

Filing # 124132900 E-Filed 04/01/2021 10:32:50 AM

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

CASE NO.:

RICHARD BERNIKER and
ROBYN BERNIKER,

Plaintiffs,

v.

LUXE RENOVATIONS, LLC,
a Florida limited liability company,
JAMES BRIAN OLT, and
MARIE ANTONELLI,

Defendants.

COMPLAINT

COMES NOW, Plaintiffs, RICHARD BERNIKER and ROBYN BERNIKER (jointly the "Plaintiffs"), by and through the undersigned counsel, hereby sues Defendants, LUXE RENOVATIONS, LLC, a Florida limited liability company, JAMES BRIAN OLT, and MARIE ANTONELLI, and alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. This is an action for damages in excess of \$30,000.00, exclusive of interest, fees, and costs.
2. Plaintiff, RICHARD BERNIKER, is a resident of Palm Beach County, Florida, and is otherwise *sui juris*.
3. Plaintiff, ROBYN BERNIKER, is a resident of Palm Beach County, Florida, and is otherwise *sui juris*.
4. Defendant, LUXE RENOVATIONS, LLC ("Luxe"), is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

5. Defendant, JAMES BRIAN OLT (“Olt”), is a resident of Broward County, Florida, and is otherwise *sui juris*.

6. Defendant, MARIE ANTONELLI (“Antonelli”), is a resident of Palm Beach County, Florida, and is otherwise *sui juris*.

7. Venue is appropriate in Palm Beach County, Florida because this Complaint pertains to a claim of lien filed against property located in Palm Beach County, Florida.

8. All conditions precedent to filing this lawsuit have been performed, waived, or otherwise satisfied.

GENERAL ALLEGATION

9. On or about January 29, 2021, Plaintiffs purchase a property located at 16077 Villa Vizcaya Place, Delray Beach, FL 33446 (the “Property”).

10. In pursuit of certain improvements to the Property, Plaintiffs contacted Luxe, and spoke to Olt, who represented himself as an officer of Luxe and a general contractor.

11. On or about February 11, 2021, entered into a contract with Luxe to perform general construction on the Property (the “Agreement”). See **Proposal attached and incorporated herein as Exhibit “A.”**

12. Antonelli, Olt’s mother, executed the Agreement as a “representative” of Luxe.

13. The total amount due under the Agreement was forty-seven thousand one hundred dollars (\$47,100.00), with a schedule of payment set forth therein.

14. Plaintiffs paid Luxe a total twenty-seven thousand three hundred ninety-five dollars and sixty-nine cents (\$27,395.69).

15. On or around March 4, 2021, the Palm Beach County Planning, Zoning, and Building Department issued a Notice of Violation relating to the Property, as building permits had not been obtained by Luxe prior to commencing the work on the Property.

16. At this time a dispute arose between Plaintiffs and Luxe regarding the quality of the work and questionable practices, including performing work without obtaining the proper permits.

17. On March 11, 2021, Plaintiffs sent Luxe notice of termination of the Agreement, effective immediately. **See attached termination email attached and incorporated herein as Exhibit "B."**

18. Luxe left the Property in unlivable conditions, and Plaintiffs were obligated to retain a licensed contractor and pay additional fees for their work, as well as the fees to obtain the permits required by the Palm Beach County Planning, Zoning, and Building Department.

19. On or about March 19, 2021, Luxe, through its counsel, notified Plaintiffs that it has caused a Claim of Lien to be recorded in the public records of Palm Beach County, asserting that Plaintiff owed Luxe \$45,503.00 for labor and materials it furnished at the Property (the "Claim of Lien")¹. **See Letter dated March 19, 2021, including the Claim of Lien attached and incorporated herein as Exhibit "C."**

20. Plaintiffs have since discovered that Luxe does not possess general contractor's license. Further, neither Antonelli nor Olt are licensed as general contractors in their individual capacity.

