

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

CANYON ISLES HOMEOWNERS
ASSOCIATION, INC.,

CASE NO.:

Plaintiff,

DIVISION:

v.

WIKENSON P. JESTINE, UNKNOWN
SPOUSE OF WIKENSON P. JESTINE,
UNKNOWN TENANT IN POSSESSION
#1, UNKNOWN TENANT IN
POSSESSION #2,

Defendants.

COMPLAINT FOR FORECLOSURE

Plaintiff, CANYON ISLES HOMEOWNERS ASSOCIATION, INC., by and through its undersigned counsel, hereby sues Defendants and alleges:

1. This is an action to foreclose a Claim of Lien against real property located in Palm Beach County, Florida and for damages and the Court has jurisdiction.
2. Plaintiff, CANYON ISLES HOMEOWNERS ASSOCIATION, INC. is a Florida not-for-profit corporation with its principal place of business located in Palm Beach County Florida.
3. Defendant, WIKENSON P. JESTINE, is an individual *sui juris* residing and/or doing business in Palm Beach County, Florida.
4. The following described property (the "Property") is owned by WIKENSON P. JESTINE:

Lot 307, of Canyon Isles – Plat One, according to the Plat thereof, as recorded in Plat Book 105, at Page 1, of the Public Records of Palm Beach County, Florida.

Street Address: 11333 Sandstone Hill Terrace, Boynton Beach, Florida 33473.

5. Plaintiff has performed all statutory and contractual conditions precedent to the

bringing of this action.

COUNT I
FORECLOSURE

6. Plaintiff reallages paragraphs 1 through 5 as if fully set forth herein.

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

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

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

10. WIKENSON P. JESTINE failed to timely pay assessments for the Property and the account remains delinquent.

11. The Plaintiff, in accordance with Chapter 720 of the Florida Statutes, on April 28, 2023 mailed to WIKENSON P. JESTINE, by certified mail, return receipt requested, and by first-class United States mail its Notice of Intent to File Lien on the Property. A copy of this Notice of Intent to File Lien letter is attached hereto as Exhibit "B".

12. The Plaintiff, in accordance with Chapter 720 of the Florida Statutes, on July 28, 2023 mailed to WIKENSON P. JESTINE, by certified mail, return receipt requested, and by first-class United States mail its Notice of Intent to Foreclose its Claim of Lien on the Property, along with a copy of the associated Claim of Lien. A copy of this Notice of Intent to Foreclose letter is attached hereto as Exhibit "C".

13. As a result of the failure of WIKENSON P. JESTINE to pay the aforementioned sums within the time provided by the Notice of Intent to File Lien letter, Plaintiff, on August 4, 2023 recorded its Claim of Lien against the Property, a copy of which is attached hereto as Exhibit "D".

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

15. The Defendant, UNKNOWN SPOUSE OF WIKENSON P. JESTINE, whose actual name is unknown to Plaintiff, may claim to have some right or interest in the property sought to be foreclosed herein by virtue of a homestead interest which right or interest, if any, is subordinate, inferior and subject to Plaintiff's Claim of Lien.

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

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

WHEREFORE, Plaintiff requests that this Court enter judgment for its Claim of Lien, plus interest, plus all regular and special assessments, interest and late fees/administrative fees accruing from the date of the Claim of Lien due to the Plaintiff from WIKENSON P. JESTINE, together with

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

COUNT II
DAMAGES

18. Plaintiff realleges Paragraphs 1 through 10 and Paragraph 17, as incorporated by reference, as if fully set forth herein.

19. This is an action for damages against the owner of the Property to recover delinquent assessments, interest, late fees, costs, and attorney's fees from WIKENSON P. JESTINE.

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

21. WIKENSON P. JESTINE failed to pay assessments in the amounts described by the Claim of Lien attached as an exhibit hereto, plus accrued interest, late fees, costs, and attorneys' fees incident to the collection of the delinquent assessments. Additional assessments, interest, late fees, costs, and attorneys' fees have accrued and will accrue from the date of the Claim of Lien.

22. Chapter 720 of the Florida Statutes provides, in pertinent part, that each property owner shall be governed by and shall comply with the provisions of Chapter 720 of the Florida

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

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

A. Ascertain the amount of assessments, interest and late fees that Plaintiff is entitled to recover in this action.

B. Award to Plaintiff judgment in the amount of all delinquent assessments, interest and late fees found to be due.

C. Award to Plaintiff the costs and reasonable attorneys' fees incurred incident to collection of the delinquent assessments.

DATED this 2nd day of November, 2023.

WASSERSTEIN, P.A.

