

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

CASE NO.: _____

**BOCA CLUB ASSOCIATION, INC., a Florida
not-for-profit corporation,**

Plaintiff,

v.

OVIDE PAUL AND UNKNOWN TENANT,

Defendant(s).

COMPLAINT FOR FORECLOSURE

Plaintiff, **BOCA CLUB ASSOCIATION, INC.**, a not-for-profit Florida corporation, (hereinafter "Plaintiff") by and through undersigned counsel, files this Complaint against the Defendant(s), **OVIDE PAUL** (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 Boca Club Association, Inc., Article 6 (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 Boca Club Association, Inc., a condominium.

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

**Condominium Unit No. 107, BOCA CLUB
CONDOMINIUM "A", according to the
Declaration of Condominium thereof, as
recorded in Official Record Book 2666, Page
831, of the Public Records of Palm Beach
County, Florida and all amendments thereto.**

4. Defendant(s) is the owner(s) of Condominium Unit No. 107 in said condominium complex pursuant to a Deed, and by virtue of the Defendant(s) ownership of said condominium unit, is a 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 6, 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 Certified Mail, Return Receipt Requested and regular U.S. Mail, on April 4, 2023, a copy of which notice is attached hereto and incorporated herein as Exhibit "B". In addition, interest has accrued thereon, pursuant to the Declaration, at the rate of 10% per annum.

(b) Plaintiff has caused its lien to be filed, pursuant to the Declaration, for the

aforesaid regular and special assessments in the amount of \$4,875.45, plus interest, attorneys fees and costs. Said lien was recorded on July 26, 2023, in Official Records Book 34455 at Page 1089, 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, interest, attorney fees and costs accrued thereon to date of payment, a copy of said lien is attached hereto as Plaintiff's Exhibit "C".

(c) 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) is obligated to pay any additional regular and special assessments to Plaintiff pursuant to Section 718.116, Florida Statutes, and the Declaration.

(d) 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 July 25, 2023, a copy being attached hereto as Plaintiff's Exhibit "D".

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 \$4,875.45, plus any and all regular and special assessments coming due after the date of recording said Lien, together with 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 6 (Exhibit "A"), is 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 6 (Exhibit "A"), is obligated to pay to Plaintiff 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.

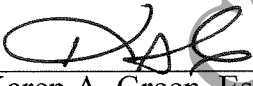
12. Defendant(s) failed and refused to pay certain assessments and interest thereon, which have been assessed against the subject unit herein, with interest on said amounts accruing at the rate of 10% per annum.

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, costs and reasonable attorney fees.

DATED this 13 day of October, 2023.

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

By: 

Karen A. Green, Esquire
Florida Bar Number: 628875

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

Boca Club

5.2 Community Recreation Facilities. The Association and/or its agents shall maintain, repair and replace the premises which comprise the community facilities and the expenses necessary to carry out such duties including taxes and insurance will be a common expense of the unit owners.

5.3 Common elements.

A. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

B. Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the common elements, except by the Developer, without prior written approval, in writing, by the owners of not less than seventy-five (75%) percent of the common elements. Any such authorization or approval shall not interfere with the rights of any apartment owners without their consent.

C. Enforcement of maintenance. In the event the owner of a unit fails to maintain it as required above, the Association, Developer, or any other unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a unit owner violates any of the provisions of Paragraph 5.1-B above, the developer, and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

6. Assessments. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of the common expenses. Each apartment owner shall be liable for proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartments owned by him. All statutory provisions as to assessments in regard to foreclosure of a first mortgage, shall apply to a transferee who obtains title to a condominium unit as a result of a deed given in lieu of foreclosure on said unit, and to second mortgages where the Developer is the mortgagee.

6.2 Interest - application of payments. Assessments and installments on such assessments paid on or before ten days after date when due shall not bear interest, but all sums not paid on or before ten days after date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

6.3 Lien for assessments. The Association shall have a lien against each apartment unit for any unpaid assessment against the owner thereof, and for interest accruing thereon, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are instituted. The said liens may be recorded among the Public Records of Palm Beach County, Florida, by filing a claim therein which states the legal description of the apartment unit, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, shall have been paid. Such claims of lien may be signed and verified by an officer of the Association, or by the managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien to be prepared and recorded at his expense. All such liens shall be subordinate to the liens of mortgages or other liens recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association, in like manner as if foreclosure of a mortgage on real property.

7. Easements. Each of the following easements is a covenant running with the land of the condominium, and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and each shall survive the termination of the condominium, unless otherwise provided for. In addition to the easements set forth herein, there may or shall be additional easements granted by the Developer as recorded amongst the Public Records of Palm Beach County, Florida, which shall also be covenants running with the land of the condominium and subject to the provisions of this Declaration.