COUNT I – TO SHOW CAUSE WHY LIEN SHOULD NOT BE ENFORCED BY ACTION OR VACATED AND CANCELLED OF RECORD PURSUANT TO § 713.21(4), FLA. STAT.

¹ As of the filing of this Complaint, the Claim of Lien is not reflected in the Palm Beach County Public Records, however, Luxe's counsel has confirmed that the Claim of Lien was in fact recorded.

(v. LUXE RENOVATIONS, LLC)

Plaintiffs, RICHARD BERNIKER and ROBYN BERNIKER, reallege and readopt paragraphs 1 through 20 above, as if fully set forth herein.

21. This is an action brought pursuant to § 713.21(4), Fla. Stat., for the issuance, of a summons requiring Luxe to show cause why its Claim of Lien should not be enforced by action or vacated and canceled of record.

22. On or about March 19, 2021, Luxe caused the Claim of Lien to be recorded in the public records of Palm Beach County, asserting that Luxe is owed \$45,503.00 for labor and materials it furnished at the Property.

23. Luxe claims amount to which it is not rightfully entitled, including but not limited to, amounts for defective work, work not performed, materials not furnished, and amounts for which Luxe otherwise has no right to under the Agreement.

24. Additionally, and most importantly, Luxe was not licensed as required pursuant to § 489.128, Fla. Stat. when it entered into the Agreement, and as such has no lien rights.

25. Accordingly, the Claim of Lien is null and void as a matter of law.

26. Since Luxe is endeavoring to seek rights under Chapter 713, without having the ability to do so, Plaintiffs are entitled to a discharge of the Claim of Lien.

27. Plaintiffs have had to retain the undersigned counsel to represent them in this action and are obligated to pay reasonable attorney's fees and costs.

28. Luxe is responsible for said attorney's fees and costs pursuant to §§ 713.29, and 713.31, Fla. Stat.

29. All conditions precedent have occurred, been excused, or otherwise have been waived.

WHEREFORE, Plaintiffs, RICHARD BERNIKER and ROBYN BERNIKER, respectfully request that this Court enter an Order discharging Defendant's, LUXE RENOVATIONS, LLC, Claim of Lien by operation of law, and further requests attorneys' fees and costs pursuant to § 713.29 or § 713.31, Fla. Stat., and such other and further relief in equity or in law that Plaintiffs may be entitled to or that this Court deems just and proper.

COUNT II – ACTION FOR FRAUDULENT CLAIM OF LIEN

(v. LUXE RENOVATIONS, LLC)

Plaintiffs, RICHARD BERNIKER and ROBYN BERNIKER, reallege and readopt paragraphs 1 through 20 above, as if fully set forth herein.

30. On or about March 19, 2021, Luxe caused the Claim of Lien to be recorded in the public records of Palm Beach County, asserting that Luxe is owed \$45,503.00 for labor and materials it furnished at the Property.

31. Luxe, through its Claim of Lien, knowingly and willfully liened the Property for sums allegedly due for defective work, work not performed, materials not furnished, and amounts for which Luxe otherwise has no right to under the Agreement.

32. Accordingly, Luxe through its Claim of Lien, knowingly and willfully included a claim for work not performed upon or materials not furnished for the Property upon which it seeks to impress such lien.

33. Luxe, through its Claim of Lien, knowingly and willfully filed a fraudulent lien pursuant to §713.31, Fla. Stat.

34. Plaintiffs have suffered damages as a direct and proximate cause of the filing of the fraudulent Claim of Lien, including, but not limited to, the services of the undersigned attorneys in securing the removal or release of the Claim of Lien, court costs and other expenses

of litigation in securing the removal or release of the Claim of Lien, and lost profits resulting from, among other things, delays in closing on the sales of units in the Project.