301 Yamato Road

Suite 2199

Boca Raton, Florida 33431

Tel.: (561) 288-3999

Primary E-Mail: danw@wassersteinpa.com

By: /s Daniel Wasserstein

DANIEL WASSERSTEIN, ESQ.

Florida Bar No. 42840

EXHIBIT “A”

NOT A CERTIFIED COPY



Return to: (enclose self-addressed stamped envelope)

Name:

Boynton Beach Associates XVI, LLLP
1600 Sawgrass Corporate Parkway, Suite 300
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

CFN 20060037432
OF: BK 19820 PG 0216
RECORDED 01/20/2006 10:28:08
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0216 - 327; (112pgs)

This Instrument Prepared by:

Mark F. Gram, Esq.
Ruden, McClosky, Smith
Schuster & Russell P.A.
200 East Broward Boulevard, 15th Floor
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR**

**CANYON
ISLES**

NOT A CERTIFIED COPY

Declaration executed by the fee owner thereof and Declarant. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term "Property" as used herein shall also mean the Additional Property.

Section 3. "AMENDMENT(S)" shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Declaration of Covenants, Restrictions and Easements for Canyon Isles" and each of which shall be properly adopted pursuant to the terms of the Canyon Isles Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

Section 4. "ARCHITECTURAL CONTROL COMMITTEE" or "COMMITTEE" shall mean the committee created pursuant to Article VIII hereof.

Section 5. "ARTICLES" shall mean the Articles of Incorporation of the Association which have been filed in the Office of the Secretary of State of the State of Florida on August 17, 2004, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time.

Section 6. "ASSESSMENT" shall mean assessments for which all Owners are obligated to pay to the Association and includes "Individual Lot Assessments" and "Special Assessments" (as such terms are defined in Article VII hereof) and any and all other assessments which are levied by the Association in accordance with the Canyon Isles Documents.

Section 7. "ASSOCIATION" shall mean and refer to CANYON ISLES HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to the Articles, which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and architectural control of Canyon Isles as provided in this Declaration.

Section 8. "ASSOCIATION PROPERTY" shall mean such portions of the Property which are not included in any Lot, except those areas dedicated to the public by the Plat or Additional Plat, if any, and which are or shall be owned or maintained by the Association, as set forth in this Declaration and/or the Plat or Additional Plat, if any, for the common use and enjoyment of the Owners within Canyon Isles, together with landscaping, personal property and any other Improvements thereon, including, without limitation, all of the following if and to the extent located thereon, all structures, gatehouse(s), the recreational tract(s) and park tracts as more particularly described in Article II, Section 2(1) hereof, open spaces, private streets, bridges, asphalt bike paths, sidewalks, irrigation facilities, "Street Lights" and "Decorative Street Lights" (as those terms are hereinafter defined), perimeter fences and walls, entry or other lighting, entrance features, fountains, buffer tracts, monument walls, monument signs, site walls, retaining walls, littoral plantings and decorative street signs, if any, but specifically excluding any public utility installations thereon, and all portions of any "Community Systems" (as hereinafter defined) not made Association Property pursuant to Article II, Section 8 hereof, and any other property of Declarant not intended to be made Association Property. "Association Property"

Section 2. BOARD. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

Section 3. DURATION OF ASSOCIATION. The duration of the Association shall be perpetual, as set forth in the Articles. In the event of termination, dissolution or final liquidation of the Association, the responsibilities for the operation and maintenance of the Drainage System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and must be approved by the Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VI

COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

Section 1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS. In order to: (a) fulfill the terms, provisions, covenants, conditions, restrictions, reservations, regulations, burdens, liens and easements contained in the Canyon Isles Documents; and (b) maintain, operate and preserve the Association Property for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and tenants, there is hereby imposed upon each Completed Lot, and Incomplete Lot, and each Completed Lot Owner and Incomplete Lot Owner, the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Completed Lot from Declarant as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Lot Assessments and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Canyon Isles Documents.

The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Canyon Isles Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Association Property, the Community Systems or against any and all personal property or Improvements thereon; (2) all charges levied for Community Systems or other utilities providing services for the Association Property or to Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Association Property and directors and officers liability insurance for the officers and directors of the Association; (4) any sums necessary for the maintenance and repair of the Association Property and all Improvements located thereon; (5) administrative and operational expenses; (6) costs and expenses of maintaining, repairing and replacing the Rural Parkway and Off-Site Rural Parkway as provided in Article II, Section 2(10) above; (7) the costs and expenses of maintaining, repairing and replacing the Lyons Road Median Improvements and Acme Dairy Roundabout Improvements as provided in Article IX, Section 1.B below; (8) all sums necessary for the maintenance and repair of the Drainage System, including, but not limited to, work within retention areas, drainage structures and drainage easements; and (9) any and all expenses deemed

to be Operating Expenses by the Association and/or under this Declaration. Reserves for replacements are specifically excluded from Operating Expenses. The Board may, if it so determines, include reserves in the Association's annual budget; however, reserves are not part of Operating Expenses and are therefore payable only by Completed Lot Owners. In addition, any expense which is required by the Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Association Property or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Association Property to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and Legal Fees incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Canyon Isles Documents or the enforcement of the use and occupancy restrictions contained in the Canyon Isles Documents, and except Legal Fees incurred for lawsuits not approved pursuant to Section 12 of Article XIII below.

