

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

CASE NO.:

VILLAGEWALK OF WELLINGTON
HOMEOWNERS ASSOCIATION, INC.,

Plaintiff,
vs.

HAIYAN LIU

Defendant.

**COMPLAINT FOR FORECLOSURE, DAMAGES,
PRE-JUDGMENT INTEREST, COSTS AND ATTORNEY'S FEES**

Plaintiff sues the Defendant HAIYAN LIU and states as follows:

GENERAL ALLEGATIONS

- 1) The Plaintiff is a homeowners association and a Florida not-for-profit corporation, operating pursuant to the provisions of Chapter 720 of the Florida Statutes and is located in PALM BEACH County, Florida.
- 2) The Defendant, HAIYAN LIU, is the record title owner of the following described real estate:

**Lot 954, Villagewalk of Wellington - Plat Five, according to the
Plat thereof recorded in Plat Book 102, Page 63, of the Public
Records of PALM BEACH County, Florida,**

whose property address is: 3124 Ushant Court, Wellington, FL 33414 (hereinafter described as the "Property").

- 3) The Defendant took title to the Property subject to the recorded Declaration of Covenants, Conditions and Restrictions governing VILLAGEWALK OF WELLINGTON HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Declaration").
- 4) By virtue of her property ownership, the Defendant is a member of VILLAGEWALK OF WELLINGTON HOMEOWNERS ASSOCIATION, INC.
- 5) The Declaration gives the Plaintiff the power to make and collect regular and special

assessments for common expenses against the property in and the members of VILLAGEWALK OF WELLINGTON HOMEOWNERS ASSOCIATION, INC.

- 6) True and correct copies of relevant portions of the Declaration are attached hereto and expressly made a part hereof as Exhibit "A".
- 7) Plaintiff has performed all conditions precedent to the filing of this Complaint.
- 8) The Plaintiff has retained the undersigned attorneys to represent it in this action and has agreed to pay them a reasonable fee for their services.

COUNT I
[FORECLOSURE]

The Plaintiff realleges and readopts Paragraphs 1 through 8 of the GENERAL ALLEGATIONS with the same force and effect as if fully restated herein below.

- 9) This is an action to foreclose a Claim of Lien for homeowners regular and/or special assessments in accordance with the Declaration.
- 10) The Plaintiff has made regular and/or special assessments for common expenses against the Property.
- 11) The regular and/or special assessments levied against the Property have not been paid in full as they became due and payable.
- 12) The Plaintiff sent a 30-Day Late Notice to the Defendant as provided for in Chapter 720, Florida Statutes. A copy of the 30-Day Late Notice is attached hereto and expressly made a part hereof as Exhibit "B".
- 13) The Plaintiff, by and through its undersigned attorneys, sent a demand for payment and notice of intent to lien to the Defendant at her last known address, by certified mail, return receipt requested, and by regular mail. A true and correct copy of the demand for payment and notice of intent to lien is attached hereto and expressly made a part hereof as Exhibit "C".
- 14) Because the Defendant failed to make payment in full upon demand, the Plaintiff recorded a Claim of Lien against the Property, in order to secure payment of said unpaid regular and/or special assessments.

15) The Plaintiff's Claim of Lien was recorded October 10, 2025, and affects real property located in PALM BEACH County, Florida. The Claim of Lien can be found in the Public Records of PALM BEACH County, Florida, in Official Record Book 36058 at Page 1409. A true and correct copy of the recorded Claim of Lien, as well as the Plaintiff's 45 day notice to the Defendant of its intent to foreclose said Claim of Lien are attached hereto and expressly made a part hereof as Exhibit "D".

16) Because the regular and/or special assessments secured by the Claim of Lien have not been paid in full, the Plaintiff is entitled to foreclose its Claim of Lien.

17) The Declaration and/or Chapter 720, Florida Statutes, as well as the Claim of Lien, provide that, a Claim of Lien shall secure all unpaid regular and/or special assessments, accrued interest, late fees as may be authorized, and all costs of collecting the delinquent regular and/or special assessments, including the Plaintiff's reasonable attorney's fees which are due, and all such amounts which may accrue subsequent to the recording of the Claim of Lien and prior to the entry of the final judgment of foreclosure, and that the Plaintiff's Claim of Lien secures payment of said amounts.

WHEREFORE, Plaintiff respectfully requests that the Court:

- A. Take jurisdiction of this cause and of the parties to this action.
- B. Ascertain the amount of money including interest, expenses and costs, and attorney's fees which the Plaintiff is entitled to recover in this action from the Defendant.
- C. Order that the Plaintiff be decreed to have a lien upon the Property of the Defendant, as described herein, for the sum of money found to be due, and that said lien be decreed superior to the right, title and interest of the Defendant.
- D. Order that the Plaintiff's lien be foreclosed in accordance with the Declaration and the established rules and practices of the Court, and that upon default of the payment to the Plaintiff of the amounts due, that said Property be sold by the Clerk of Court to satisfy the Plaintiff's lien; and, if the proceeds of said sale are insufficient to satisfy the Plaintiff's judgment, that a

deficiency judgment be entered against the Defendant for the sum remaining unpaid which sum may be reduced or even eliminated if the Defendant has a bankruptcy discharge, with or without an abandonment of the Unit.

E. Incorporate in the Final Judgment of Foreclosure an Order dispossessing the Defendant, and requiring that the purchaser at the foreclosure sale, his representatives or assigns, be let into possession of the Property.