35. Pursuant to §713.31(2)(c), Fla. Stat Luxe shall be liable to Plaintiff for damages, which shall include court costs, clerk's fees, reasonable attorney's fee and costs for services in securing the discharge of the Claim of Lien, the amount of any premium for a bond given to obtain the discharge of the Claim of Lien, interest on any money deposited for the purpose of discharging the Claim of Lien, and punitive damages in the amount by which not exceeding the difference between the amount claimed by Luxe to be due and the amount actually due under the Agreement.

WHEREFORE, Plaintiffs, RICHARD BERNIKER and ROBYN BERNIKER, respectfully request that this Court enter an Order declaring that Defendant's, LUXE RENOVATIONS, LLC, Claim of Lien is a fraudulent lien and award Plaintiffs damages, court costs, clerk's fees, reasonable attorney's fee and costs for services in securing the discharge of the Claim of Lien, the amount of any premium for a bond given to obtain the discharge of the Claim of Lien, interest on any money deposited for the purpose of discharging the Claim of Lien, and punitive damages as permitted under § 713.31, Fla. Stat., attorneys' fees and costs pursuant to § 713.29 or § 713.31, Fla. Stat., and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

COUNT III – VIOLATION OF § 768.0425, FLA. STAT.

(v. LUXE RENOVATIONS, LLC)

Plaintiffs, RICHARD BERNIKER and ROBYN BERNIKER, reallege and readopt paragraphs 1 through 20 above, as if fully set forth herein.

36. At all material times, Plaintiffs were consumers as that term is defined under § 768.0425, Fla. Stat.

37. At all material times, Luxe was a “contractor” only as that term is defined specifically under § 768.0425, Fla. Stat.

38. Luxe entered into the Agreement with Plaintiffs to furnish general contractor services, and in fact did so.

39. However, Luxe did not possess a general contractor license as required by § 768.0425, Fla. Stat.

40. As a result, Plaintiff have been damaged in the amount of the monies paid to Luxe under the illegal Agreement.

41. Pursuant § 768.0425, Fla. Stat., Plaintiffs are entitled to three times the actual compensatory damages sustained in addition to costs and attorney's fees.

WHEREFORE, Plaintiffs, RICHARD BERNIKER and ROBYN BERNIKER, respectfully request that this Court enter an Order against Defendant, LUXE RENOVATIONS, LLC, for to three times the actual compensatory damages sustained in addition to costs and attorney's fees pursuant to § 768.0425, Fla. Stat., and such other and further relief in equity or in law that Plaintiffs may be entitled to or that this Court deems just and proper.

COUNT IV – CONSPIRACY TO VIOLATE § 768.0425, FLA. STAT.

(v. JAMES BRIAN OLT and MARIE ANTONELLI)

Plaintiffs, RICHARD BERNIKER and ROBYN BERNIKER, reallege and readopt paragraphs 1 through 20 above, as if fully set forth herein.

42. At all material times, Plaintiffs were consumers as that term is defined under § 768.0425, Fla. Stat.

43. At all material times, Luxe was a “contractor” only as that term is defined specifically under § 768.0425, Fla. Stat.

44. Luxe entered into the Agreement with Plaintiffs to furnish general contractor services, and in fact did so.

45. However, Luxe did not possess a general contractor license as required by § 768.0425, Fla. Stat.

46. Olt and Antonelli were aware that Luxe did not possess a contractor's license, but nonetheless conspired to negotiate and execute the Agreement to allow Luxe to provide contractor's services at the Property.

47. By allowing Luxe to serve as general contractor for the Property without a license, Olt and Antonelli caused Plaintiff to suffer damages

WHEREFORE, Plaintiffs, RICHARD BERNIKER and ROBYN BERNIKER, respectfully request that this Court enter an Order against Defendants, JAMES BRIAN OLT and MARIE ANTONELLI, for to three times the actual compensatory damages sustained in addition to costs and attorney's fees pursuant to § 768.0425, Fla. Stat., and such other and further relief in equity or in law that Plaintiffs may be entitled to or that this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs, RICHARD BERNIKER and ROBYN BERNIKER, demand that the issues herein be tried by a jury.