The Operating Expenses with respect to the Association Property are payable by each Owner to the Association notwithstanding the fact that Declarant may not have as yet conveyed title to the Association Property to the Association.

Section 2. ESTABLISHMENT OF LIENS. Each Assessment against a Lot, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Canyon Isles Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation 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 full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains a deed or title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of a deed or title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Lot in question is secured by a claim of lien for Assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

Section 3. COLLECTION OF ASSESSMENTS. In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is(are) liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s), and such advance by the Association shall not waive the default.

3. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

4. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure of the Association.

5. To charge Interest on such Assessment from the date it becomes due, as well as a late charge of Twenty-Five and No/100 (\$25.00) Dollars to defray additional collection costs.

6. To suspend the use rights of the Owner(s) in default to the Association Property, subject to the Notice and Hearing provisions in Article X, Section 1 herein.

7. To suspend the right of the Owner(s) in default to vote on any matter on which Owners have the right to vote if such Owner is delinquent in payment of assessments for more than ninety (90) days.

Section 4. COLLECTION BY DECLARANT. In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

Section 5. RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES TO PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT. Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot(s). Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance

premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form acknowledging such reimbursement obligation(s) and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

Section 6. COMMUNITY SYSTEMS SERVICES. The Association shall have the right to enter into one or more agreement(s) ("Bundled Service Agreements") for receipt of television (via cable, satellite or otherwise), entertainment, telecommunication, internet, monitored alarm and/or other services (collectively, "Bundled Services") for Homes in Canyon Isles. Any and all costs and expenses incurred by the Association under or pursuant to any Bundled Service Agreements entered into by the Association for Bundled Services will be assessed against all Completed Lot Owners. It is contemplated that there may be features and services that are or will be available in addition to and not part of the Bundled Services (each, an "Optional Service"). Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement except to the extent, if any, that any Owner elects to receive an Optional Service (being a service not automatically received by all Owners entitled to receive Bundled Services pursuant to the Bundled Services Agreements). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs of such Optional Service. The foregoing shall in no way obligate Declarant or the Association to enter into any Bundled Services Agreement.

ARTICLE VII
METHOD OF DETERMINING ASSESSMENTS
AND ALLOCATION OF ASSESSMENTS

Section 1. DETERMINING AMOUNT OF ASSESSMENTS. The total anticipated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board as required under the Canyon Isles Documents. Each Completed Lot and Incomplete Lot shall be assessed its *pro rata* portion of the total anticipated Operating Expenses, which shall be the "Individual Lot Assessment" as to each Lot. The Individual Lot Assessment shall be based upon the level of service to each Lot and upon the state of the Lot's development, with the Owners of Completed Lots paying the Operating Expenses on a twenty to one ratio (20:1) compared to the Owners of Incomplete Lots as set forth below. Therefore, the Completed Lot Owners and Incomplete Lot Owners shall share the payment of the Operating Expenses on a ratio of twenty to one (20:1). Therefore, the total anticipated Operating Expenses (other than those expenses which are properly the subject of Special Assessment) shall be divided by the total number of Completed Lots multiplied by twenty (20) plus the number of Incomplete Lots, with the quotient thus arrived at being the "Individual Lot Assessment" for an Incomplete Lot. Said quotient multiplied by twenty (20) shall be the Individual Lot Assessment for a Completed Lot. The number of Completed Lots and Incomplete Lots shall be adjusted quarterly, as needed, as hereinafter set forth. At such time as Declarant has conveyed all of the Homes on all of the Lots, each Lot shall be a Completed Lot and the Individual Lot Assessment shall be equal for each Lot. Notwithstanding anything in the Canyon Isles Documents to the contrary, any

Assessment for Legal Fees incurred by the Association for lawsuits shall be deemed an Operating Expense which is properly the subject of Special Assessment and not the subject of an Individual Lot Assessment so long as approved pursuant to Section 12 of Article XIII, except the Legal Fees incurred by the Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to the Canyon Isles Documents or the enforcement of the use and occupancy restrictions contained in the Canyon Isles Documents.

