

**IN THE CIRCUIT COURT OF THE FIFTEENTH  
JUDICIAL CIRCUIT IN AND FOR PALM BEACH  
COUNTY, FLORIDA**

**CASE NO.:** \_\_\_\_\_

**THE PATIOS OF BOCA BARWOOD CONDOMINIUM ASSOCIATION, INC.,  
A FLORIDA NOT-FOR-PROFIT CORPORATION,**

**Plaintiff,**

**v.**

**FRANCOIS BRUNET, MICAELA SAINT-LOUIS BRUNET  
AND UNKNOWN TENANT ,**

**Defendant(s).**

\_\_\_\_\_ /

**COMPLAINT FOR FORECLOSURE**

Plaintiff, **THE PATIOS OF BOCA BARWOOD CONDOMINIUM ASSOCIATION, INC.**, a not-for-profit Florida corporation, (hereinafter "Plaintiff") by and through undersigned counsel, files this Complaint against the Defendant(s), **FRANCOIS BRUNET, MICAELA SAINT-LOUIS BRUNET** (hereinafter "Defendant(s)") **AND UNKNOWN TENANT** and alleges as follows:

1. This is an action to foreclose a Claim of Lien for Assessments pursuant to Section 718.116, Florida Statutes, and the Declaration of Condominium of The Patios of Boca Barwood Condominium Association, Inc., Article XV, as amended (hereinafter referred "Declaration"), as recorded in the Public Records of Palm Beach County, Florida.

2. Plaintiff is a Condominium Association, organized pursuant to the provisions of Declaration of Condominium and Section 718.116, Florida Statutes, for the purpose of administrating the property within the community known as The Patios of Boca Barwood Condominium Association, Inc., a condominium.

3. Defendant(s) are the owner(s) of the following described real estate:

**Condominium Apartment No. 2505, of The  
Patios of Boca Barwood, a Condominium,  
according to the Declaration of Condominium  
thereof, recorded in Official Records Book**

**3249, Page 54, et. Seq. of the Public Records of  
Palm Beach County, Florida and all  
Amendments thereto.**

4. Defendant(s) are the owner(s) of Condominium Unit No. 2505 in said condominium complex pursuant to a Deed, and by virtue of the Defendant(s) ownership of said condominium unit, are member(s) of the Plaintiff Condominium Association and holds title to said unit subject to all the terms and provisions of the Declaration of Condominium, Article XV, as amended, a copy being attached hereto as Plaintiff's Exhibit "A".

5. All conditions precedent to the enforcement of Plaintiff's right to foreclosure herein and maintenance of this action have been performed, have occurred or have been waived.

6. That Defendant, UNKNOWN TENANT, might have some claim or demand in the subject real property by virtue of possession, whether by tenancy from the record title holder or mere possession only. However, any right, title, interest of claim of said Defendant in and to said property is subordinate in time and inferior in the right to the rights, powers and privileges of the Plaintiff herein, and Plaintiff's Lien is superior in time and right to any and all rights, title and interest claimed by said Defendant.

**COUNT I**

Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 6 above and further alleges:

7. Plaintiff is entitled to relief against the Defendant(s) upon the following set of facts:

(a) Plaintiff has made regular and special assessments against said condominium unit and said assessments have become delinquent, notice of which was sent as the Notice of Late Assessment ("NOLA") on February 28, 2025. A copy of the "NOLA" and the Affidavit of Mailing of the "NOLA" is attached hereto and incorporated herein as Exhibit "B".

(b) Plaintiff has made regular and special assessments against said condominium unit and said assessments have become delinquent, notice of which was sent Certified Mail, Return Receipt Requested and regular U.S. Mail, on April 22, 2025, a copy of which notice is attached hereto and incorporated herein as Exhibit "C". In addition, interest has accrued thereon, pursuant to the Declaration, at the rate of 18% per annum.

(c) Plaintiff has caused its lien to be filed, pursuant to the Declaration, for the aforesaid regular and special assessments in the amount of \$10,889.87, plus late fees, interest, attorneys fees and costs. Said lien was recorded on August 12, 2025, in Official Records Book 35934 at Page 1335, of the Public Records of Palm Beach County, Florida and said Lien is for the purpose of securing payment to the Plaintiff of the above-mentioned delinquent regular and special assessments, late fees, interest, attorney fees and costs accrued thereon to date of payment, a copy of said lien is attached hereto as Plaintiff's Exhibit "D".

(d) Additional assessments have become due, or will become due, subsequent to the recording of Plaintiff's above-mentioned Claim of Lien and said Defendant(s) are obligated to pay any additional regular and special assessments to Plaintiff pursuant to Section 718.116, Florida Statutes, and the Declaration.

(e) Plaintiff is entitled to a reasonable rental for the subject unit, from the date of recording of Plaintiff's Claim of Lien, if Plaintiff's Claim of Lien is foreclosed, pursuant to Section 718.116, Florida Statutes, and the involved Declaration.

8. Notice of said Lien and intention to foreclose thereon was sent by Certified Mail, Return Receipt Requested, and a copy by regular U.S. Mail to the Defendant(s) on or about August 8, 2025, a copy being attached hereto as Plaintiff's Exhibit "E".

9. As a direct result of the Defendant(s) failure to pay said regular and special assessments as they fell due, Plaintiff has been forced to retain legal counsel and to pay said

counsel a reasonable fee for services incurred herein and said amount is recoverable from the Defendant(s) pursuant Section 718.116, Florida Statutes, and to the Declaration.

**WHEREFORE**, Plaintiff demands that this Court enter its Final Judgment against the Defendant(s), foreclosing the Plaintiff's Claim of Lien in the amount of \$10,889.87, plus any and all regular and special assessments coming due after the date of recording said Lien, together with late fees, costs, interest, reasonable rental from the date of recording Plaintiff's Claim of Lien and reasonable attorney fees and, further, that this Court adjudge that the Plaintiff has a lien upon all similar lands, premises and improvements described herein, superior to any right, title, claim of interest of the Defendant(s) for the amount adjudged to be due and owing from Defendant(s) to Plaintiff and, in the event that same is adjudged to be due and the Plaintiff is not paid within the time limits set by such Final Judgment and, should a deficiency arise, that Plaintiff be granted a Judgment for such amount against the Defendant(s).