Dated March 31, 2021.

Respectfully submitted,

Di Pietro Partners, PLLC
901 E Las Olas Blvd., Suite 202
Fort Lauderdale, FL 33301
Primary Service Email:

service@ddpalaw.com
Telephone: (954) 712-3070
Facsimile: (954) 337-3824

/s/ Lisandra Estevez
DAVID DI PIETRO, ESQ.
Florida Bar No.: 10370
david@ddpalaw.com
LISANDRA ESTEVEZ, ESQ.
Florida Bar No.: 111475
lisandra@ddpalaw.com

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Luxe Renovations, LLC

luxerenovationsllc@hotmail.com



February 10th, 2021

ATTN: Mr. & Mrs. Robyn Berniker
Tel: 561-650-0700
Email: designaresources@aol.com
RE: 16077 Villa Vizcaya Pl Delray Beach, FL 33446

Mr. & Mrs. Berniker,

Following is our proposal for the renovations at the above address.

If there is any further questions feel free to contact me.

Sincerely,

Mario Antonelli

NOT A CERTIFIED COPY

Luxe Renovations, LLC, hereby proposes to furnish labor, material that is only noted in the contract,
equipment & supervision necessary to perform the following scope of work at the above mentioned address

GENERAL CONDITIONS

1. Work to commence on or about 2/11/21 RB
2. This contract is a labor quote only. If any material is included it will be noted below RB
3. We will not move, lift or shift any furniture. RB
4. Furnish, erect, & lift equipment necessary for this scope of work RB
5. Must have a clean and ready work area RB
6. If you require any walls, furniture or floor covering to protect areas from dust and or debris please inquire for pricing since it is not included in this contract. We do provide this service at an additional cost RB
7. Remove & dispose of our debris from scope of work, final work area will be broom swept clean RB
8. All work shall be in accordance with the specifications provided herein RB
9. Permits will be obtained for this project by the homeowner RB
10. Any change orders made after this contract is signed, must be paid in full at the time of the change order is made RB
11. Any verbal agreements made prior to the signing of this contract are null and void RB
12. Any delays caused by the homeowner will be subject to a \$100.00 a day fee at the discretion of Luxe Renovations, LLC., this fee must be paid before any work continues RB
13. All selections of material and decorative furnishings must be picked out within 7 days once the contract is signed and followed by an addendum listing the selections RB
14. If we are replacing any existing tile floor and or grout Luxe Renovations, LLC cannot and will not guarantee that the tile or grout will match or remain clean throughout construction RB
15. While Luxe Renovations, LLC. is on the premise completing the contract, no other outside contractors are permitted on the property or job site, if this happens contract will terminate and balance becomes due immediately RB
16. We do not remove glass or mirrors unless it is part of the demo process N/A

SCOPE OF WORK

1. Remove approximately 2,000 sq ft. of tile \$1.50 a sq ft. Dumpster not included
2. Demo master bath and power floor including bathroom floor tile
3. Remove kitchen cabinets and surrounding walls as per design. Kitchen cabinets and countertops to be thrown in dumpster
4. Rearrange entrance to either master bathroom and or master closet (2 new doorways)
5. Install French doors on master closet
6. Install double door on master bedroom
7. Demo 2nd bath includes bathroom floor
8. Demo and remove Foyer walls
9. Reframe foyer walls on each side with drywall and paint ready (material supplied by home owner)
10. Ceiling and wall drywall repair and texture touch up (unknown) Will be assessed and charged accordingly after demo RB
11. Install 2,700 sq ft. of plank tile \$3.50 labor only (tile and setting material supplied by home owner)
12. Install kitchen cabinets as per approved design plan (cabinets supplied by home owner) plumbing and electric to be assessed and charged accordingly at a later date if concrete needs to be cut RB
13. Relocate laundry room-plumbing to be assessed to see if concrete needs to be cut
14. Add 4th bedroom in place of storage area- remove wall existing wall
15. Remove concrete block outside front door
16. Sheetrock master closet where glass is existing
17. Demo built in wall unit in family room area off kitchen
18. Add angled closet to 3rd bedroom-square off
19. Add 3rd bath- install shower wall tile, shower floor tile, install drain, install linear, install denshield, paint red guard, install toilet, install, rough & finish electrical & plumbing included (not high hats), one diverter installed. vanity installed sink n-tran valves and faucet installed (all material supplied)