Section 2. ASSESSMENT PAYMENTS. Individual Lot Assessments shall be payable quarterly, in advance, on the first day of January, April, July and October of each year, provided, however, at the Association's option, Individual Lot Assessments may be payable monthly. Individual Lot Assessments, and the quarterly or monthly installments thereof, may be adjusted from time to time by the Board to reflect changes in the number and status of Completed Lots and Incomplete Lots (thus apportioning all such Assessments and installments thereof among all Lots at the time such installment is due) or changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required. When an Incomplete Lot becomes a Completed Lot during a period with respect to which an Assessment or installment thereof has already been assessed, such Completed Lot shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Completed Lots in existence at the time of such Assessment, prorated from the date the Lot became a Completed Lot through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the Lot became a Completed Lot or prior thereto, said prorated amount thereof shall be immediately due and payable. Likewise, the amount paid with respect to such Completed Lot based upon the Lot's status as an Incomplete Lot, prorated from the date the Incomplete Lot became a Completed Lot to the end of the period in question, shall be credited against the amount owed as a Completed Lot.

Section 3. SPECIAL ASSESSMENTS "Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Canyon Isles Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Association Property or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative assent of at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws for all Special Assessments, except only any Special Assessment for: (a) repair, reconstruction, or replacement of damaged or destroyed Improvements previously existing on Association Property (including, without limitation, landscaping), or (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to, Association Property, which shall not require such affirmative assent of at least two-thirds (2/3) of the Members. Prior to the Turnover Date, a

Declarant-controlled Board may make a Special Assessment without such vote of the Members. Special Assessments are not included in the guarantee set forth in Article VII, Section 5 below.

Section 4. LIABILITY OF OWNERS FOR INDIVIDUAL LOT ASSESSMENTS. By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges that each Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessments and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Lot Assessment or any portion thereof, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Lot Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Lot Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Canyon Isles Documents.

Section 5. GUARANTEED ASSESSMENT DURING GUARANTEE PERIOD. Declarant covenants and agrees with the Association and the Owners that, for the period commencing with the date of recordation of this Declaration and ending upon the sooner to occur of the following: (i) the Turnover Date; or (ii) **December 31, 2006** (as such date may be extended as hereinafter provided, the "Guarantee Period"), Declarant shall be excused from payment of its share of the Operating Expenses and Assessments related to its Lots (other than Special Assessments) and, in turn, that the Individual Lot Assessment will not exceed the dollar amount set forth in the initial Budget of the Association ("Guaranteed Assessment") and that Declarant will pay the difference ("Deficit"), if any, between: (a) the Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) incurred by the Association during the Guarantee Period (as same may be extended as hereinafter provided), and (b) the sum of (x) the amounts assessed as Guaranteed Assessments against Owners during the Guarantee Period (as same may be extended as hereinafter provided), (y) the "Working Fund Contributions" set forth in Article VII, Section 7 hereof and (z) any other income of the Association during the Guarantee Period (as same may be extended as hereinafter provided). Thus, during the Guarantee Period (as same may be extended as hereinafter provided), Owners shall not be obligated to pay Assessments other than the Guaranteed Assessment and Special Assessments and the Owners' respective Working Fund Contributions. The Deficit, if any, to be paid by Declarant pursuant to this Section 5 shall be determined by looking at the Guarantee Period (as same may be extended as hereinafter provided) as a whole, without regard to quarterly, annual or any other accounting or fiscal periods and without regard to intraperiod allocations. In that regard, in the event it is determined at the end of the Guarantee Period (as same may be extended as hereinafter provided) that there is a Deficit and Declarant has previously advanced funds to the Association in excess of the Deficit during the Guarantee Period (as same may be extended as hereinafter provided), Declarant shall be entitled to the immediate repayment from the Association of the amount of funds advanced by Declarant in excess of the Deficit. Declarant hereby reserves the right to

extend the Guarantee Period from time to time to a date ending no later than the Turnover Date at Declarant's sole election by providing written notice to the Association of such election at least ten (10) days prior to the expiration of the Guarantee Period (as same may have been extended). Declarant also reserves the right to increase the amount of the Guaranteed Assessment during any such extended Guarantee Period (as same may have been extended). Special Assessments are not included in this guarantee. Special Assessments may include assessments for items such as capital expenditures or amounts needed to supplement repair expenses not covered by insurance. The initial Budget is based on a full build-out of Canyon Isles.

After the Guarantee Period (as same may have been extended) terminates, each Owner shall be obligated to pay Assessments as set forth in Article VII, Section 1 hereof, and, commencing at such time, Declarant shall be required to pay Assessments on any Lots it owns in the same manner as all other Owners.