## **COUNT II**

Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 6 above and further alleges:

10. Defendant(s), pursuant to Section 718.116, Florida Statutes, and the involved Declaration of Condominium Article XV, as amended (Exhibit "A"), are obligated to pay to Plaintiff monthly maintenance assessments and special assessments which are assessed by the Plaintiff against the subject unit herein.

11. Defendant(s), pursuant to Section 718.116, Florida Statutes, and the involved Declaration of Condominium, Article XV, as amended (Exhibit "A"), are obligated to pay to Plaintiff late fees and interest on maintenance assessments and special assessments which are assessed against the subject unit herein and which are not paid on or before due dates for

said assessments.

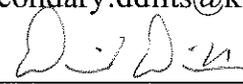
12. Defendant(s) failed and refused to pay certain assessments, late fees and interest thereon, which have been assessed against the subject unit herein, with interest on said amounts accruing at the rate of 18% per annum.

13. As a direct result of the Defendant(s) failure to pay said assessments as they fell due, Plaintiff has been forced to retain legal counsel and to pay said counsel a reasonable fee for services incurred herein and said amount is recoverable from the Defendant(s) pursuant Section 718.116, Florida Statutes, and to the Declaration.

**WHEREFORE**, Plaintiff demands judgment for damages against the Defendant(s), plus pre-judgment interest on a liquidated sum, late fees, costs and reasonable attorney fees.

DATED this 11 day of December, 2025.

KAYE BENDER REMBAUM, P.L.  
1200 Park Central Boulevard South  
Pompano Beach, Florida 33064  
(954) 928-0680  
Primary:efilings@kbrlegal.com  
Secondary:ddilts@kbrlegal.com

By: 

David M. Dilts, Esquire  
Florida Bar Number: 68615

**This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for that purpose.**

Patios of Boca Barwood

XV, as amended

(additions indicated by underlining, deletions by "-----",  
and unaffected language by . . .)

1. AMENDMENT TO ARTICLE XV(B) OF THE DECLARATION OF CONDOMINIUM.

XV COMMON EXPENSES AND ASSESSMENTS

B. Assessments.

Assessments shall be made and determined as provided herein and in the other Condominium Documents. Annual Assessments shall be payable in monthly installments or in such other installments as the Board may determine and shall notice to apartment owners in writing (the "Assessment Payment Method").

(1) The record owners of each apartment shall be personally liable, jointly and severally, to the Association for the payment of Annual Assessments and any Special Assessments levied by the Association and for all costs of collecting delinquent Assessments, plus interest and reasonable attorney fees, plus a mandatory late fee of twenty-five (\$25.00) Dollars for each month an assessment is due and remains unpaid, as hereinafter provided. In the event of default in the payment of an installment under the Assessment Payment Method used by the Board or a default in payment of a Special Assessment, the Board may accelerate remaining installments of the Annual Assessment upon notice thereof to the apartment owner in default, whereupon, the entire unpaid balance of the Annual Assessment shall become due upon the date stated in the notice (which date shall not be less than ten (10) days after the date of the notice). In the event any Special Assessment, installment under the Assessment Payment Method or accelerated Annual Assessment is not paid within twenty (20) days after their respective due dates, the Association, through the Board, may proceed to enforce and collect the said Assessments against the apartment owner owing the same in any manner provided for by the Act, including foreclosure and sale of the apartment.

(2) In connection with Assessments, the Association shall have all of the powers, rights, privileges and legal remedies provided for by the Act, specifically including a lien upon each apartment for any unpaid Assessment and interest thereon owed by the apartment owner of such apartment, together with reasonable attorney's fees incurred by the Association prior to any litigation and at all trial and appellate levels which are incident to the collection of such Assessments or the enforcement of such lien. In addition, the

B4840 P1921

LAW OFFICES

BECKER, POLIAROFF & STREITFELD, P.A. 5500 N. ANDREWS AVENUE • POST OFFICE BOX 9007 • FT. LAUDERDALE, FLORIDA 33307  
TELEPHONE (305) 776-1500

Exhibit

A

Association shall have a lien upon such Apartment for unpaid late fees levied in accordance with this Declaration. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest per annum rate permitted by law.

2. AMENDMENT TO ARTICLE VI OF THE BY-LAWS.

ARTICLE VI

Directors

6.2 Election of Directors shall be conducted in the following manner:

(d) Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled for the entire unexpired term by a vote of the remaining Directors.

(e) Any Director may be removed or recalled by concurrence of two-thirds (2/3) of the vote of the condominium owners present at a special meeting called for that purpose. The vacancy in the Board of Directors so created shall be filled for the entire unexpired term by a vote of the members.

6.4 ~~The term of each Director's service, subject to the provisions of 6.2(e) and 6.2(f) and 6.3 above, shall extend until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.~~

(a) The term of each Director's service, shall extend for two (2) years or until he is removed in the manner elsewhere provided.

(b) The term of office shall be staggered. The first Board of Directors elected pursuant to these amended By-Laws shall designate fifty (50) percent plus one (1) Director as holders of two (2) year terms and designate fifty (50) percent less one (1) Director as holders of one (1) year terms. Such designation shall occur at the organization meeting pursuant to the provisions of 6.5 below. The Directors shall have sole discretion in determining the criterion for designation.

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LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A. 5100 N. ANDREWS AVENUE • SUITE 1001 • BOCA RATON, FLORIDA 33433  
TELEPHONE (305) 75-7500

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E. The Board of Directors of the Association may enter into a contract with any firm, person, or corporation, with other condominium associations and entities in contracting for the maintenance and repair of the condominium property.

