 4/1/25 through 8/4/25	(\$130.00)
Amount owed since 8/4/25 is \$220.00 and broken down as follows:	
Monthly Assessments (2 at \$65.00) beginning 9/1/25 through 10/10/25 with Late Fees (2 at \$25.00) and NSF Charges (1 at \$40.00)	\$220.00
Interest at 10% per year on Monthly Assessments from 4/1/25 through 10/10/25	\$12.34
Attorney's Fees	\$682.50
Cost for Recording Claim of Lien	\$10.60
Postage Costs	\$22.36

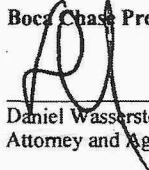
This Claim of Lien shall also secure all unpaid assessments, interest, late charges (if any), reasonable costs and attorney's fees that are due and that may accrue subsequent to the recording of this Claim of Lien and before entry of a certificate of title.

The total amount due and owing to the Association as referenced in this Claim of Lien remains outstanding as of October 10, 2025.

Dated this 10th day of October, 2025.

Boca Chase Property Owners' Association, Inc.

By:

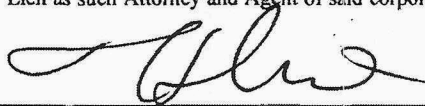

Daniel Wasserstein, Esq.,
Attorney and Agent of the Association

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Daniel Wasserstein, Esq., as Attorney and Agent of Boca Chase Property Owners' Association, Inc. who is personally known to me, and who acknowledged before me by means of physical presence, this 10th day of October, 2025, that he executed the above Claim of Lien as such Attorney and Agent of said corporation, and that the same is the free act and deed of said corporation.

My Commission Expires:

/s/


Print Name: **Tania Polanco**
NOTARY PUBLIC, State of Florida



TANIA POLANCO
Commission # HH 232048
Expires February 22, 2028