F. Award such other and further relief to the Plaintiff as the Court deems proper.

COUNT II
[DAMAGES]

The Plaintiff realleges and readopts Paragraphs 1 through 8 of the GENERAL ALLEGATIONS with the same force and effect as if fully restated.

18) This is an action for damages against the Defendant to recover delinquent regular and/or special assessments, interest, late fees as may be authorized, costs and attorney fees.

19) In addition to the power to bring an action to foreclose its Claim of Lien against the Property, the Declaration also gives the Plaintiff the power to bring an action to recover a money judgment for unpaid regular and/or special assessments without waiving any Claim of Lien.

20) As of the date of the filing of the Claim of Lien, the Defendant failed to pay in full homeowners' regular and/or special assessments in the amount of \$5,262.00, plus accrued interest, late fees as may be authorized, costs and attorney's fees. Additional regular and/or special assessments, interest, late fees as may be authorized, costs and attorney's fees have accrued and will continue to accrue from that date.

21) Plaintiff will not seek to recover any regular and/or special assessment or any interest, late fees, costs or legal fees against a Defendant who has obtained a discharge of these amounts in a bankruptcy proceeding filed by the Defendant. However, Plaintiff will continue to seek recovery of any regular and/or special assessments or interest, late fees, costs or legal fees which have not been discharged.

WHEREFORE, the Plaintiff respectfully requests that the Court:

A. Ascertain the amount of regular and/or special assessments, interest, and late fees as may be authorized, which the Plaintiff is entitled to recover from the Defendant.

B. Award the Plaintiff judgment in the amount determined to be owing by the Defendant to the Plaintiff.

C. Award the Plaintiff its costs and reasonable attorney's fees incurred incident to collection of the amounts found to be due by the Defendant.

D. Award such other and further relief to the Plaintiff as the Court deems proper.

DATED this 18th day of December, 2025.

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By:/s/ Laurie G. Manoff
Laurie G. Manoff, Esquire
Florida Bar No. 897469
Attorney for the Plaintiff

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGEWALK OF WELLINGTON**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VILLAGEWALK OF WELLINGTON ("Declaration"), is made this _____ day of
_____, 20_____, by DIVOSTA AND COMPANY, INC., a Florida corporation,
("Developer").**

PART ONE - INTRODUCTION

**ARTICLE I
INTENT OF DEVELOPER**

1.1 Purpose and Intent. Developer is the owner of the real property described in Exhibit "A" attached to this Declaration, and incorporated herein by reference. This Declaration imposes upon the Properties (defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Properties, and establishes a flexible and reasonable procedure for the overall development, administration, maintenance, and preservation of the Properties.

1.2 Effect of Declaration. Developer desires that the property subjected to this Declaration and any additional property which may be subjected to this Declaration by a Subsequent Amendment (defined herein) shall be held, sold, used, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property subjected to this Declaration. The easements, covenants, conditions and restrictions found in this Declaration shall be binding on all persons or entities, and their heirs, successors, and assigns, having any right, title, or interest in the Properties, or any part thereof, subjected to this Declaration. This Declaration does not, and is not, intended to create a condominium within the meaning of Chapter 718, Florida Statutes.

**ARTICLE II
DEFINITIONS**

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

2.1. "Articles" shall mean the Articles of Incorporation of VillageWalk of Wellington Homeowners Association, Inc. as filed with the Florida Secretary of State, and attached as Exhibit "B".

2.2. "Assessment" means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Members (defined herein) of

EXHIBIT A

operation and maintenance of the Water Management System. The Association shall be responsible for owning, operating, maintaining, and monitoring all aspects of the Water Management System, including, without limitation, any wetland mitigation or monitoring which may be required by the South Florida Water Management District, the Municipality, and/or the County pursuant to any applicable permit. The Association shall be the entity responsible for: (i) assessing and collecting all fees, as Common Expenses, for the operation, maintenance, and, if necessary, the replacement of the Water Management System; and (ii) complying with all conditions of such permit including, without limitation, making all reports associated with the maintenance and monitoring of the Water Management System and any wetland mitigation monitoring. The Association shall be responsible for successfully completing the mitigation, maintenance, monitoring, and satisfaction of all applicable permit conditions of the Water Management System. Copies of the Water Management System permit and any future permit actions of the South Florida Water Management District shall be maintained as permanent records by the Association.

5.13. Commercial Common Areas. Portions of the Common Areas may be designated by the Association for commercial uses. The Commercial Common Areas will be owned and operated by the Association in perpetuity, but the Association may designate another Person or entity to lease or manage portions of Commercial Common Areas for the benefit of the Association. Where advisable, income, if any, from the leasing of portions of the Commercial Common Areas may be used to reduce the Common Expenses of the Association. The Commercial Common Areas shall be for the sole use of the Owners and residents of VillageWalk, and shall be located within a controlled access gate thereby making the Commercial Common Areas inaccessible to the general public.

ARTICLE VI ASSESSMENTS

6.1. Creation of Assessments. There are hereby created Assessments for Common Expenses as may from time to time specifically be authorized by the Board to be commenced at the time and in the manner set forth in this Article. There shall be three (3) types of Assessments: (a) Base Assessments to fund expenses for the benefit of all Members of the Association; (b) Neighborhood Assessments for expenses benefitting only Units within a particular Neighborhood; and (c) Special Assessments as described in paragraph 6.3. below.