Section 6. DECLARANT'S GUARANTEED ASSESSMENT NOT THE OBLIGATION OF INSTITUTIONAL MORTGAGEES. Notwithstanding anything to the contrary herein contained, it is specifically understood and declared that each Owner, by the acceptance of a deed or other instrument of conveyance of a Lot within the Property, shall be deemed to have acknowledged and agreed that no Institutional Mortgagee (other than Declarant) or any successor or assign of such Institutional Mortgagee, or any person acquiring a deed or title to any part of the Property by reason of the foreclosure or otherwise of an Institutional Mortgagee shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of Declarant: (i) to guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Canyon Isles Documents; or (ii) to pay the difference between the actual Operating Expenses and the Guaranteed Assessments, if any, assessed against Lots and the Owners thereof during the Guarantee Period (as same may have been extended) as may be provided for in any of the Canyon Isles Documents; provided, however, that an Institutional Mortgagee may, at its option, determine to continue the obligation of Declarant to guarantee the amount of the Assessments as herein provided. Additionally, a successor declarant shall not be deemed to guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Canyon Isles Documents or be obligated to pay the difference between the actual Operating Expenses and the Guaranteed Assessments, if any, assessed against Lots and the Owners thereof during the Guarantee Period (as same may have been extended) unless such obligation is assumed in writing by such successor declarant.

Section 7. WORKING FUND CONTRIBUTION. Each Owner who purchases a Lot with a Home thereon from Declarant shall pay to the Association at the time legal title is conveyed to such Owner, a "Working Fund Contribution." The Working Fund Contribution shall be an amount equal to a three (3) months' share of the annual, non-abated Operating Expenses applicable to such Lot pursuant to the initial Budget (which shall be prepared as if all Lots are Completed Lots and may be different from the Budget in effect at the time of closing). The purpose of the Working Fund Contribution is to insure that the Association will have cash available for initial start-up expenses, to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments, nor will they be held in reserve. To further ensure that the Association will have sufficient cash available to pay for start-up expenses, Operating Expenses and other expenses, Declarant may from time to time advance to the Association the Working

WC-84
TRI-COUNTY

RETURN TO:
NOVA TITLE COMPANY
1401 UNIVERSITY DR. SUITE 402
CORAL SPRINGS, FL 33071-0008
(954) 754-0000

CFN 20060414269
OR BK 20606 PG 1052
RECORDED 07/17/2006 11:17:37
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1052 - 1057; (6pgs)

This Instrument Prepared by and Return to:

Michelle DeRosa, Esq.
Boynton Beach Associates XVI, LLLP
1600 Sawgrass Corporate Parkway
Suite 300
Sunrise, Florida 33323

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR CANYON ISLES**

This instrument ("Amendment") is made as of the 21st day of June, 2006 by BOYNTON BEACH ASSOCIATES XVI, LLLP, a Florida limited liability limited partnership ("Declarant"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 300, Sunrise, Florida 33323, and joined in by CANYON ISLES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit ("Association"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 300, Sunrise, Florida 33323.

WHEREAS, Declarant has executed and recorded that certain Declaration of Covenants, Restrictions and Easements for Canyon Isles in Official Records Book 19820, Page 216 of the Public Records of Palm Beach County, Florida, as amended (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration provides in Section 8 of Article XIII that prior to the "Turnover Date" Declarant may amend the Declaration without the requirement of the consent of the Association or the "Owners" so long as such amendment does not materially impair the common plan of development of "Canyon Isles" (as such terms are defined in the Declaration); and

WHEREAS, Section 8 of Article XIII of the Declaration also provides that the Association shall, upon the request of the Declarant, join in any such amendment; and

WHEREAS, Declarant desires to amend the Declaration to address certain matters, as more fully set forth herein; and

WHEREAS, Declarant requests the joinder and consent of the Association; and

WHEREAS, the Turnover Date has not occurred as of the date first above written and the changes to the Declaration set forth in this Amendment do not materially impair the common plan of development of Canyon Isles.

NOW, THEREFORE, Declarant hereby declares that the Declaration is hereby amended as follows:

1. The recitations set forth herein are true and correct and are incorporated herein by reference. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.

2. The following paragraph is hereby added to Section 1 of Article IV of the Declaration:

O. The right, however, not the duty, of the Association, following a tropical storm, hurricane or other Act of God, to upright and/or remove any fallen or dislodged trees on: (i) any Lot, and/or (ii) any grassed areas located between the front and/or side of such Owner's Lot and the Street; all as more particularly set forth in Section 1.M. of Article IX below.