XV COMMON EXPENSES AND ASSESSMENTS

A. Common Expenses.

The Association, by its Board, shall prepare and adopt an annual budget for the operation and management of the Association and this condominium (the "Budget") in accordance with the By-Laws. Except as otherwise provided in the By-Laws, the Common Expenses shall be estimated in the Budget and shall be allocated to each apartment owner based upon each apartment owner's share of Common Expenses which allocated sum shall be assessed as the "Annual Assessment". Notwithstanding the above stated method of allocation, however, the apartment owners shall be obligated to pay in addition to the Annual Assessment, such special assessments ("Special Assessments") as shall be levied by the Board against their apartment or apartments either as a result of (a) extraordinary items of expense; (b) the failure or refusal of other apartment owners in the condominium to pay their Annual Assessment; or (c) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

B. Assessments.

Assessments shall be made and determined as provided herein and in the other Condominium Documents. Annual Assessments shall be payable in monthly installments or in such other installments as the Board may determine and shall notice to apartment owners in writing (the "Assessment Payment Method").

(1) The record owners of each apartment shall be personally liable, jointly and severally, to the Association for the payment of Annual Assessments and any Special Assessments levied by the Association and for all costs of collecting delinquent Assessments, plus interest and reasonable attorney's fees as hereinafter provided. In the event of default in the payment of an

installment under the Assessment Payment Method used by the Board or a default in payment of a Special Assessment, the Board may accelerate remaining installments of the Annual Assessment upon notice thereof to the apartment owner in default, whereupon, the entire unpaid balance of the Annual Assessment shall become due upon the date stated in the notice (which date shall not be less than ten (10) days after the date of the notice). In the event any Special Assessment, installment under the Assessment Payment Method or accelerated Annual Assessment is not paid within twenty (20) days after their respective due dates, the Association, through the Board, may proceed to enforce and collect the said Assessments against the apartment owner owing the same in any manner provided for by the Act, including foreclosure and sale of the apartment.

(2) In connection with Assessments, the Association shall have all of the powers, rights, privileges and legal remedies provided for by the Act, specifically including a lien upon each apartment for any unpaid Assessment and interest thereon owed by the apartment owner of such apartment, together with reasonable attorney's fees incurred by the Association prior to any litigation and at all trial and appellate levels which are incident to the collection of such Assessments or the enforcement of such lien. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest per annum rate permitted by law.

(3) It is specifically acknowledged that the provisions of Section 718.116(6), 1978 of the Act are applicable to this condominium, and further, in the event an Approved Institutional Mortgagee acquires title to an apartment by a Deed in Lieu of foreclosure, such Approved Institutional Mortgagee, its successors and assigns, shall not be liable for accrued Assessments or Common

Expenses which became due prior to such acquisition of title, unless such accrued Assessment is secured by a claim of lien for Assessments that is recorded prior to the recording of the mortgage for which a Deed is given in lieu of foreclosure. Assessments that are not secured by a claim of lien recorded prior to the recording of the mortgage for which a Deed is given in lieu of foreclosure shall be cancelled as to such apartment, effective with the passage of title to such mortgagee.

(4) No lien for Assessments under the Act or under the Condominium Documents shall be effective until recorded amongst the Public Records of Palm Beach County, Florida.

C. It is specifically acknowledged and provided that the Developer hereby guarantees that the assessment charges provided for in the disclosure materials given to each purchaser are in effect for the period during which the Developer has a condominium apartment for sale in the ordinary course of business, or until Developer elects to pay its pro rata share of the common expenses, whichever shall first occur. The budget guarantee terminates when the Developer no longer has apartments for sale in the ordinary course of business or Developer elects to pay its pro rata share of the common expenses, whichever shall first occur. The assessments are estimates only of the annual assessment set forth in the disclosure materials. The Developer is not paying any assessments for apartments which it owns, however, the Developer guarantees that during the period above described, the assessments for common expenses of the condominium imposed upon the apartment owners other than the Developer should not increase over the stated dollar amount set forth in the disclosure materials, and the Developer hereby obligates himself to pay any amount of actual operating expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from the other apartment owners. Thereafter, Developer and other apartment owners will be assessed for common expenses upon the apartments

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owned by them in the manner provided herein and in the By-Laws of the condominium. Provided, however, in no event shall Developer be assessed any amounts in excess of his pro rata share of the actual operating expenses incurred by the Association.

#### XVI INSURANCE

The insurance, other than title insurance that shall be carried upon the condominium property and the insurance on the property of the apartment owners, shall be governed by the following provisions:

A. Purchase; Named Insured; Custody and Payment of Policies.

(1) Purchase. All insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(2) Named insured. The named insured shall be the Association individually and as agent for the owners of apartments covered by the policy without naming them, and shall include mortgagees listed in the roster of mortgagees who hold mortgages upon apartments covered by the policy whether or not the mortgagees are named.

(3) Apartment owners. Apartment owners must obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

(4) Custody of policies and payment of proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the insurance trustee designated by the Board of Directors of the Association, and all policies and endorsements on them shall be deposited with the insurance trustee.

B. Coverage.

(1) Casualty. All buildings and improvements upon the LAND shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost.

**Patios of Boca Barwood Condominium Assn Inc**

c/o Benchmark Property Mgmt

7932 Wiles Road

Coral Springs, FL 33067

954-344-5353

02/28/2025

PA-0002-2505-02

Francois Brunet & Micaela Saint-Louis Brunet

9260 SW 14 Street #2505

Boca Raton, FL 33428

**NOTICE OF LATE ASSESSMENT**

**RE: Patios of Boca Barwood Condominium Assn Inc**

**Property Address: 9260 SW 14 Street #2505**

**Account Number: [REDACTED]**

Dear Owner:

The following amounts are currently due on your account to Patios of Boca Barwood Condominium Assn Inc (the "Association"), and must be paid within thirty (30) days of the date of this letter. This letter shall serve as the Association's notice of its intent to proceed with further collection action against your property no sooner than thirty (30) days of the date of this letter, unless you pay in full the amount set for on the enclosed ledger.