by home owner) plumbing to be assessed and charged accordingly to see if concrete needs to be cut RB

20. Rough & finish plumbing & electric is only included where specified in the contract-Any additional concrete cutting will be assessed and charged accordingly after demo RB
21. Install high hats with existing Romex \$50.00 each high hat, if new Romex needs to be run it would be \$75.00 each high hat
22. Master bath-install shower wall tile, shower floor tile, install drain, install linear, install denshield, paint red guard, install toilet including moving it, install, rough & finish electrical & plumbing included (not high hats), one rain head with diverter installed, vanity, sink, p-trap, valves and faucet installed (all material supplied by home owner) plumbing to be assessed and charged accordingly to see if concrete needs to be cut RB
23. Hall bath- install shower wall tile, shower floor tile, install drain, install linear, install denshield, paint red guard, install toilet, install, rough & finish electrical & plumbing included (not high hats), one diverter installed, vanity installed, sink, p-trap, valves and faucet installed (all material supplied by home owner)
24. Kitchen fabrication-\$24.00-\$29.00 a sq ft flat edge polish, (slabs supplied by the home owner)
25. Replace all outlets and switches (material supplied by home owner)
26. Remove double door in kitchen, block stucco and paint (material supplied by the home owner)
27. Paint all interior walls, ceilings and interior doors-One color for the walls and ceiling (flat white) and one color for the doors and trim (semi gloss white) (paint supplied by home owner)
28. Skim 2000 sq ft of interior walls only, bedrooms not included-material included
29. Install, caulk and paint new baseboard \$3.50 a linear ft. (baseboard supplied by homeowner)

NOTE: Luxe Renovations, LLC. will supply ONLY the following construction or building material listed here: nails, screws and sandpaper.

EXCLUSIONS, TERMS, CONDITIONS:

1. Permits, permit fees, engineering, testing, and/or special inspections are **NOT** included RB
2. Luxe Renovation are not licensed contractors RB
3. Environmental protections, silt fences, barriers, etc., are **NOT** included N/A
4. Repairs to interior damages made by us (drywall, flooring, concrete, etc.) are included. We are not responsible for damage to any personal property or loss RB
5. Mechanical, electrical, & plumbing work are included only as outlined in the contract RB
6. Electric that needs to be relocated or removed is not included in this quote. It will be assessed after the walls are demoed RB
7. Foyer ceiling to be assessed once the new walls are removed and reframed, RB
8. Any unforeseen repairs or changes behind walls or under floors or not visible at the time of the estimate are not included in this contract RB
9. Contractors or employees of Luxe Renovations, LLC., cannot be hired by you to do work for you, if you hire or communicate the contract will terminate immediately, any deposits will be relinquished and the balance of the contract will become due immediately RB
10. Once the design and materials are selected and contract is signed no credits, refunds or returns will be issued RB
11. You are authorizing any material that needs to be utilized for the completion of the contract will be reimbursed immediately when a receipt is furnished RB
12. Once the final payment of the balance is paid you are signifying the contract is complete to your satisfaction and no further work or repairs are required RB
13. Sales tax is not included on material. Sales tax of material will be collected at completion N/A
14. Work not explicitly included above as "SCOPE OF WORK" may be excluded RB