3. The sixth (6th) sentence in Section 3 of Article VII of the Declaration is hereby amended to read as follows:

Notwithstanding the foregoing, the levy of any Special Assessment after the Turnover Date shall require the affirmative assent of at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws for all Special Assessments, except only any Special Assessment for: (a) repair, reconstruction or replacement of damaged or destroyed Improvements previously existing on Association Property (including, without limitation, landscaping), (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to Association Property, or (c) uprighting or removal of any fallen or dislodged trees as set forth in Article IX, Section 1.M below; which shall not require the affirmative assent of at least two-thirds (2/3) of all Members.

4. The following paragraph is hereby added to Section 1 of Article IX of the Declaration:

M. The Association shall have the right, but not the obligation, following a tropical storm, hurricane or other Act of God, to upright and/or remove any fallen or dislodged trees, at the respective Owner's cost and expense on (i) any Lot, and/or (ii) any grassed areas located between the front and/or side(s) of such Owner's Lot and the street; on behalf of the Owner of such Lot. The Owner of said Lot shall be required to reimburse the Association for the costs and expenses incurred by the Association in connection with the uprighting and/or removal of any fallen or dislodged trees. In that regard, the Association may levy a Special Assessment against such Lot in connection with such costs and expenses, to the exclusion of all other Owners, without the need for obtaining the

affirmative assent of at least two-thirds (2/3) of all Members as set forth in Section 3 of Article VII.

5. This Amendment shall become effective upon recording amongst the Public Records of Palm Beach County, Florida.

6. As modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, this Amendment has been signed by Declarant and joined in by the Association on the respective dates set forth below.

WITNESSES:

Sharon Webb
Printed Name: SHARON WEBB

Janet Rittersporn
Printed Name: Janet Rittersporn

DECLARANT:

BOYNTON BEACH ASSOCIATES XVI,
LLLP, a Florida limited liability limited
partnership

By: BOYNTON BEACH XVI
CORPORATION, a Florida
corporation, its general partner

By: *Maria Menendez*
Name: M. Maria Menendez
Title: Vice President

(SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by N. Maria Menendez, the Vice President of BOYNTON BEACH XVI CORPORATION, a Florida corporation, the general partner of BOYNTON BEACH ASSOCIATES XVI, LLLP, Florida limited liability limited partnership, freely and voluntarily under authority duly vested in him/her by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or has produced _____ as identification.

21st WITNESS my hand and official seal in the County and State last aforesaid this day of June, 2006.



Michelle DeRosa Mulay
Commission # DD405784
Expires March 10, 2009
Broward Tray File - Inverness, Fla. 888-688-7919

Michelle DeRosa Mulay
Notary Public, State of Florida at Large

Typed, Printed or Stamped Name of Notary
Public
My Commission Expires:

WITNESSES:

Cindy Huff
Printed Name: CINDY HUFF

Synnette Miller
Printed Name: Synnette Miller

ASSOCIATION:

CANYON ISLES HOMEOWNERS
ASSOCIATION, INC., a Florida
corporation not for profit

By: Barbara Smith
Name: Barbara Smith
Title: President

(SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Barbara Smith, the President of CANYON ISLES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in him/her by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. She is personally known to me or has produced _____ as identification.


WITNESS my hand and official seal in the County and State last aforesaid this 30 day of June, 2006.

Maria V. Padron

Notary Public, State of Florida at Large

Maria V. Padron

Typed, Printed or Stamped Name of Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
 Maria V. Padron
Commission # DD494336
Expires: DEC. 28, 2009
Bonded Thru Atlantic Bonding Co., Inc.

NOT A CERTIFIED COPY

MORTGAGEE'S CONSENT AND SUBORDINATION

The undersigned, BANK OF AMERICA, N.A., a national banking association, as Agent ("Bank") is the owner and holder of the following loan documents (collectively, the "Loan Documents") by virtue of that certain Assignment of Mortgage and Other Loan Documents recorded July 22, 2005 in Official Records Book 18955, at Page 35 of the Public Records of Palm Beach County, Florida: (i) Amended and Restated Real Estate Mortgage and Security Agreement recorded July 22, 2005 in Official Records Book 18955, at Page 9 of the Public Records of Palm Beach County, Florida, (ii) UCC-1 Financing Statement given by Declarant, as debtor, recorded July 18, 2003 in Official Records Book 15552, at Page 675; as amended by UCC-3 recorded June 14, 2004 in Official Records Book 17111, at Page 1871; and further amended by UCC-3 recorded November 4, 2004 in Official Records Book 17728, at Page 1871; all of the Public Records of Palm Beach County, Florida, (iii) UCC-1 Financing Statement given by Declarant, as debtor, recorded July 18, 2003 in Official Records Book 15552, at Page 683 of the Public Records of Palm Beach County, Florida, and (iv) any other collateral loan documents securing the indebtedness referred to in the Loan Documents; which Loan Documents encumber the "Property" as defined in the foregoing Declaration of Covenants, Restrictions and Easements for Canyon Isles (the "Declaration"). Bank does hereby join in and consent to the execution and recording of this Amendment.

