

Clarion Oaks Homeowners Association, Inc., a
Florida not-for-profit corporation,

Plaintiff,

vs.

Juan Amesty; Dinoraht Amesty; First Franklin
Financial Corporation; WS Badcock
Corporation; and All Unknown
Tenants/Owners,

Defendant(s).

In the County Court in and for Orange County,
Florida

Case No.:

COMPLAINT TO FORECLOSE LIEN AND MONEY DAMAGES

Plaintiff **Clarion Oaks Homeowners Association, Inc.** ("Association") by and through its undersigned counsel hereby sues Defendant(s) **Juan Amesty and Dinoraht Amesty** ("Owner(s)") **First Franklin Financial Corporation; WS Badcock Corporation; and All Unknown Tenants/Owners** ("Tenant") (sometimes collectively referred to hereinafter as "Defendants"), and states as follows:

General Allegations

1. This is an action to foreclose a Claim of Lien for assessments and damages which do not exceed \$15,000.00, exclusive of interest, costs, and attorneys' fees.

2. Plaintiff Association is a homeowner's association operating pursuant to the provisions of Chapter 720, Florida Statutes, and is doing business in Orange County, Florida.

3. Pursuant to Article IV of the Declaration of Covenants, Conditions and Restrictions for Clarion Oaks, as recorded in the Public Records of Orange County, Florida ("Declaration"), Plaintiff Association is authorized to make and collect assessments for common expenses against the individual lots therein. A true and correct copy of the first page and those portions pertaining to collection of assessments is attached hereto as **Exhibit A**.

4. Defendant Owner(s) is/are the fee simple owners of the following described real property:

LOT(S) 30, CLARION OAKS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 25, PAGE(S) 123 AND 124, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. ("Property")

5. Defendant Tenant resides in and occupies the Property.
6. Defendant First Franklin Financial Corporation is a corporation authorized to conduct business in the State of Florida.
7. Defendant WS Badcock Corporation is a corporation authorized to conduct business in the State of Florida.
8. Defendant Owner(s) is/are not in the military service of the United States of America or any of its allies as of the service of this suit upon them. Therefore, Defendant Owner(s) is/are not entitled to protection under the Soldiers and Sailors Civil Relief Act of the United States, 50 U.S.C. 510, et seq.
9. By virtue of ownership in the Property, Defendant Owner(s) is/are a member of Plaintiff Association.
10. Pursuant to Article IV of the Declaration, Defendant Owner(s), as record title holder(s) of the Property, covenanted and agreed to pay to Plaintiff Association all assessments and special assessments, together with interest and costs of collection.
11. Plaintiff Association has levied assessments against the Property owned by Defendant Owner(s).
12. Defendant Owner(s) has/have failed to pay these assessments as they have become due and payable.

COUNT I: LIEN FORECLOSURE

13. This is an action to foreclose a Notice and Claim of Lien for homeowner's association assessments in accordance with the Declaration and Chapter 720, Fla. Stat.
14. Plaintiff Association readopts and realleges Paragraphs 1 through 12, as if more fully set forth herein.
15. Plaintiff Association on March 8, 2018, sent to Defendant Owner notice of its intention to file its lien, by certified mail, return receipt requested, USPS tracking number 9214 8901 9403 8304 8221, at least 45 days prior to filing its lien. A true and correct copy of the Notice of Intent to Lien is attached hereto as **Exhibit B**.

16. Plaintiff Association has filed a Notice of Claim of Lien against Defendant Owner(s), which was recorded on December 13, 2018, in DOC#20180721621, of the Public Records of Orange County, Florida. A true and correct copy of the Notice and Claim of Lien is attached hereto as **Exhibit C**.

17. Plaintiff Association on November 29, 2018, sent Defendant Owner notice of its intention to foreclose its lien to collect the unpaid assessments, by certified mail, return receipt requested, USPS tracking number 7192 6389 0010 3230 9166, at least 45 days prior to filing its foreclosure suit. A true and correct copy of the Notice of Intent to Foreclose is attached hereto as **Exhibit D**.

18. Notice of the Residential Foreclosure Mediation Program is being sent to Defendant Owner and immediately follows this Complaint.

19. Defendant Tenant may claim some right, title, or interest in the Property by virtue of their status as tenants; however any such right, title or interest claimed by Defendant Tenant is subject and inferior to the rights of Plaintiff Association.

20. Defendant First Franklin Financial Corporation may claim some right, title, or interest in the Property by virtue of that certain Mortgage which was recorded on February 26, 2007, in Official Records Book 09129, Page 1492, of the Public Records of Orange County, Florida. However, any such right, title or interest claimed by Defendant First Franklin Financial Corporation is subject and inferior to the rights of Plaintiff Association.