Current outstanding balance: \$3,155.00

\*Interest accrues at the rate of 18 percent per annum. If the total outstanding is paid within thirty (30) days of the date of this letter no interest will be charged. If such payment is not made within thirty (30) days of the date of this letter, interest will be charged beginning with the initial date of delinquency based upon the rate of 18 percent per annum and shall continue to accrue at such rate.

EXHIBIT

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If you have any questions please call our office at the number listed above or send an email inquiry to [mypayments@benchmarkpm.com](mailto:mypayments@benchmarkpm.com).

Please help us to avoid unpleasant and costly collection procedures by submitting your check in the amount of \$3,155.00 within the above specified time frame. Please make your check payable to: **Patios of Boca Barwood Condominium Assn Inc**

Please mail your payment to: P.O. Box 669366  
Miami, FL 33166-9366

Respectfully,

The Board of Directors  
Patios of Boca Barwood Condominium Assn Inc

NOT A CERTIFIED COPY

Resident Transactions

**Patios of Boca Barwood Condominium Assn Inc**

**Property Address: 9260 SW 14 Street #2505**

**Francois Brunet & Micaela Saint-Louis Brunet**

Type	Date	CC	Description	Check No	Amount	Balance
	02/28/2024		Beginning Balance			0.00
Chg	03/01/2024	AM	Assessment-Monthly		894.00	894.00
Pay	03/01/2024		Lckbx Pmt	00000001	-894.00	0.00
Chg	04/01/2024	AM	Assessment-Monthly		894.00	894.00
Pay	04/01/2024		Lckbx Pmt	00000001	-894.00	0.00
Chg	05/01/2024	AM	Assessment-Monthly		894.00	894.00
Pay	05/01/2024		Lckbx Pmt	00000001	-894.00	0.00
Chg	06/01/2024	AM	Assessment-Monthly		894.00	894.00
Pay	06/03/2024		Lckbx Pmt	00000001	-894.00	0.00
Chg	07/01/2024	AM	Assessment-Monthly		894.00	894.00
Pay	07/01/2024		Lckbx Pmt	00000001	-894.00	0.00
Chg	08/01/2024	AM	Assessment-Monthly		894.00	894.00
Pay	08/01/2024		Lckbx Pmt	00000001	-894.00	0.00
Chg	09/01/2024	AM	Assessment-Monthly		894.00	894.00
Pay	09/03/2024		Lckbx Pmt	00000001	-894.00	0.00
Chg	09/15/2024	SA	Special Assessment		1,040.00	1,040.00
Chg	10/01/2024	AM	Assessment-Monthly		894.00	1,934.00
Pay	10/01/2024		Lckbx Pmt	00000001	-894.00	1,040.00
Chg	10/15/2024	SA	Special Assessment		1,040.00	2,080.00
Chg	11/01/2024	AM	Assessment-Monthly		894.00	2,974.00
Pay	11/01/2024		Lckbx Pmt	00000001	-894.00	2,080.00
Chg	12/01/2024	AM	Assessment-Monthly		894.00	2,974.00
Pay	12/02/2024		Lckbx Pmt	00000001	-894.00	2,080.00
Chg	01/01/2025	AM	Assessment-Monthly		1,152.00	3,232.00
Pay	01/02/2025		Lckbx Pmt	00000001	-1,152.00	2,080.00
Chg	02/01/2025	AM	Assessment-Monthly		1,152.00	3,232.00
Pay	02/03/2025		Lckbx Pmt	00000001	-1,152.00	2,080.00
Chg	02/15/2025	SA	Special Assessment		1,040.00	3,120.00
Chg	02/28/2025	LL	Late Letter Cost		35.00	3,155.00
	02/28/2025		Resident Balance			3,155.00

AFFIDAVIT OF MAILING OF NOTICE OF LATE ASSESSMENT

*Patios of Boca Barwood Condominium Assn Inc*

STATE OF FLORIDA )

) ss:

COUNTY OF BROWARD )

I, Angela Hadley, being agent of *Patios of Boca Barwood Condominium Assn Inc* (the "Association"), do hereby state and affirm as follows:

That I caused to be placed in the United States Mail postage paid, first class, on the 27 day of February, 2025, the Notice of Late Assessment attached hereto as Exhibit "A" to *Francois Brunet & Micaela Saint-Louis Brunet* at *9260 SW 14 Street #2505 Boca Raton, FL 33428*

Signed: *Angela Hadley*

Print Name: Angela Hadley

Sworn to (or affirmed) and subscribed before me by means of  physical presence or

online notarization, this 14 day of April, 2025, by Angela Hadley, who is personally known to me or has produced identification.

My Commission Expires: June 7, 2027 BY: *[Signature]*



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

*Ani Glaser*

Printed Name of Notary Public

ROBERT L. KAYE, B.C.S.\*  
MICHAEL S. BENDER, B.C.S.\*  
JEFFREY A. REMBAUM, B.C.S.\*  
DEBORAH S. SUGARMAN  
ANDREW B. BLACK, B.C.S.\*  
PETER C. MOLLENGARDEN, B.C.S.\*  
GERARD S. COLLINS  
JEFFREY D. GREEN, B.C.S.\*\*  
EMILY E. GANNON  
DANIELLE M. BRENNAN, B.C.S.\*  
KERSTIN HENZE  
ALAN SCHWARTZSEID, B.C.S.\*  
LAUREN T. SCHWARZFELD  
JAY S. LEVIN  
STUART M. SMITH  
BENJAMIN L. HEYDLAUFF  
JOSEPH C. STAYANOFF  
ZACHARY S. MORSE  
CHRISTOPHER B. POSNER  
DAVID DLTS  
ANDREW D. FITZPATRICK  
CHARLES NIX  
LISA A. MAGILL, B.C.S.\*, OF COUNSEL

**KBR** Kaye Bender  
Rembaum, P.L.  
Attorneys At Law

MAIN OFFICE:  
1200 PARK CENTRAL BLVD SOUTH  
POMPANO BEACH, FL 33064  
TEL. (954) 928-0680  
FAX (954) 772-0319  
(800) 974-0680