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.*
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KAREN A. GREEN
BENJAMIN L. HEYDLAUFF
KERSTIN HENZE, OF COUNSEL
LISA A. MAGILL, B.C.S.*, OF COUNSEL
KARINA N. SKEIE, 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 4, 2023

CERTIFIED MAIL NO: 9489 0090 0027 6395 2670 31
RETURN RECEIPT REQUESTED

Mr. Ovide Paul
8261 Via Di Venato
Boca Raton, FL 33496

RE: BOCA CLUB ASSOCIATION, INC.
OUR FILE NO.: 1475.0100
PROPERTY ADDRESS: 22615 SW 66 Avenue, #107A
Boca Raton, FL 33428
TOTAL OUTSTANDING: \$2,867.19

Dear Mr. Paul:

This Firm represents BOCA CLUB 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 Boca Club Condominium B (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 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.

EXHIBIT

B

Ovide Paul
April 4, 2023
Page 2

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 11/01/22 through 03/01/23	\$	2,298.00
Balance of Special Assessment due 11/01/22	\$	205.00
Special Assessment due from 12/01/22 through 02/01/23	\$	750.00
Interest through 04/04/23	\$	49.37
Certified mail charges	\$	8.13
Other costs	\$	106.69
Attorneys fees	\$	275.00
Less payments received	\$	(825.00)
TOTAL OUTSTANDING	\$	2,867.19

Interest accrues at the rate of 10% 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 **\$2,867.19** 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 OR TAMPA

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

KAYE BENDER REMBAUM, P.L.

Ovide Paul
April 4, 2023
Page 3

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/jer
Enclosures

cc: Board of Directors
Addressee (Sent by Regular Mail)
Addressee (Sent by Regular Mail, 22615 SW 66 Avenue, #107A, Boca Raton, FL 33428)

KAYE BENDER REMBAUM

ACCOUNT STATUS

4/4/2023

PAUL, OVIDE

ASSOCIATION BOCA CLUB CONDOMINIUM CLIENT ID# 1475.0100
 UNIT # 3875-107
 STATUS COLLECTIONS
 ADDRESS 22615 SW 66 AVENUE, #107A, BOCA RATON, FL 33428
 MAILING ADDRESS 8261 VIA DI VENATO, BOCA RATON, FL 33496
 ATTORNEY INTEREST RATE 10.00

DATE	CHARGE TYPE	ASSESSMENT	INTEREST	LATE FEES	ATTY FEES	COSTS	APPLIED	LINE BALANCE
11/01/22	R	325.00	2.52	0.00	0.00	0.00	327.52	0.00
11/01/22	B/SA	205.00	2.70	0.00	0.00	0.00	207.70	0.00
12/01/22	S/A	250.00	1.76	0.00	0.00	0.00	251.76	0.00
12/01/22	R	325.00	10.09	0.00	0.00	0.00	38.02	297.07
01/01/23	S/A	250.00	6.37	0.00	0.00	0.00	0.00	256.37
01/01/23	R	412.00	10.50	0.00	0.00	0.00	0.00	422.50
02/01/23	R	412.00	7.00	0.00	0.00	0.00	0.00	419.00
02/01/23	S/A	250.00	4.25	0.00	0.00	0.00	0.00	254.25
03/01/23	R	412.00	3.84	0.00	0.00	0.00	0.00	415.84
04/01/23	R	412.00	0.34	0.00	0.00	0.00	0.00	412.34
04/04/23	BPM	0.00	0.00	0.00	0.00	100.00	0.00	100.00
04/04/23	O	0.00	0.00	0.00	275.00	14.82	0.00	289.82
TOTAL								
CHARGES		\$3,253.00	\$49.37	\$0.00	\$275.00	\$114.82		\$3,692.19
APPLIED		\$815.62	\$9.38	\$0.00	\$0.00	\$0.00	\$825.00	
BALANCE		\$2,437.38	\$39.99	\$0.00	\$275.00	\$114.82		\$2,867.19

BALANCE DUE \$2,867.19

PAYMENT-HISTORY:

DATE	PAYMENTS	TYPE	CHECK#
11/23/22	\$250.00	A	163
12/19/22	\$325.00	A	171
12/28/22	\$250.00	A	174

\$825.00 TOTAL ASSOCIATION RECEIVED

\$0.00 TOTAL RECEIVED INTO TRUST

4/4/23, 12:45 PM

192.168.1.40/pm/pm_print_calculate.asp?unit= 1475.0100 &print=true&date=04/04/23&show_remarks=true

\$825.00 GRAND TOTAL RECEIVED

NOT A CERTIFIED COPY

THIS INSTRUMENT PREPARED BY
 AND PLEASE RECORD AND RETURN TO:

ROBERT L. KAYE
 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 ROBERT L. KAYE, attorney-in-fact for BOCA CLUB 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 Boca Club Condominium B claims this lien against the following property:

Condominium Unit No. 107, BOCA CLUB CONDOMINIUM "A", according to the Declaration of Condominium thereof, recorded in Official Record Book 2666, Page 831, of the Public Records of Palm Beach County, Florida and all amendments thereto.