A. Base Assessments shall be levied equally on all Units. Neighborhood Assessments shall be levied equally on all Units within the Neighborhood for whose benefit Common Expenses are incurred which benefit less than the Association as a whole. Special Assessments shall be levied as provided in paragraph 6.3. below. Each Owner, by acceptance of his or her deed is deemed to covenant and agree to pay these Assessments.

B. The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid as to any particular Unit. Such certificate shall be

conclusive evidence of payment to the Association of such Assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty (\$50.00) Dollars for the issuance of such certificate.

C. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Base Assessment for delinquent Members. Unless the Board otherwise provides, the Base Assessments shall be payable not less frequently than quarterly-annually in advance. Base Assessments shall be billed on the fifteenth day of December, March, June, and September of each year for Assessments due and payable on the first day of January, April, July, and October, respectively of each year. Quarterly Assessments not paid within thirty (30) days of their respective due dates will incur a late charge not to exceed Thirty (\$30.00) Dollars. Quarterly Assessments not paid within sixty (60) days of their respective due dates will incur a second late charge not to exceed Fifty (\$50.00) Dollars. Quarterly Assessments not paid within ninety (90) days of their respective due dates will incur an third late charge not to exceed Seventy (\$70.00) Dollars.

D. No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution of amount of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of the Municipality or other governmental authority.

E. The Developer shall be obligated for difference between the amount of Assessments levied on all Units on which Assessments have commenced, and which are subject to this Declaration as of the first day of any fiscal year, and the amount of actual expenditures required to operate the Association until the Transfer Date ("Shortfall Obligation"). The Shortfall Obligation lapses on the Transfer Date. So long as the Developer is obligated for the Shortfall Obligation, the Developer shall be exempted from any payment of any Assessments for Common Expenses and for any Capital Contributions (defined below). The Developer's obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with the Developer or other entities for the payment of some portion of the Common Expenses.

6.2. Computation of Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include and shall separately list Common Expenses and Neighborhood expenses, if any. The Board shall cause a copy of the budget and the

amount of assessments to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting of the Voting Members by a vote of Voting Members or their alternates representing at least a majority of the total Class "A" vote in the Association and the vote of the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Voting Members as provided for special meetings in the By-Laws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

The budget may include, without limitation, the following listed line items:

A. All expenses necessary to meet the Association's responsibility to maintain the Common Areas in accordance with the requirements of this Declaration. Including, by way of illustration and not as limitation, such Common Area expenses as: maintenance of the surface water management system, irrigation, landscape maintenance, fertilization, pest control, and the like, in a manner consistent with the Community-Wide Standard.

B. All charges levied for utility services to the Common Areas, whether supplied by a private or public firm including, without limitation, all charges for water, electricity, telephone, sewer, cable tv, and any other type of utility or service charge. Notwithstanding any provision to the contrary in this Declaration or in the By-Laws of the Association, bulk rate charges for cable television service or security monitoring service to Unit Owners may be assessed as Association Expenses, if the Association becomes a party to a single billing service for such services provided to all of the Owners.

C. The premiums on any policy or policies of insurance required under this Declaration, together with the costs of such other policies of insurance, as the Board, with the consent of the Unit Owners at any meeting thereof, shall determine to be in the best interest of the Association. As well as all expenses necessary to retain and continue to retain a leading institution in the County, having a trust department to act as "Insurance Trustee". The functions of the Insurance Trustee shall include holding all original policies purchased by the Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as shall be agreed upon.

D. The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, including the collection of sums owed by a particular Unit Owner. In addition, the Association may retain a managing company or contractors to assist in the

operations of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association's expense.

E. All taxes levied or assessed upon the Common Areas, by any and all taxing authorities, including all taxes, charges and assessments (including non-ad valorem assessments), imposition and liens for public improvements, special charges and assessments; and, in general, all taxes on personal property and improvements which are now and which hereinafter may be placed in the Common Area, including any interest penalties and other charges which may accrue on such taxes.

F. The costs to the Association to indemnify and save harmless Developer from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property in or about the Common Areas, if any, from and against all costs, counsel fees, expenses, liabilities occurring in and about such claim, the investigation thereof, or the defense at any level of any action or proceeding brought which may arise therein. Included in the foregoing provisions for indemnification are any expenses the Developer may be compelled to incur and bring suit for the purposes of enforcing rights thereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants, conditions and restrictions, contained in the Declaration to be kept and performed by the Association and/or the Owners, including the payment of Association expenses.

Included also is the cost to the Association to indemnify its officers and members of the Board for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder. Nothing in the provisions of this subparagraph shall require any Institutional Mortgagor to pay the Association expenses or portion thereof attributable to costs of the Association to indemnify and save harmless Developer in accordance with such paragraph. Any such Association expense shall be reallocated amongst the Unit Owners and not the Institutional Mortgagors.

G. The costs to establish an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas and the payment of other common expenses (the "capital contributions") in the amounts determined proper and sufficient by the Board, if any. Each owner acknowledges, understands and consents that capital contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such capital contributions or funds composed of the same.

6.3. Special Assessments.

A. The Association may levy a Special Assessment or Special Assessments; provided, such Assessment shall have the affirmative vote or written consent of Voting Members or their alternates representing at least fifty-one (51%) percent of the Class "A" vote in the Association, and the affirmative vote or written consent of the Class "B" Member, if such exists.

Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

B. The Association may levy a Special Assessment to obtain all sums necessary to repair, replace, construct or reconstruct ("repair") any buildings or improvements located in the Common Areas damaged by any casualty to the extent insurance proceeds are insufficient for repair. Any difference between the amount of insurance proceeds received on behalf of the Association with respect to repair and the actual cost of the repair ("repair sums") shall be a Common Expense for which the Association shall levy a Special Assessment against all Unit Owners to obtain the funds necessary to pay for such repair sums within ninety (90) days from the date such damage was incurred. The Association shall establish an account with an Institutional Mortgagor located in the County, and deposit into such account all repair sums and all insurance proceeds collected by the "Insurance Trustee" so that the amounts on deposit will equal the costs of repair. The Association shall proceed so that repairs shall be completed within one (1) year from the date of damage, if possible.

C. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, By-Laws, and the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

D. The Association may also levy a Special Assessment against the Units in the Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Neighborhood Association or Committee and an opportunity for a hearing.

6.4. Date of Commencement of Base Assessments. The Base Assessments provided for herein shall commence as to each Unit at the time that a certificate of occupancy is issued for the Unit by the appropriate governmental authority. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first Base Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time Assessments commence on a Unit.

6.5. Subordination of the Lien to First Mortgagors. Unless such Assessments are secured by a claim of lien recorded prior to the recording of the Mortgage, the lien of Assessments, including interest, late charges, and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit as provided in this Declaration. The sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer

shall relieve such Unit from such rights for any Assessments thereafter becoming due. Where the Mortgagor holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or Assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

6.6. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from the payment of Base Assessments, Neighborhood Assessments, and Special Assessments:

- A. all Common Areas; and
- B. all property dedicated to and accepted by any governmental authority or public utility.

ARTICLE VII **ESTABLISHMENT AND ENFORCEMENT OF LIENS**

7.1. Lien for Assessments. All Assessments authorized in this Declaration, together with interest at a rate not to exceed the highest rate allowed by Florida law as computed from the date the delinquency first occurs, late charges, costs of collection, and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the Unit against which each Assessment is made. Each such Assessment, together with interest, late charges, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the Assessment arose, and his or her grantees shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Under no circumstances shall the Board suspend the voting rights of a Member for nonpayment of any Assessment.

7.2. Effective Date of Lien. Said Lien shall be effective only from and after the time of recording amongst the Public Records of the County, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon recording, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (measuring any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Upon full payment of all sums accrued by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien.

7.3. Rights of First Mortgagors. When any first Mortgagor obtains title to a Unit as a result of a foreclosure of Mortgage, or deed (or assignment) is given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the Assessments pertaining to such

Unit or chargeable to the former owner which became due prior to the acquisition of title as a result of the foreclosure or deed (or assignment) in lieu of foreclosure, unless such Assessments are secured by a Claim of Lien, and recorded prior to the recording of the Mortgage. Such unpaid Assessments for which a Claim of Lien has not been recorded prior to the recording of the foreclosed Mortgage or deed given in lieu of foreclosure shall be deemed to be Assessments collectible from all Units.

7.4. Remedies. In the event any Owner shall fail to pay his or her Assessments within (15) days after the same becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law.

A. To accelerate the entire amount of any Assessments for the remainder of the year notwithstanding any provisions for the payment thereof in installments.

B. To advance on behalf of the Owner funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of, or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

C. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

D. To file an action at law to collect said Assessments, plus interest at the highest rate allowable by law plus costs and attorneys' fees, without waiving any lien rights or rights of foreclosure by the Association.

7.5. Rights upon Foreclosure. The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE VIII INSURANCE

8.1. Common Area Insurance. The Association shall maintain a policy or policies to

insurer's right to:

- i. Subrogation against the Association and against the Owners, individually and as a group;
- ii. The prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and
- iii. Avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.

D. Other Provisions. In addition, the policy shall provide that:

- i. Any Insurance Trust Agreement will be recognized;
- ii. The policy shall be primary, even if an Owner has other insurance that covers the same loss; and
- iii. The named insured shall be the Association for the use and benefit of the Unit Owners. The "loss payable" clause should show said Association or the designated insurance trustee as the trustee for each Owner and each Owner's mortgage.

2.2. Unit Insurance. Each Unit Owner shall maintain a policy or policies to insure his or her Unit from all physical damage and liability losses. If a Unit is damaged by a casualty, the affected Unit Owner shall promptly have his Unit repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Unit. The Board of Directors shall establish periodically the minimum physical damage and liability insurance coverage and endorsements to be maintained by each Unit Owner. Upon the request of the Association, each Owner will provide a certificate of insurance coverage to the Association to evidence compliance with the minimum physical damage and liability coverage and endorsements set by the Board of Directors.

2.3. Reconstruction and Repair after Casualty.

A. Determination. Under ordinary circumstances, Common Area improvements which are damaged by a casualty shall be reconstructed and repaired. If a dispute arises as to whether a Common Area improvement should be repaired or reconstructed, the Board of Directors shall make the determination to repair or reconstruct. The adjoining owners shall be bound by this determination. The Association shall have the right to specially assess all members of the Association if insurance proceeds are insufficient to repair or rebuild the affected Common Areas in accordance with this paragraph. The assessment and collection of any special assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses.