Signed, sealed and delivered in the presence of:

BANK:

BANK OF AMERICA, N.A., a national banking association, as Agent

By: _____

Name: Evita E. Francuz

Title: Vice President

Print Name: _____

Print Name: _____

[CORPORATE SEAL]

STATE OF FLORIDA)

) SS

COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Evita E. Francuz, as Vice President of BANK OF AMERICA, N.A., a national banking association, freely and voluntarily under authority duly vested in her by said corporation. She is personally known to me or produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of June, 2006.

July

Notary Public, State of Florida at Large

Marcela Quezada

Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

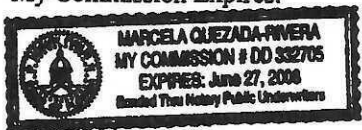


EXHIBIT “B”

NOT A CERTIFIED COPY

Wasserstein, P.A.

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

April 28, 2023

Sent Via First-Class U.S. Mail
& Certified Mail, Return Receipt Requested
#7022 3330 0000 7393 8903

Wikenson P. Jestine
11333 Sandstone Hill Terrace
Boynton Beach, FL 33473

**RE: Canyon Isles Homeowners
Association, Inc.
11333 Sandstone Hill Terrace, Lot 307
Boynton Beach, Florida 33473**

NOTICE OF INTENT TO RECORD A CLAIM OF LIEN

Dear Wikenson P. Jestine:

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

The following amounts are currently due on your account to Canyon Isles Homeowners Association, Inc. (the "Association") and must be paid within 45 days after your receipt of this letter.

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

Amount owed as of 4/19/23 is \$1,329.90 and broken down as follows:	
Quarterly Assessments (3 at \$1,126.00) beginning 4/1/22 through 12/31/22 with Interest at 18% per year on Quarterly Assessments (totaling \$119.76) with Late Fees (2 at \$25.00) and NSF Charges (3 at \$35.00)	\$3,652.76
Payments Received from 4/1/22 through 12/31/22	(\$2,433.17)
Quarterly Assessments (2 at \$1,200.00) beginning 1/1/23 through 4/19/23 with Interest at 18% per year on Quarterly Assessments (totaling \$90.92) with Late Fees (2 at \$25.00)	\$2,540.92
Payments Received from 1/1/23 through 4/19/23	(\$2,430.61)
Amount owed since 4/19/23 is \$50.00 and broken down as follows:	
Collections Costs (totaling \$50.00) beginning 4/20/23 through 4/28/23	\$50.00
Attorney's Fees	\$275.00
Attorney's Fee for Intent to Lien Letter	\$195.00
Total Amount Due	\$1,849.90

* Interest accrues at the rate of 18% percent per annum.

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

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

WASSERSTEIN, P.A.


DANIEL WASSERSTEIN
For the Firm

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

How can you dispute the debt?

- **Call or write to us by June 7, 2023, to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by June 7, 2023,** we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents.

What else can you do?

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by **June 7, 2023,** we must stop collection until we send you that information. You may use the form below or write to us without the form.
- **Go to www.cfpb.gov/debt-collection to learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.

Mail this form to:

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

Wikenson P. Jestine
11333 Sandstone Hill Terrace
Boynton Beach, FL 33473

How do you want to respond?

Check all that apply:

- I want to dispute the debt because I think:
 - This is not my debt.
 - The amount is wrong.
 - Other (please describe on reverse or attach additional information).
- I want you to send me the name and address of the original creditor.
- I enclosed this amount: \$

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

EXHIBIT “C”

NOT A CERTIFIED COPY

Wasserstein, P.A.

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

July 28, 2023

Sent Via First-Class U.S. Mail
& Certified Mail, Return Receipt Requested
#9589 0710 5270 0426 3067 38
Wikenson P. Jestine
11333 Sandstone Hill Terrace
Boynton Beach, FL 33473