The record owner(s) of such property is: **OVIDE PAUL, A MARRIED MAN,**

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

Maintenance due 11/01/22 through 12/01/22 at \$325.00 per month.	\$650.00
Maintenance due 01/01/23 through 07/01/23 at \$412.00 per month.	\$2,884.00
Balance of Special Assessment due 11/01/22.	\$205.00
Special Assessment due 12/01/22 through 02/01/23 at \$250.00 per month.	\$750.00
Special Assessment due 07/01/13.	\$213.00
*Interest through 07/25/23	\$143.95
Certified and Regular Mail	\$20.20
Recording Costs Deed Search Copies	\$34.30
Management Company Administrative Fees	\$100.00
Attorneys Fees Claimed	\$700.00
Less Payment(s) made as of the date of the this Claim of Lien	(\$825.00)
TOTAL OUTSTANDING	\$4,875.45

*Interest accrues at the rate of 10% 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 and reasonable costs and attorneys fees, less any payments received.

Dated this 25th day of July, 2023.

WITNESSES:

Judy C. Ramos
 JUDY C. RAMOS
Tania Polanco
 TANIA POLANCO

BOCA CLUB ASSOCIATION, INC.

BY: Robert L. Kaye
 ROBERT L. KAYE
 Attorney-in-fact
 Florida Bar No.: 0694436

STATE OF FLORIDA :
 : ss
 COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27th day of July, 2023, by Robert L. Kaye as attorney-in-fact for BOCA CLUB 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: Tania Polanco
 NOTARY PUBLIC, STATE OF FLORIDA
 AT LARGE

TANIA POLANCO
 Printed Name of Notary Public

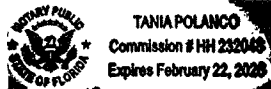
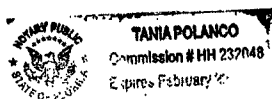


EXHIBIT C

ROBERT L. KAYE, B.C.S.*
MICHAEL S. BENDER, B.C.S.*
JEFFREY A. REMBAUM, B.C.S.*
DEBORAH S. SUGARMAN
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STUART M. SMITH
KAREN A. GREEN
BENJAMIN L. HEYDLAUFF
KERSTIN HENZE, OF COUNSEL
LISA A. MAGILL, B.C.S.*, OF COUNSEL
KARINA N. SKEIE, OF COUNSEL

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

MAIN OFFICE:
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*BOARD CERTIFIED SPECIALIST IN
CONDOMINIUM AND PLANNED
DEVELOPMENT LAW

**BOARD CERTIFIED SPECIALIST IN
CONSTRUCTION LAW

July 25, 2023

CERTIFIED MAIL NO: 9489 0090 0027 6395 2609 26
RETURN RECEIPT REQUESTED

Mr. Ovide Paul
8261 Via Di Venato
Boca Raton, FL 33496

RE: BOCA CLUB ASSOCIATION, INC.
OUR FILE NO.: 1475.0100
PROPERTY ADDRESS: 22615 SW 66 Avenue, #107A
Boca Raton, FL 33428
TOTAL OUTSTANDING: \$4,875.45

Dear Mr. Paul:

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 BOCA CLUB 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 November 2022 to the present. As of the date of this letter, the total amount due with interest and late fees is **\$4,875.45**. 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 **\$4,875.45** within forty-five (45) days of this letter being provided 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

EXHIBIT D

Ovide Paul
July 25, 2023
Page 2

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

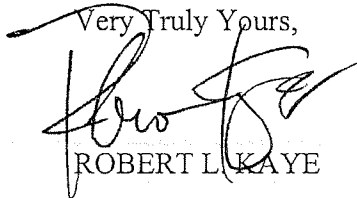
****PAYMENTS ARE ONLY ACCEPTED IN THE POMPANO BEACH OFFICE ****
PAYMENTS WILL NOT BE ACCEPTED IN
PALM BEACH GARDENS, ORLANDO OR TAMPA

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/jcr
Enclosures

cc: Board of Directors
Addressee (Sent by Regular Mail)
Addressee (Sent by Regular Mail, 22615 SW 66 Avenue, #107A, Boca Raton, FL 33428)

KAYE BENDER REMBAUM, P.L.