B. Plans and Specifications. Although it is impossible to anticipate all problems which may arise from a casualty, the intent is to try to assure that the General Plan of Development is maintained by requiring damaged Units to be rebuilt or repaired and that unsightly and dangerous conditions are remedied as soon as possible. Any reconstruction and repair must be substantially in accordance with the plans and specifications for such property as originally constructed, and in any event, according to plans and specifications approved by the ACC. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair to the Common Areas, for which the Association is responsible, or if at any time during the work or upon completion of the work the funds available for payment of the costs are insufficient, assessments shall be made by the Association against all Owners in sufficient amounts to provide funds for the payment of those costs. The Assessments shall be made as an Association Expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the Owner and not common to other Units shall be assessed to such Unit Owner.

3.4. General Liability Coverage. The Board of Directors shall obtain and maintain comprehensive general liability (including, without limitation, libel, slander, false arrest and invasion of privacy coverage and errors and omissions coverage for directors) and property damage insurance in such limits as the Board of Directors may from time to time determine, insuring each member of the Board of Directors, each Owner, and the Developer (prior to the Transition Date) against any liability to the public or to the Owners (and their invitees, agents and employees) arising out of, or incident to the ownership or use of the Common Areas. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) cross liability endorsement under which the rights of a named insured under the policy shall be insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the Association; (iv) deletion of the normal products exclusion with respect to events sponsored by the Association; and (v) severability of "interest" endorsement which shall preclude the insurer from denying liability to an Owner because of negligent acts of the Association or of another Owner. The Board of Directors shall review such limits of coverage at least once each three (3) years, but in no event shall such insurance be less than One Million Dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

3.5. Workmen's Compensation Coverage. The Association shall obtain Workmen's Compensation insurance as may be required by law.

3.6. Fidelity Bond Coverage. The Association shall obtain Fidelity Bonds covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. The Fidelity Bonds (or insurance) shall meet the following requirements.

A. Association as Obligee. All such fidelity insurance or bonds shall name the Association as an obligee; and

B. Amount of Insurance. Such fidelity insurance or bonds shall be written in the amount equal to at least 150% of three months operating expenses of the Association, and the

FINAL NOTICE OF LATE ASSESSMENT

Villagewalk of Wellington Homeowners Association, Inc.

Account Number: VWK221966

Property Address: ■■■ Ushant Court, Wellington, FL 33414

June 16, 2025

Haiyan Liu
3124 Ushant Court
Wellington, FL 33414

Deed Name: Haiyan Liu | Homeowner(s): Haiyan Liu

The following amounts are currently due on your account to Villagewalk of Wellington Homeowners Association, Inc. and must be paid within 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 30 days from the date of this letter, unless you pay in full the amounts set forth below. See the attached ledger for additional assessment and non-assessment related charges and dates.

General-Admin Fees: \$50.00
General-Maintenance: \$1,754.00
Total Balance Due: \$1,804.00

A late fee of the greater of \$25 is charged to your account after the 15th of the month. Interest accrues at the highest rate allowable by law per annum unless otherwise stated in your Association documents. If the total outstanding is paid within thirty days of the date of this letter, no interest will be charged to your account.

To view your account and make online payments, please visit the homeowner portal at campbellportal.com. Making online payments will update your account in real time. This is your best option to avoid legal action.

If you are mailing a check, make the check payable to Villagewalk of Wellington Homeowners Association, Inc., include your Property Account Number VWK221966 and mail to the address below. Please note, mailing a check could take several business days to process due to the lag in mail time.

Villagewalk of Wellington Homeowners Association, Inc.
PO Box 621117
Orlando, FL 32862-1117

Sincerely,

Campbell Property Management on behalf of Villagewalk of Wellington Homeowners Association, Inc.

This Community is Professionally Managed By:

Campbell Property Management | (954) 427-8770 | www.campbellpropertymanagement.com

Villagewalk of Wellington Homeowners Association, Inc.

Homeowner Transaction History 4/1/2025 - 6/16/2025

VWK221966 - Haiyan Liu - 3124 Ushant Court

Date	Description	Charge	Payment	Balance
4/1/2025	Maintenance	\$1,754.00	-	\$1,754.00
5/22/2025	Late Fees	\$87.70	-	\$1,841.70
5/27/2025	Admin Fees	\$50.00	-	\$1,891.70
5/31/2025	Interest Fee	\$26.31	-	\$1,918.01
6/13/2025	PM Approved waiving all fees as courtesy.	-	(\$164.01)	\$1,754.00
6/16/2025	Admin Fees	\$50.00	-	\$1,804.00

STOLOFF & MANOFF, P.A.

ATTORNEYS AT LAW

2090 Palm Beach Lakes Blvd., Suite 502
West Palm Beach, FL 33409

SCOTT A. STOLOFF*

TELEPHONE

(561) 615-0123

LAURIE G. MANOFF*

FAX

(561) 615-0128

* Florida Bar Board Certified Specialist
Condominium and Planned Development Law

August 1, 2025

CERTIFIED - RETURN RECEIPT REQUESTED

NOTICE OF INTENT TO RECORD A CLAIM OF LIEN

Haiyan Liu
3124 Ushant Court
Wellington FL 33414-7435

Re: VILLAGEWALK OF WELLINGTON HOMEOWNERS ASSOCIATION, INC. / DEMAND FOR PAYMENT & NOTICE OF INTENT TO LIEN /Property Address: 3124 Ushant Court / Our File No. 20250280

Dear Ms. Liu:

Stoloff & Manoff, P.A is a law firm and a debt collector representing VILLAGEWALK OF WELLINGTON HOMEOWNERS ASSOCIATION, INC. ("Association"). We are trying to collect a debt you owe to the Association. We will use any information you give us to help collect the debt.