**RE: Canyon Isles Homeowners
Association, Inc.
11333 Sandstone Hill Terrace, Lot 307
Boynton Beach, Florida 33473**

DELINQUENT ASSESSMENT

Amount owed as of 4/19/23 is \$1,329.90 and broken down as follows:	
Quarterly Assessments (3 at \$1,126.00) beginning 4/1/22 through 12/31/22 with Interest at 18% per year on Quarterly Assessments (totaling \$119.76) with Late Fees (2 at \$25.00) and NSF Charges (3 at \$35.00)	\$3,652.76
Payments Received from 4/1/22 through 12/31/22	(\$2,433.17)
Quarterly Assessments (2 at \$1,200.00) beginning 1/1/23 through 4/19/23 with Interest at 18% per year on Quarterly Assessments (totaling \$90.92) with Late Fees (2 at \$25.00)	\$2,540.92
Payments Received from 1/1/23 through 4/19/23	(\$2,430.61)
Amount owed since 4/19/23 is \$1,335.05 and broken down as follows:	
Quarterly Assessments (1 at \$1,200.00) beginning 4/20/23 through 7/28/23 with Interest at 18% per year on Quarterly Assessments (totaling \$60.05), Late Fees (1 at \$25.00), and Collections Costs (totaling \$50.00)	\$1,335.05
Attorney's Fees	\$930.00
Cost for Recording Claim of Lien	\$10.60
Payments Received from 4/28/23 through 7/28/23 (Post-Legal Action)	(\$1,276.61)
Total Amount Due	\$2,328.94

Dear Canyon Isles Homeowners Association, Inc.:

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

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

You owe the interest accruing from April 2022 to the present. As of the date of this letter, the total amount due with interest is \$2,328.94. All costs of any action and interest from this day forward will also be charged to your account.

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

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

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

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

WASSERSTEIN, P.A.


DANIEL WASSERSTEIN
For the Firm

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

EXHIBIT “D”

NOT A CERTIFIED COPY

THIS INSTRUMENT PREPARED BY:

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

CFN 20230267150
OR BK 34474 PG 1798
RECORDED 8/4/2023 12:08 PM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1798 - 1798; (1pgs)

CLAIM OF LIEN

KNOW ALL MEN BY THESE PRESENTS THAT: Canyon Isles Homeowners Association, Inc., a Florida not-for-profit corporation, whose mailing address is 8660 Meadow Lake Drive, Boynton Beach, FL 33473, claims this lien against the following property:

Lot 307, of Canyon Isles – Plat One, according to the Plat thereof, as recorded in Plat Book 105, at Page 1, of the Public Records of Palm Beach County, Florida.

Street Address: **11333 Sandstone Hill Terrace, Boynton Beach, Florida 33473.**

Record title to such property is currently held by **Wikenson P. Jestine.**

The total amount due to the Association is **\$2,328.94**, as follows:

Amount owed as of 4/19/23 is \$1,329.90 and broken down as follows:	
Quarterly Assessments (3 at \$1,126.00) beginning 4/1/22 through 12/31/22 with Interest at 18% per year on Quarterly Assessments (totaling \$119.76) with Late Fees (2 at \$25.00) and NSF Charges (3 at \$35.00)	\$3,652.76
Payments Received from 4/1/22 through 12/31/22	(\$2,433.17)
Quarterly Assessments (2 at \$1,200.00) beginning 1/1/23 through 4/19/23 with Interest at 18% per year on Quarterly Assessments (totaling \$90.92) with Late Fees (2 at \$25.00)	\$2,540.92
Payments Received from 1/1/23 through 4/19/23	(\$2,430.61)
Amount owed since 4/19/23 is \$1,335.05 and broken down as follows:	
Quarterly Assessments (1 at \$1,200.00) beginning 4/20/23 through 7/28/23 with Interest at 18% per year on Quarterly Assessments (totaling \$60.05), Late Fees (1 at \$25.00), and Collections Costs (totaling \$50.00)	\$1,335.05
Attorney's Fees	\$930.00
Cost for Recording Claim of Lien	\$10.60
Payments Received from 4/28/23 through 7/28/23 (Post-Legal Action)	(\$1,276.61)

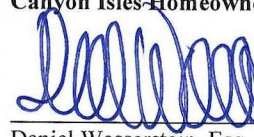
This Claim of Lien shall also secure all unpaid assessments, interest, late charges (if any), reasonable costs and attorney's fees that are due and that may accrue subsequent to the recording of this Claim of Lien and before entry of a certificate of title.

The total amount due and owing to the Association as referenced in this Claim of Lien remains outstanding as of July 28, 2023.

Dated this 28th day of July, 2023.

Canyon Isles Homeowners Association, Inc.

By:



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

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Daniel Wasserstein, Esq., as Attorney and Agent of Canyon Isles Homeowners Association, Inc. who is personally known to me, and who acknowledged before me by means of physical presence, this 28th day of July, 2023, that he executed the above Claim of Lien as such Attorney and Agent of said corporation, and that the same is the true and correct deed of said corporation.

My Commission Expires:



/s/



Print Name: Patricia Walker
NOTARY PUBLIC, State of Florida