KAYE BENDER REMBAUM

ACCOUNT STATUS

7/25/2023

PAUL, OVIDE

ASSOCIATION BOCA CLUB CONDOMINIUM CLIENT ID# 1475.0100
 UNIT # 3875-107
 STATUS COLLECTIONS
 ADDRESS 22615 SW 66 AVENUE, #107A, BOCA RATON, FL 33428
 MAILING ADDRESS 8261 VIA DI VENATO, BOCA RATON, FL 33496
 ATTORNEY INTEREST RATE 10.00

DATE	CHARGE TYPE	ASSESSMENT	INTEREST	LATE FEES	ATTY FEES	COSTS	APPLIED	LINE BALANCE
11/01/22	R	325.00	2.52	0.00	0.00	0.00	327.52	0.00
11/01/22	B/SA	205.00	2.70	0.00	0.00	0.00	207.70	0.00
12/01/22	R	325.00	4.56	0.00	0.00	0.00	287.93	41.63
12/01/22	S/A	250.00	16.17	0.00	0.00	0.00	1.85	264.32
01/01/23	R	412.00	23.14	0.00	0.00	0.00	0.00	435.14
01/01/23	S/A	250.00	14.04	0.00	0.00	0.00	0.00	264.04
02/01/23	R	412.00	19.64	0.00	0.00	0.00	0.00	431.64
02/01/23	S/A	250.00	11.92	0.00	0.00	0.00	0.00	261.92
03/01/23	R	412.00	16.48	0.00	0.00	0.00	0.00	428.48
04/01/23	R	412.00	12.98	0.00	0.00	0.00	0.00	424.98
04/04/23	BPM	0.00	0.00	0.00	0.00	100.00	0.00	100.00
04/04/23	O	0.00	0.00	0.00	275.00	14.82	0.00	289.82
05/01/23	R	412.00	9.59	0.00	0.00	0.00	0.00	421.59
06/01/23	R	412.00	6.10	0.00	0.00	0.00	0.00	418.10
07/01/23	S/A	213.00	1.40	0.00	0.00	0.00	0.00	214.40
07/01/23	R	412.00	2.71	0.00	0.00	0.00	0.00	414.71
07/25/23	O	0.00	0.00	0.00	425.00	39.68	0.00	464.68
TOTAL								
CHARGES		\$4,702.00	\$143.95	\$0.00	\$700.00	\$154.50		\$5,700.45
APPLIED		\$815.62	\$9.38	\$0.00	\$0.00	\$0.00	\$825.00	
BALANCE		\$3,886.38	\$134.57	\$0.00	\$700.00	\$154.50		\$4,875.45

BALANCE DUE \$4,875.45

PAYMENT-HISTORY:

DATE	PAYMENTS	TYPE	CHECK#
11/23/22	\$250.00	A	163
12/19/22	\$325.00	A	171

THIS INSTRUMENT PREPARED BY
AND PLEASE RECORD AND RETURN TO:

ROBERT L. KAYE
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 ROBERT L. KAYE, attorney-in-fact for BOCA CLUB 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 Boca Club Condominium B claims this lien against the following property:

Condominium Unit No. 107, BOCA CLUB CONDOMINIUM "A", according to the Declaration of Condominium thereof, recorded in Official Record Book 2666, Page 831, of the Public Records of Palm Beach County, Florida and all amendments thereto.

The record owner(s) of such property is: OVIDE PAUL, A MARRIED MAN.

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

Maintenance due 11/01/22 through 12/01/22 at \$325.00 per month.	\$650.00
Maintenance due 01/01/23 through 07/01/23 at \$412.00 per month.	\$2,884.00
Balance of Special Assessment due 11/01/22.	\$205.00
Special Assessment due 12/01/22 through 02/01/23 at \$250.00 per month.	\$750.00
Special Assessment due 07/01/13.	\$213.00
*Interest through 07/25/23	\$143.95
Certified and Regular Mail	\$20.20
Recording Costs Deed Search Copies	\$34.30
Management Company Administrative Fees	\$100.00
Attorneys Fees Claimed	\$700.00
Less Payment(s) made as of the date of the this Claim of Lien	<u>(\$825.00)</u>
TOTAL OUTSTANDING	\$4,875.45

*Interest accrues at the rate of 10% 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 and reasonable costs and attorneys fees, less any payments received.

Dated this 25th day of July, 2023.

WITNESSES:

Judy C. Ramos
JUDY C. RAMOS

TANIA POLANCO
TANIA POLANCO

BOCA CLUB ASSOCIATION, INC.
BY: Robert L. Kaye
ROBERT L. KAYE
Attorney-in-fact
Florida Bar No.: 0694436

STATE OF FLORIDA :
 : ss
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 25th day of July, 2023, by Robert L. Kaye as attorney-in-fact for BOCA CLUB 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: Tania Polanco
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

TANIA POLANCO
Printed Name of Notary Public