The following amounts are currently due on your account to the Association for the above referenced Property. The total amount owed must be paid by the deadline given in this letter. Pursuant to Florida Statutes and/or the Association's governing documents, you are also obligated to pay the Association's reasonable attorney's fees and costs incurred in this matter. 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 the date of this letter, unless you pay in full the amounts set for the below.

Based on the foregoing, you now owe the Association \$4,207.73. The amount due is itemized as follows:

I. As of March 2025, the date of your last payment, you owed \$0.00 itemized as follows:

<u>DUE DATE</u>	<u>ASSESSMENT</u>	<u>INTEREST</u>	<u>LATE FEES</u>
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II. Between March 2025 and the date of this letter, the following amounts have come due:

<u>DUE DATE</u>	<u>ASSESSMENT</u>	<u>INTEREST</u>	<u>LATE FEES</u>
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April 01, 2025	\$1,754.00	\$104.66	\$88.20
July 01, 2025	\$1,754.00	\$25.95	\$88.20

Administration Fee:	\$50.00
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Haiyan Liu
August 1, 2025
Page 2 of 4

Certified Mail Charges:	\$17.72
Attorneys' Fees & Costs:	\$325.00
Less Payments Made and Credited Towards the Amounts Owed:	(\$0.00)
TOTAL OWED AS OF DATE OF THIS NOTICE:	\$4,207.73

Please note that the Total Owed shown above does not include any assessments or other charges that may come due after the date of this letter. You must pay any assessments or other charges that come due after the date of this letter directly to the Association.

Please note that pursuant to law, payments made are applied first to interest, then to late fees, then to costs and attorney's fees, and then to the delinquent assessment. Thus, even though you may have made payments for the installments listed above, the assessment installments shown above constitute the outstanding balance owed on your account after applying any payments first to interest, then to late fees, then to costs and attorney's fees, and then to your oldest delinquent assessment installment. Please note, however, that if you have received a bankruptcy discharge the Association will not seek to recover as a personal judgment any assessments that came due before the date you filed your bankruptcy petition, or any interest, late fees, legal fees or costs related to such assessments. Further, if in your bankruptcy you abandoned your unit and received a discharge, the Association will not seek to recover as a personal judgment any assessments that came due after the date of the abandonment, or any interest, late fees, legal fees or costs related to such assessments.

You are notified, pursuant to the authority granted by the Association's governing documents, that if full payment in the amount of \$4,207.73, is not received in this office on or before **September 15, 2025**, a Claim of Lien against your property may be recorded in the Public Records to secure the payment of amounts due to the Association. Checks or money orders should be payable to Stoloff & Manoff, P.A., Trust Account and forwarded to Stoloff & Manoff, P.A. 2090 Palm Beach Lakes Blvd., Suite 502, West Palm Beach, FL 33409.

If it becomes necessary to file a lien, pursuant to the Association's governing documents and/or Florida Statutes, the Association is entitled to recover from you the reasonable costs and attorneys' fees incurred by the Association.

Note: The making of a partial payment does not prevent or delay the enforcement of this demand by recording a lien. If we are required to take such action, it may be done without further notice to you. Any partial payments that are received will be applied by the Association as provided for by statute, or applied first to accrued interest, then to any late fees, then to any costs and reasonable attorney's fees incurred, and finally to the delinquent assessment(s).

HOW CAN YOU DISPUTE THE DEBT?

You may call or write to us by September 10, 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 September 10, 2025, then we must stop collection on any amount you dispute until we send to you information that shows you owe the debt. To dispute the debt, you may use the form below or write to us without the form. You may also include supporting documents.

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

Haiyan Liu
August 1, 2025
Page 3 of 4

WHAT ELSE CAN YOU DO?

You can write us and ask for the name and address of the original creditor, if different from the current creditor. If you write by **September 10, 2025**, then we must stop collection on any amount you dispute until we send to you information that shows you owe the debt. 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.

Any written communication should be sent to the firm's legal assistant, Janet Savoy at js@StoloffManoffLaw.com or Stoloff & Manoff, P.A., 2090 Palm Beach Lakes Blvd., Suite 502, West Palm Beach, FL 33409. Should you have any questions regarding this matter, please feel free to call one of the firm's legal assistants, Janet Savoy. You may reach her between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday.

The Association is required by its governing documents to take timely action to collect overdue assessments. The Association does not wish to increase your potential liability for additional attorneys' fees and costs. Please eliminate the need for further action by paying the full amount due so that it is received at this office by **September 15, 2025**.

Very Truly Yours,
STOLOFF & MANOFF, P.A.