- \$13,965.00 due at the signing of the contract
 - \$4,000.00 due after the demo is complete
 - \$4,000.00 due the start of the walls are skimmed
 - \$5,000.00 due the start of the ceiling, walls and doors painted
 - \$7,000.00 due the start of the tile floor installation
 - \$3,500.00 due the start of the hall bath
 - \$3,500.00 due the start of the 3rd bath
 - \$5,400.00 due the start of the master bath
 - \$735.00 Final payment due after completion of contract
- Total Contract Amount: \$47,100.00

Robyn Beniker

Client Signature

2/11/21

DATE

Mave Antonelli

Luxe Renovations, LLC. Representative

2/11/21

DATE

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From: Richard Berniker rberniker@optonline.net
Subject: Fwd: Premises listed below
Date: Mar 11, 2021 at 8:10:48 AM
To: Robyn Berniker berniefish@optonline.net, Richard BERNIKER
RBERNIKER@OPTONLINE.NET



Begin forwarded message:

From: Richard Berniker <rberniker@optonline.net>
Subject: Premises listed below
Date: March 11, 2021 at 8:10:25 AM EST
To: Marie Antonelli <luxerenovationsllc@hotmail.com>

March 11, 2021

Mr. Brian Olt
Luxe Renovations LLC

Re: 16077 Villa Vizcaya Place
Delray Beach, Florida. 33446

Dear Mr. Olt,

I wish to inform you that effective immediately we are terminating all business and our contract with Luxe Renovations which you have represented yourself to be the principal of. To date, we have made direct wire transfers to Luxe amounting to \$23,215. We have also transferred \$2568 to Luxe as a bathroom marble fabrication deposit and paid a total of \$1612.69 to individuals representing themselves as Luxe employees and sub-contractors as reimbursement for expenses.

We have paid you way more than what we have gotten in return. In return for monies paid and having you as our guide and director of our home improvement project we have gotten lies, forever changing stories, questionable requests for unsubstantiated 'additional' changes and upgrades, and poor and misleading advice. The only aspect of our construction project framework that you have

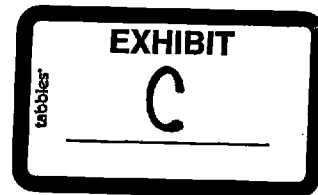
completed successfully has been the demolition of the interior of my home. It is an unlivable bombed out mess. No electric and no plumbing which necessitates that we seek residence elsewhere.

We will be moving forward with construction after having filed proper plans and permits with Palm Beach County utilizing honest licensed contractors in the various trades. In the meantime, our loss and damages are significant. I will chalk this experience with you up to being a costly mistake on my part. You have received way more in compensation than I have received in services to date. I am guilty of using poor judgment in engaging your services in the first place. The financial cost to date, stress and inconvenience is my penance.

If you prefer to go ahead and seek legal redress for further financial compensation I assure you that I have both the resources and ability to defend that action vigorously. Although I will not play out my hand in this letter (and hope to never have to) I will then provide substantive evidence that will not only refute any claim against us but also be quite damaging. My best advice to you is to take away the monies paid you and don't look back. Finally, any attempt to claim ownership of any materials bought and paid for by us through resources you provided such as flooring and marble slabs will be met with prosecution.

Sincerely,

Richard Berniker



PAREKH RAMSINGH
A PROFESSIONAL ASSOCIATION
7525 NW 61ST TERRACE, UNIT 3002
PARKLAND, FLORIDA-33067
WWW.RAMSINGHLAW.COM

*NATASHA N.PAREKH RAMSINGH
*LICENSED IN FL AND MA

(772) 924-8888 DIRECT DIAL
(772) 293-9600 FACSIMILE

VIA E-MAIL AND REGULAR MAIL

March 19, 2021

Mr. Robert C. Berniker and Mrs. Robyn C. Berniker
16077 Villa Vizcaya Place
Delray Beach, FL 33446