WITH ADDITIONAL OFFICES IN:  
PALM BEACH GARDENS  
ORLANDO  
TAMPA  
MIAMI

*KBRLegal.Com*

\*BOARD CERTIFIED SPECIALIST IN  
CONDOMINIUM AND PLANNED  
DEVELOPMENT LAW

\*\*BOARD CERTIFIED SPECIALIST IN  
CONSTRUCTION LAW

April 22, 2025

**CERTIFIED MAIL NO: 9489 0090 0027 6395 2191 07**  
**RETURN RECEIPT REQUESTED**

Mr. Francois Brunet  
Mrs Micaela Saint- Louis Brunet  
9260 SW 14 Street #2505  
Boca Raton, Florida 33428

RE: THE PATIOS OF BOCA BARWOOD CONDOMINIUM ASSOCIATION,  
INC.  
OUR FILE NO.: 332.0027  
PROPERTY ADDRESS: 9260 SW 14 Street #2505  
Boca Raton, Florida 33428  
TOTAL OUTSTANDING: \$5,185.12

Dear Mr. and Mrs. Brunet:

This Firm represents THE PATIOS OF BOCA BARWOOD CONDOMINIUM ASSOCIATION, INC. (the "Association"). The Association has referred your delinquent assessments, as set forth below, to the undersigned for collection. To avoid complications or errors with your account, all inquiries and communication regarding this claim are to be directed to this Firm rather than to the Association until such time as your account is no longer in collections with this Firm.

As you should be aware, the Declaration of Condominium for The Patios of Boca Barwood, A Condominium (the "Declaration") provides that the Association may file a claim of lien against any unit that is delinquent in its assessments. Thereafter, the Association may foreclose on its lien. The Declaration also provides that attorneys' fees and costs incurred

EXHIBIT     C

Francois Brunet and Micaela Saint- Louis Brunet  
April 22, 2025  
Page 2

in the collection of delinquent assessments are the responsibility of the unit owner. Presently, the balance due and owing is computed on the attached account status report for your reference.

The following amounts are currently due on your account to the Association and must be paid within forty-five (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 forty-five (45) days after your receipt of this letter, unless you pay in full the amounts set forth below:

Maintenance due from 10/01/2024 through 04/01/2025	\$	7,290.00
Special Assessment due from	\$	4,160.00
Late fee	\$	25.00
Interest through 04/22/2025	\$	276.98
Certified mail charges	\$	8.16
Other costs	\$	289.98
Attorneys fees	\$	425.00
Less payments received	\$	(7,290.00)
<b>TOTAL OUTSTANDING</b>	<b>\$</b>	<b>5,185.12</b>

Interest accrues at the rate of 18% per annum.

In order to avoid any additional legal fees, interest and court costs, we encourage your cooperation in paying the delinquency plus the expense incurred by the Association in the total amount of \$5,185.12 within forty-five (45) days. Your failure to pay the delinquency, fees and cost will result in a lien filed against your unit without further notice.

Please make your payment payable to **Kaye Bender Rembaum, P.L. Trust Account**, and mail to:

**KAYE BENDER REMBAUM, P.L.**  
**1200 Park Central Boulevard South**  
**Pompano Beach, Florida 33064**  
**(800) 974-0680**

**\*\*PAYMENTS ARE ONLY ACCEPTED IN THE POMPANO BEACH OFFICE \*\***  
**PAYMENTS WILL NOT BE ACCEPTED IN**  
**PALM BEACH GARDENS, ORLANDO OR TAMPA**

KAYE BENDER REMBAUM, P.L.

---

Any questions concerning this matter should be directed to the Firm listed above.

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT WE ARE REQUIRED TO INFORM YOU OF THE FOLLOWING:**

**UNLESS YOU, WITHIN THIRTY (30) DAYS AFTER YOUR RECEIPT OF THIS NOTICE, DISPUTE THE VALIDITY OF THIS DEBT, OR ANY PORTION THEREOF, WE WILL ASSUME THE DEBT TO BE VALID.**

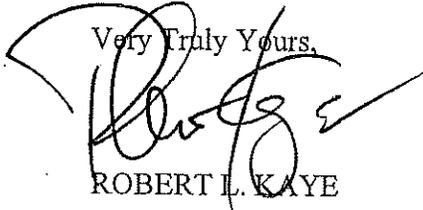
**IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THIRTY (30) DAYS AFTER YOUR RECEIPT OF THIS NOTICE THAT THE DEBT, OR ANY PORTION THEREOF, IS DISPUTED, WE WILL OBTAIN VERIFICATION OF THE DEBT OR A COPY OF A JUDGMENT AGAINST YOU AND A COPY OF SUCH VERIFICATION OR JUDGMENT WILL BE MAILED TO YOU BY THIS OFFICE.**

**UPON YOUR WRITTEN REQUEST WITHIN THIRTY (30) DAYS OF YOUR RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CREDITOR NAMED ABOVE.**

**THIS IS AN ATTEMPT TO COLLECT A DEBT ON BEHALF OF THE ABOVE REFERENCED ASSOCIATION AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

PLEASE GOVERN YOURSELF ACCORDINGLY.