SCOTT STOLOFF, ESQ.
For the Firm

SAS/js
cc: Association
Addressee by First Class Mail
20250280.Dem

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

Haiyan Liu
August 1, 2025
Page 4 of 4

Tear Here:-----

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 Stoloff & Manoff, P.A. Trust Account

NAME OF OWNER: Haiyan Liu

UNIT/PROPERTY ADDRESS: 3124 Ushant Court

OUR FILE NO: 20250280

Mail this form to:
Stoloff & Manoff, P.A.
2090 Palm Beach Lakes Blvd., Suite 502
West Palm Beach, FL 33409

NOT A CERTIFIED COPY

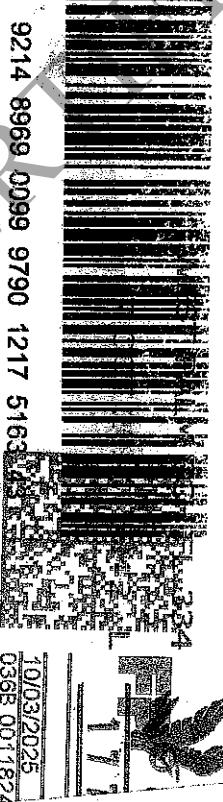
**THIS IS AN ATTEMPT TO COLLECT A DEBT
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

CERTIFIED MAIL

STOLOFF & MANOFF, P.A.

ATTORNEYS AT LAW

2090 PALM BEACH LAKES BOULEVARD, SUITE 502
WEST PALM BEACH, FLORIDA 33409



Haiyan Liu
3124 Ushant Court
Wellington, FL 33414-7435

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STOLOFF & MANOFF, P.A.

ATTORNEYS AT LAW
2090 Palm Beach Lakes Blvd., Suite 502
West Palm Beach, FL 33409

SCOTT A. STOLOFF*

LAURIE G. MANOFF*

* Florida Bar Board Certified Specialist
Condominium and Planned Development Law

TELEPHONE
(561) 615-0123
FAX
(561) 615-0128

October 3, 2025

CERTIFIED - RETURN RECEIPT REQUESTEDNOTICE OF INTENT TO FORECLOSE
CLAIM OF LIEN FOR PAST DUE ASSESSMENT(S)

Haiyan Liu
3124 Ushant Court
Wellington FL 33414-7435

Re: VILLAGEWALK OF WELLINGTON HOMEOWNERS ASSOCIATION, INC. / PROPERTY
ADDRESS: 3124 USHANT COURT/ NOTICE OF INTENT TO FORECLOSE CLAIM OF
LIEN / OUR FILE #20250280

Dear Ms. Liu:

Neither this firm nor our client has received payment in full of assessments and related charges owing to VILLAGEWALK OF WELLINGTON HOMEOWNERS ASSOCIATION, INC., as set forth in our previous letter to you. This letter is to inform you that a Claim of Lien (enclosed) is being, or has been filed against your property because you have not paid the Association. The Association intends to foreclose the lien and collect the unpaid amount within 45 days of this letter being provided to you.

As of the date of this letter, the total amount due with interest is \$6,549.10. All costs of any action and interest from this day forward will also be charged to your account.

I. Assessments & Late Fees:

	<u>DUE DATE</u>	<u>ASSESSMENT</u>	<u>LATE FEES</u>
	April 01, 2025	\$1,754.00	\$88.20
	July 01, 2025	\$1,754.00	\$88.20
	October 01, 2025	\$1,754.00	\$0.00
II.	Interest,		\$302.92
III.	Administration Fee		\$50.00
IV.	Recording costs.		\$31.20
V.	Attorney Fees & Costs (includes our fees of \$375.00 for this letter).		\$700.00
VI.	Certified Mail Charges.		\$26.58
VII.	Less payment received.		(\$0.00)
VIII.	TOTAL OWED AS OF THE DATE OF THIS NOTICE		\$6,549.10

Please note that the amount shown above does not include any assessments or other charges that

October 3, 2025

Haiyan Liu

may come due after the date of this letter. You must pay any assessments or other charges that come due after the date of this letter directly to the Association.

Please note that pursuant to law, payments made are applied first to interest, then to late fees, then to costs and attorney's fees, and then to the delinquent assessment. Thus, even though you may have made payments for the installments listed above, the assessment installments shown above constitute the outstanding balance owed on your account after applying any payments first to interest, then to late fees, then to costs and attorney's fees, and then to your oldest delinquent assessment installment. Please note, however, that if you have received a bankruptcy discharge the Association will not seek to recover as a personal judgment any assessments that came due before the date you filed your bankruptcy petition, or any interest, late fees, legal fees or costs related to such assessments.

If full payment in the amount of \$6,549.10, payable to the order of Stoloff & Manoff, P.A., Trust Account, is not received in this office by November 17, 2025, the Association may bring legal action to foreclose the lien and to obtain a judgment against you personally. If legal action is taken, the Association's governing documents and/or Florida Statutes provide that the prevailing party is entitled to an award of reasonable costs and attorneys' fees.

Please note that only payment in full of the amount shown as due above will prevent the filing of a foreclosure action. Your making a partial payment will not prevent or delay the enforcement of this demand by initiating a foreclosure action. If we are directed to take such action, it will be done without further advance notice to you.

Your payment and any telephone inquiries should be directed to the firm's legal assistant, Janet Savoy (js@StoloffManoffLaw.com; EMAIL is the preferred method of communication), who handles this matter on the Association's behalf. You may reach her between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday. As we previously informed you, a telephone call to our office will not extend the time within which you must pay in full.

The Association is required by the governing documents to take timely action to collect overdue assessments. Please eliminate the need for further legal action by paying the full amount due so that your payment is received at this office by November 17, 2025.

Very Truly Yours,
STOLOFF & MANOFF, P.A.