RE: Proposal for Renovations ("Contract") by Mr. and Mrs. Robert Berniker ("Owner") with an address of 16077 Villa Vizcaya Place, Delray Beach, FL 33446 and Luxe Renovations, LLC with an address of 244 Monaco Park, Building F, Delray Beach, FL 33446 ("Luxe") regarding the Property located at 16077 Villa Vizcaya Place, Delray Beach, FL 33446 (the "Property")

Mr. and Mrs. Robert Berniker:

I have the pleasure of representing Ms. Marie Antonelli on behalf of Luxe Renovations, LLC in regard to the above referenced Contract. I am in receipt of your e-mail message stating you have cancelled the Contract and will not adhere to the terms and conditions agreed upon therein.

Please be aware that you entered into a valid legally binding Contract with my client. You have informed my client that you will not proceed. Contracts are not unilateral. To date, you have failed to adhere to the terms and conditions in the Contract and have been and currently are in breach of the Contract. To date, there are several change orders which remain unpaid. In addition, it has been brought to the attention of my client, by her vendors that you have been communicating and attempting to circumvent my client. You have hired and paid my clients electrical subcontractor to complete work for you, in direct violation of the Contract and thereby breaching the Contract.

My client has been more than accommodating with you however at this juncture, we have proceeded to file a Claim of Lien on the Property, see the attached, and will seek to receive all the funds due to Luxe, under the Contract. In the event you fail to make my client whole, my client will pursue all its legal rights under the laws of the State of Florida.

GOVERN YOURSELF ACCORDINGLY!

Sincerely,
Parekh Ramsingh, P.A.

Natasha N. Parekh Ramsingh, Esq. on behalf of the firm

CC: Ms. Marie Antonelli as Manager on behalf of Luxe Renovations, LLC

WARNING!

THIS LEGAL DOCUMENT REFLECTS THAT A LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN, UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING AND SHALL EXPIRE AND BECOME NULL AND VOID UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCARD THIS LIEN:

CLAIM OF LIEN

(PER CHAPTER 713 FLORIDA STATUTES)

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, personally appeared **MARIE ANTONELLI**, as Manager on behalf of **LUXE RENOVATIONS, LLC**, A Florida Limited Liability Company who was duly sworn and says that he is the lienor herein, whose address is **244 Monaco Park, Building F, Delray Beach, FL 33446**.

And that in accordance with a contract with Mr. Robert C. Berniker and Mrs. Robyn L. Br4Berniker, lienor furnished labor, services and materials on the described real property located in Palm Beach County, Florida:

16077 Villa Vizcaya Place, Delray Beach, FL 33446 ("Property")

Lot 21, Block 3, Addison Reserve Parcels One & Two, according to the plat thereof as recorded in Plat Book 76, Page 4, Public Records of Palm Beach County, Florida.

PIN# 3400 42 46 27 06 003 0210

The Property is owned by Robert C. Berniker and Robyn L. Berniker who owes LUXE RENOVATIONS, LLC a total value of \$71,806.00, of which there remains unpaid \$45,503.00, and furnished the first of items on 2-11-2021 and the last of items on 03-11-2021 and that the lienor served this Claim of Lien on Owner on 03-13-2021.

LUXE RENOVATIONS, LLC, A Florida
Limited Liability Company

Marie Antonelli; as its Manager
By: Marie Antonelli, as its Manager

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 16 day of March 2021 by Marie Antonelli as Manager on behalf of Luxe Renovations, LLC, a Florida Limited Liability Company. She is personally known to me or produced DL(FU) as identification.

[Signature]
Name: FALGUNI IRANI KARIM
Notary Public, State of FLORIDA
Commission No. 08/03/20225301
(FU)

My commission expires:

08/03/2022

[Notarial Seal]



Falguni Irani Karim
State of Florida
My Commission Expires 08/03/2022
Commission No. GG 225301

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