Very Truly Yours,



ROBERT L. KAYE

RLK/vb

Enclosures

cc: Board of Directors  
Addressee (Sent by Regular Mail)

# KAYE BENDER REMBAUM

## ACCOUNT STATUS

4/22/2025

BRUNET , FRANCOIS  
SAINT- LOUIS BRUNET , MICAELA

ASSOCIATION PATIOS OF BOCA BARWOOD CLIENT ID# 332.0027

UNIT # 35532

STATUS COLLECTIONS

ADDRESS 9260 SW 14 STREET #2505, BOCA RATON, FLORIDA 33428

ATTORNEY INTEREST RATE 18.00

DATE	CHARGE TYPE	ASSESSMENT	INTEREST	LATE FEES	ATTY FEES	COSTS	APPLIED	LINE BALANCE
09/15/24	S/A	1,040.00	10.57	0.00	0.00	0.00	1,050.57	0.00
10/01/24	R	894.00	16.41	0.00	0.00	0.00	910.41	0.00
10/15/24	S/A	1,040.00	30.09	0.00	0.00	0.00	1,070.09	0.00
11/01/24	R	894.00	29.44	0.00	0.00	0.00	923.44	0.00
12/01/24	R	894.00	28.22	0.00	0.00	0.00	922.22	0.00
01/01/25	R	1,152.00	33.42	0.00	0.00	0.00	1,185.42	0.00
02/01/25	R	1,152.00	34.01	0.00	0.00	0.00	1,118.43	67.58
02/15/25	S/A	1,040.00	33.85	0.00	0.00	0.00	23.08	1,050.77
02/28/25	ADMIN	0.00	0.00	0.00	0.00	35.00	35.00	0.00
03/01/25	R	1,152.00	29.55	0.00	0.00	0.00	17.62	1,163.93
03/15/25	S/A	1,040.00	19.49	0.00	0.00	0.00	8.72	1,050.77
04/01/25	R	1,152.00	11.93	25.00	0.00	0.00	25.00	1,163.93
04/22/25	BPM FE	0.00	0.00	0.00	0.00	250.00	0.00	250.00
04/22/25	O	0.00	0.00	0.00	425.00	13.14	0.00	438.14
<b>TOTAL</b>								
CHARGES		\$11,450.00	\$276.98	\$25.00	\$425.00	\$298.14		\$12,475.12
APPLIED		\$6,999.11	\$230.89	\$25.00	\$0.00	\$35.00	\$7,290.00	
BALANCE		\$4,450.89	\$46.09	\$0.00	\$425.00	\$263.14		\$5,185.12

**BALANCE DUE \$5,185.12**

**PAYMENT-HISTORY:**

DATE	PAYMENTS TYPE	CHECK#
10/01/24	\$894.00 A	00000001
11/01/24	\$894.00 A	00000001
12/02/24	\$894.00 A	00000001
01/02/25	\$1,152.00 A	00000001
02/03/25	\$1,152.00 A	00000001
03/03/25	\$1,152.00 A	00000001
04/01/25	\$1,152.00 A	00000001

**\$7,290.00 TOTAL ASSOCIATION RECEIVED**

**\$0.00 TOTAL RECEIVED INTO TRUST**

**\$7,290.00 GRAND TOTAL RECEIVED**

THIS INSTRUMENT PREPARED BY  
AND PLEASE RECORD AND RETURN TO:

ANDREW B. BLACK  
KAYE BENDER REMBAUM, P.L.  
1200 Park Central Boulevard South  
Pompano Beach, Florida 33064

CLAIM OF LIEN FOR ASSESSMENTS

KNOW ALL MEN BY THESE PRESENTS, THAT:

BEFORE ME, the undersigned authority, personally appeared Fredericka Coche, Agent for THE PATIOS OF BOCA BARWOOD CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation of Palm Beach County, Florida whose post office address is c/o Benchmark Property Management Inc., 7932 Wiles Road, Coral Springs, FL 33067, and that pursuant to the Declaration of Condominium for The Patios of Boca Barwood, A Condominium claims this lien against the following property:

Condominium Apartment No. 2505, of The Patios of Boca Barwood, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 3249, Page 54, et. Seq. of the Public Records of Palm Beach County, Florida and all Amendments thereto.

The record owner(s) of such property is: FRANCOIS BRUNET AND MICAELA SAINT-LOUIS BRUNET, HUSBAND AND WIFE.

This Claim of Lien is to secure the payment of amounts owed against the owner(s) as of this date, as follows:

Special Assessments due 9/15/2024 through 3/15/2025 at 1,040.00 per month	\$4,160.00
Maintenance due 10/01/2024 through 12/01/2024 at \$894.00 per month.	\$2,682.00
Maintenance due 1/01/2025 through 8/01/2025 at \$1,152.00 per month.	\$9,216.00
*Interest through <u>8-08-25</u>	\$ <u>632.89</u>
Late Fees	\$75.00
Certified and Regular Mail	\$18.50
Recording Costs Deed Search Copies	\$35.48
Management Company Administrative Fees	\$285.00
Attorneys Fees Claimed	\$1,075.00
Less Payment(s) made as of the date of the this Claim of Lien	<u>(\$7290.00)</u>
TOTAL OUTSTANDING	<u>\$10,889.87</u>

\*Interest accrues at the rate of 18% per annum

The Claim of Lien secures all unpaid assessments that are due and that may accrue subsequent to the recording of the Claim of Lien, as well as interest, late charges and reasonable costs and attorneys fees, less any payments received.

Dated this 7<sup>th</sup> day of August, 2025.

WITNESSES:

Suzette Casco

Witness Signature

Suzette Casco

Print Witness Name

THE PATIOS OF BOCA BARWOOD  
CONDOMINIUM ASSOCIATION, INC.

BY: [Signature]  
FREDERICKA COCHE  
Print Name & Title

Witness Address: BENCHMARK PROPERTY  
MANAGEMENT, INC.  
7932 WILES ROAD  
CORAL SPRINGS, FL 33067

Witness Signature

Sandra Vasquez

Print Witness Name

Address BENCHMARK PROPERTY  
MANAGEMENT, INC.  
7932 WILES ROAD  
CORAL SPRINGS, FL 33067

Witness Address: BENCHMARK PROPERTY  
MANAGEMENT, INC.  
7932 WILES ROAD  
CORAL SPRINGS, FL 33067

STATE OF FLORIDA

: ss

COUNTY OF BROWARD :

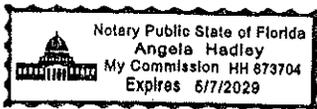
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 7<sup>th</sup> day of August, 2025, by Fredericka Coche as Agent for THE PATIOS OF BOCA BARWOOD CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath/

My Commission Expires:

BY:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE

ANGELA LADLEY  
Printed Name of Notary Public



EXHIBIT

D

ROBERT L. KAYE, B.C.S.\*  
MICHAEL S. BENDER, B.C.S.\*  
JEFFREY A. REMBAUM, B.C.S.\*  
DEBORAH S. SUGARMAN  
ANDREW B. BLACK, B.C.S.\*  
PETER C. MOLLENGARDEN, B.C.S.\*  
JEFFREY D. GREEN, B.C.S.\*\*  
EMILY E. GANNON  
DANIELLE M. BRENNAN, B.C.S.\*  
KERSTIN HENZE  
ALAN SCHWARTZSEID, B.C.S.\*  
LAUREN T. SCHWARZFELD  
JAY S. LEVIN  
STUART M. SMITH  
BENJAMIN L. HEYDLAUFF  
JOSEPH C. STAYANOFF  
ZACHARY S. MORSE  
CHRISTOPHER B. POSNER  
DAVID DILTS  
ANDREW D. FITZPATRICK  
CHARLES NIX  
BLAKE T. PUYA  
LISA A. MAGILL, B.C.S.\*, OF COUNSEL

**KBR** Kaye Bender  
Rembaum, P.L.  
Attorneys At Law

MAIN OFFICE:  
1200 PARK CENTRAL BLVD SOUTH  
POMPANO BEACH, FL 33064  
TEL. (954) 928-0680  
FAX (954) 772-0319  
(800) 974-0680

WITH ADDITIONAL OFFICES IN:  
PALM BEACH GARDENS  
ORLANDO  
TAMPA  
MIAMI

*KBRLegal.Com*

\*BOARD CERTIFIED SPECIALIST IN  
CONDOMINIUM AND PLANNED  
DEVELOPMENT LAW

\*\*BOARD CERTIFIED SPECIALIST IN  
CONSTRUCTION LAW

August 8, 2025

**CERTIFIED MAIL NO: 9489 0090 0027 6714 4566 65**  
**RETURN RECEIPT REQUESTED**

Francois Brunet and Micaela Saint- Louis Brunet  
9260 SW 14 Street #2505  
Boca Raton, Florida 33428

RE: THE PATIOS OF BOCA BARWOOD CONDOMINIUM  
ASSOCIATION, INC.  
OUR FILE NO.: 332.0027  
PROPERTY ADDRESS: 9260 SW 14 Street #2505  
Boca Raton, Florida 33428  
**TOTAL OUTSTANDING: \$10,889.87**

Dear Mr. Brunet and Mrs. Saint- Louis Brunet:

This letter is to inform you a Claim of Lien, copy enclosed, has been filed against your property because you have not paid the regular maintenance and/or special assessment to THE PATIOS OF BOCA BARWOOD CONDOMINIUM ASSOCIATION, INC. The Association intends to foreclose the lien and collect the unpaid amount within forty-five (45) days of this letter being provided to you.

You owe the interest accruing from September 2024 to the present. As of the date of this letter, the total amount due with interest and late fees is **\$10,889.87**. All costs of any action and interest from this day forward will also be charged to your account.

To satisfy the amount owed and have the claim of lien removed from the Public Records, you must pay **\$10,889.87** within forty-five (45) days of this letter being provided

EXHIBIT

E

Francois Brunet and Micaela Saint- Louis Brunet  
August 8, 2025  
Page 2

to you. Upon receipt of payment, the Firm will prepare and record a Release of Lien in the Public Records. To avoid complications or errors with your account, all inquiries and communications regarding this claim must be directed to this Firm rather than to the Association until such time as your account is no longer in collections with the Firm. A copy of your account status report reflecting same is enclosed for your review and reference.

Please make your payment payable to **Kaye Bender Rembaum, P.L., Trust Account**, and mail to:

**KAYE BENDER REMBAUM, P.L.**  
1200 Park Central Boulevard South  
Pompano Beach, Florida 33064  
(800) 974-0680

**\*\*PAYMENTS ARE ONLY ACCEPTED IN THE POMPANO BEACH OFFICE \*\***  
**PAYMENTS WILL NOT BE ACCEPTED IN**  
**PALM BEACH GARDENS, ORLANDO OR TAMPA**

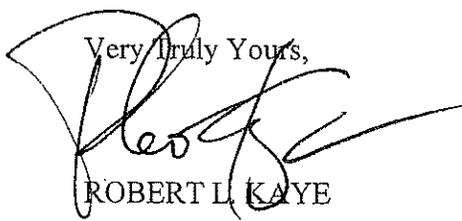
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Any questions concerning this matter should be directed to the Firm listed above.

**This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.**

PLEASE GOVERN YOURSELF ACCORDINGLY.

Very Truly Yours,



ROBERT L. KAYE

RLK/kt  
Enclosures

cc: Board of Directors  
Addressee (Sent by Regular Mail)

KAYE BENDER REMBAUM, P.L.