SCOTT A. STOLOFF, ESQ.
For the Firm

SAS:JS

Enclosure

cc: Addressee by First Class Mail
Association

2548:20259280.dem3

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

THIS INSTRUMENT PREPARED BY:
Scott A. Stoloff, Esquire
STOLOFF & MANOFF, P.A.
2090 Palm Beach Lakes Blvd, Suite 502
West Palm Beach, Florida 33409
(561) 615-0123

CLAIM OF LIEN

STATE OF FLORIDA

ss

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Scott Stoloff, Esquire, who, after being duly sworn, says that he is the attorney for VILLAGEWALK OF WELLINGTON HOMEOWNERS ASSOCIATION, INC. (the "Association"), Post Office Address: c/o Campbell Property Management, 1215 E Hillsboro Blvd, Deerfield Beach, FL 33411, and that pursuant to Declaration of Covenants, Conditions and Restrictions of Villagewalk of Wellington, the Association is owed the following assessments for common expenses:

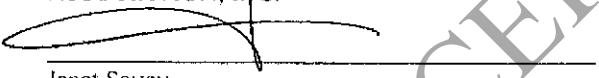
<u>Due</u>	<u>Amt</u>	<u>Due</u>	<u>Amt</u>
April 01, 2025	\$1,754.00	July 01, 2025	\$1,754.00
October 01, 2025	\$1,754.00		

In addition, a lien for legal fees and costs is claimed, together with interest at the rate of 18% per annum and further additional assessments which have come due or will come due subsequent to the last due date listed herein above, interest as it accrues, late fees and costs of collection including attorneys' fees after said due date, up to and including the date of payment and release of this Claim of Lien. The Lienor claims this lien on the following described property in PALM BEACH County, Florida:

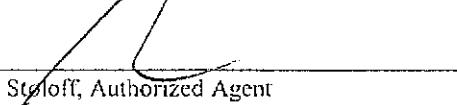
Lot 954, Villagewalk of Wellington - Plat Five, according to the plat thereof as recorded in Plat Book 102, Page 63, Public Records of Palm Beach County, Florida.

currently owned by Haiyan Liu.

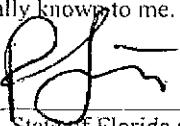
Signed, sealed and delivered in the presence of: VILLAGEWALK OF WELLINGTON HOMEOWNERS ASSOCIATION, INC.


Janet Savoy
2090 Palm Beach Lakes Blvd., Suite 502
West Palm Beach, FL 33409

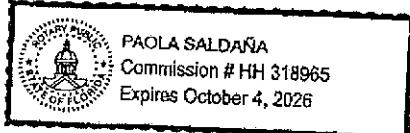

Marianne Bertoldi
2090 Palm Beach Lakes Blvd., Suite 502
West Palm Beach, FL 33409

By: 
Scott Stoloff, Authorized Agent

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of October, 2025 by Scott A. Stoloff, who is personally known to me.


Notary Public, State of Florida at Large.
My commission expires:

20250280.12



THIS INSTRUMENT PREPARED BY:
Scott A. Stoloff, Esquire
STOLOFF & MANOFF, P.A.
2090 Palm Beach Lakes Blvd, Suite 502
West Palm Beach, Florida 33409
(561) 615-0123

STATE OF FLORIDA

CLAIM OF LIEN

ss

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Scott Stoloff, Esquire, who, after being duly sworn, says that he is the attorney for VILLAGEWALK OF WELLINGTON HOMEOWNERS ASSOCIATION, INC. (the "Association"), Post Office Address: c/o Campbell Property Management, 1215 E Hillsboro Blvd, Deerfield Beach, FL 33411, and that pursuant to Declaration of Covenants, Conditions and Restrictions of Villagewalk of Wellington, the Association is owed the following assessments for common expenses:

<u>Due</u>	<u>Amt</u>	<u>Due</u>	<u>Amt</u>
April 01, 2025	\$1,754.00	July 01, 2025	\$1,754.00
October 01, 2025	\$1,754.00		

In addition, a lien for legal fees and costs is claimed, together with interest at the rate of 18% per annum and further additional assessments which have come due or will come due subsequent to the last due date listed herein above, interest as it accrues, late fees and costs of collection including attorneys' fees after said due date, up to and including the date of payment and release of this Claim of Lien. The Lienor claims this lien on the following described property in PALM BEACH County, Florida:

Lot 954, Villagewalk of Wellington - Plat Five, according to the plat thereof as recorded in Plat Book 102, Page 63, Public Records of Palm Beach County, Florida.

currently owned by Haiyan Liu.

Signed, sealed and delivered in the presence of: VILLAGEWALK OF WELLINGTON HOMEOWNERS ASSOCIATION, INC.

Janet Savoy
2090 Palm Beach Lakes Blvd., Suite 502
West Palm Beach, FL 33409

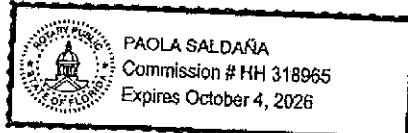
By: Scott Stoloff, Authorized Agent

Marianne Bertoldi
2090 Palm Beach Lakes Blvd., Suite 502
West Palm Beach, FL 33409

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of October, 2025 by Scott A. Stoloff, who is personally known to me.

Notary Public, State of Florida at Large.
My commission expires:

20250280.12



STOLOFF & MANOFF, P.A.

ATTORNEYS AT LAW

2090 PALM BEACH LAKES BOULEVARD, SUITE 502
WEST PALM BEACH, FLORIDA 33409



CERTIFIED MAIL

WEST PALM BEACH, FL 33409



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