# KAYE BENDER REMBAUM

ACCOUNT STATUS

8/8/2025

BRUNET , FRANCOIS  
SAINT- LOUIS BRUNET , MICAELA

ASSOCIATION PATIOS OF BOCA BARWOOD CLIENT ID# 332.0027

UNIT # 35532

STATUS COLLECTIONS

ADDRESS 9260 SW 14 STREET #2505, BOCA RATON, FLORIDA 33428

ATTORNEY INTEREST RATE 18.00

DATE	CHARGE TYPE	ASSESSMENT	INTEREST	LATE FEES	ATTY FEES	COSTS	APPLIED	LINE BALANCE
09/15/24	S/A	1,040.00	10.57	0.00	0.00	0.00	1,050.57	0.00
10/01/24	R	894.00	16.41	0.00	0.00	0.00	910.41	0.00
10/15/24	S/A	1,040.00	30.09	0.00	0.00	0.00	1,070.09	0.00
11/01/24	R	894.00	29.44	0.00	0.00	0.00	923.44	0.00
12/01/24	R	894.00	28.22	0.00	0.00	0.00	922.22	0.00
01/01/25	R	1,152.00	33.42	0.00	0.00	0.00	1,185.42	0.00
02/01/25	R	1,152.00	35.98	0.00	0.00	0.00	1,143.43	44.55
02/15/25	S/A	1,040.00	89.24	0.00	0.00	0.00	23.08	1,106.16
02/28/25	ADMIN	0.00	0.00	0.00	0.00	35.00	35.00	0.00
03/01/25	R	1,152.00	90.91	0.00	0.00	0.00	17.62	1,225.29
03/15/25	S/A	1,040.00	74.88	0.00	0.00	0.00	8.72	1,106.16
04/01/25	R	1,152.00	73.29	0.00	0.00	0.00	0.00	1,225.29
04/22/25	BPM FE	0.00	0.00	0.00	0.00	250.00	0.00	250.00
04/22/25	O	0.00	0.00	0.00	425.00	13.14	0.00	438.14
05/01/25	R	1,152.00	56.24	25.00	0.00	0.00	0.00	1,233.24
06/01/25	R	1,152.00	38.63	25.00	0.00	0.00	0.00	1,215.63
07/01/25	R	1,152.00	21.59	25.00	0.00	0.00	0.00	1,198.59
07/25/25	O	0.00	0.00	0.00	55.00	0.00	0.00	55.00
07/25/25	O	0.00	0.00	0.00	420.00	0.00	0.00	420.00
08/01/25	R	1,152.00	3.98	0.00	0.00	0.00	0.00	1,155.98
08/08/25	O	0.00	0.00	0.00	175.00	40.84	0.00	215.84
<b>TOTAL</b>								
<b>CHARGES</b>		\$16,058.00	\$632.89	\$75.00	\$1,075.00	\$338.98		\$18,179.87
<b>APPLIED</b>		\$7,024.11	\$230.89	\$0.00	\$0.00	\$35.00	\$7,290.00	
<b>BALANCE</b>		\$9,033.89	\$402.00	\$75.00	\$1,075.00	\$303.98		\$10,889.87

**BALANCE DUE \$10,889.87**

PAYMENT-HISTORY:

DATE	PAYMENTS	TYPE	CHECK#
10/01/24	\$894.00	A	00000001
11/01/24	\$894.00	A	00000001
12/02/24	\$894.00	A	00000001
01/02/25	\$1,152.00	A	00000001
02/03/25	\$1,152.00	A	00000001
03/03/25	\$1,152.00	A	00000001
04/01/25	\$1,152.00	A	00000001

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\$7,290.00 TOTAL ASSOCIATION RECEIVED

\$0.00 TOTAL RECEIVED INTO TRUST

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\$7,290.00 GRAND TOTAL RECEIVED

NOT A CERTIFIED COPY

THIS INSTRUMENT PREPARED BY  
AND PLEASE RECORD AND RETURN TO:

ANDREW B. BLACK  
KAYE BENDER REMBAUM, P.L.  
1200 Park Central Boulevard South  
Pompano Beach, Florida 33064

**CLAIM OF LIEN FOR ASSESSMENTS**

KNOW ALL MEN BY THESE PRESENTS, THAT:

BEFORE ME, the undersigned authority, personally appeared Fredericka Cucho, Agent for THE PATIOS OF BOCA BARWOOD CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation of Palm Beach County, Florida whose post office address is c/o Benchmark Property Management Inc., 7932 Wiles Road, Coral Springs, FL 33067, and that pursuant to the Declaration of Condominium for The Patios of Boca Barwood, A Condominium claims this lien against the following property:

Condominium Apartment No. 2505, of The Patios of Boca Barwood, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 3249, Page 54, et. Seq. of the Public Records of Palm Beach County, Florida and all Amendments thereto.

The record owner(s) of such property is: FRANCOIS BRUNET AND MICAELA SAINT-LOUIS BRUNET, HUSBAND AND WIFE.

This Claim of Lien is to secure the payment of amounts owed against the owner(s) as of this date, as follows:

Special Assessments due 9/15/2024 through 3/15/2025 at 1,040.00 per month	\$4,160.00
Maintenance due 10/01/2024 through 12/01/2024 at \$894.00 per month.	\$2,682.00
Maintenance due 1/01/2025 through 8/01/2025 at \$1,152.00 per month.	\$9,216.00
*Interest through <u>8-08-25</u>	\$ 632.89
Late Fees	\$75.00
Certified and Regular Mail	\$18.50
Recording Costs Deed Search Copies	\$35.48
Management Company Administrative Fees	\$285.00
Attorneys Fees Claimed	\$1,075.00
Less Payment(s) made as of the date of the this Claim of Lien	<u>(\$ 7290.09)</u>
<b>TOTAL OUTSTANDING</b>	<b>\$10,889.87</b>

\*Interest accrues at the rate of 18% per annum

The Claim of Lien secures all unpaid assessments that are due and that may accrue subsequent to the recording of the Claim of Lien, as well as interest, late charges and reasonable costs and attorneys fees, less any payments received.

Dated this 7<sup>th</sup> day of August, 2025.

WITNESSES:

Suzette Casco  
Witness Signature  
Suzette Casco  
Print Witness Name

THE PATIOS OF BOCA BARWOOD  
CONDOMINIUM ASSOCIATION, INC.

Suzanne Vasquez  
Witness Signature  
Sandra Vasquez  
Print Witness Name

BY: [Signature]  
Fredericka Cucho  
Print Name & Title

Suzanne Vasquez  
Witness Signature  
Sandra Vasquez  
Print Witness Name

Address  
BENCHMARK PROPERTY  
MANAGEMENT, INC.  
7932 WILES ROAD  
CORAL SPRINGS, FL 33067

Suzanne Vasquez  
Witness Signature  
Sandra Vasquez  
Print Witness Name

STATE OF FLORIDA : ss  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 7<sup>th</sup> day of August, 2025, by Fredericka Cucho as AGENT for THE PATIOS OF BOCA BARWOOD CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath

My Commission Expires:

BY: [Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE  
ANGELA WATNEY  
Printed Name of Notary Public