21. Defendant WS Badcock Corporation may claim some right, title, or interest in the Property by virtue of that certain Final Judgment which was recorded on July 2, 2009, in Official Records Book 9893, Page 8908, of the Public Records of Orange County, Florida. However, any such right, title or interest claimed by Defendant WS Badcock Corporation is subject and inferior to the rights of Plaintiff Association.

22. Plaintiff Association has retained the undersigned law firm to represent it in this action and is obligated to pay it a reasonable fee for its services.

23. All conditions precedent to the initiation of this action have occurred or have been waived.

WHEREFORE, Plaintiff Association requests that this Honorable Court (1) enter final judgment of foreclosure against the Defendants and order that the real property described above be sold to satisfy Plaintiff's lien together with interests, costs, and attorney's fees; (2) enter a deficiency judgment against the Defendant Owner in the amount remaining unpaid; (3) find that the interest of the Defendant Owner and all persons

claiming by, through, under, or against the Defendant Owner and all persons claiming by, through, under, or against the Defendant Owner whose interest has arisen since the filing of the notice of lis pendens shall be foreclosed; (4) grant such other and further relief as is just and proper.

COUNT II: MONETARY JUDGMENT

24. Plaintiff Association readopts and realleges Paragraphs 1 through 12 as if more fully set forth herein.

25. Section 720.3085, Florida Statutes, and Article IV of the Declaration allows the Association to bring an action at law to recover a money judgment against a unit owner for unpaid assessments without waiving any Claim of Lien.

26. Defendant Owner, as the owner of the Property, is liable for all assessments which come due during ownership.

27. Further, as the purchaser of the Property, Defendant Owner is liable for all unpaid assessments owing at the time of purchase, along with an accrued late fees, interest, costs, and attorneys' fees.

28. Defendant Owner's assessments are delinquent as Association is entitled to collect damages caused by the Defendant's failure to comply with the statutory and contractual provisions governing membership within the Association.

29. Due to Defendant Owner(s)'s failure to timely pay assessments as the same came due, Plaintiff Association has and does exercise its option to personally sue Defendant Owner(s).

30. All conditions precedent to the initiation of this action have occurred or have been waived.

31. Additional assessments have become due, and will become due, subsequent to the filing of this Complaint; Defendant Owner is obligated to pay these additional assessments to the Association pursuant to the Declaration and Florida Statutes.

32. Pursuant to Florida Statute 720.3085, the Association is entitled to recover all unpaid assessments, late fees, interest, and reasonable costs and attorneys' fees incurred in an action to recover a monetary judgment for unpaid assessments.

WHEREFORE, Plaintiff Association requests entry of judgment for damages against Defendant Owner(s) and for such other and further relief as is permitted by law and pursuant to the Declaration, including costs and attorneys' fees.

DHN ATTORNEYS, P.A.

3203 Lawton Road, Suite 125

Orlando, Florida 32803

Office: (407) 269-5346

Fax: (407) 650-2765

By: /s/ Ryan Fong

Ryan Fong, Esquire

Florida Bar No. 0113279

ryan@dhnatorneys.com

IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL
CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA

**A NOTICE FROM THE COURT REGARDING LAWSUITS TO FORECLOSE
MORTGAGES ON HOMES**

If you are being sued to foreclose the mortgage on your primary home and your home has a homestead exemption and if you are the person who borrowed the money for the mortgage or a residential lien foreclosure has been filed against you in which the plaintiff is a homeowner association, community association, or condominium association, you have a right to go to "mediation." At "mediation," you will meet with a Florida Supreme Court certified mediator appointed by the court and also a representative of the company suing you to see if you can work out an agreement to stop the foreclosure. **The mediator will not be allowed to give you legal advice or to give you an opinion about the lawsuit.** The mediator's job is to remain neutral and not take sides, but to give both sides a chance to talk to each other to see if an agreement can be reached to stop the foreclosure. If you and the company suing you come to an agreement, a settlement agreement will be written up and signed by you and the company suing you. With some limited exceptions, what each side says at the mediation is confidential and the judge will not know what was said at mediation.

To participate in mediation, you must contact the Program Manager by calling 407-515-4330 between 9:00 a.m. and 5:00 p.m., Monday through Friday. **Please call immediately if you may be interested in mediation to get more information about the program as there is a deadline to participate that expires approximately 40 days after the complaint is filed on your case.**

Representatives from the Orange County Bar Association Foreclosure Mediation Program will also try to contact you by phone and by mail. The homeowner's share of the mediation fee will be \$250.00 to participate in this mediation program and attend a mediation session. To participate in mediation, you will be asked later to provide financial information to the Program Manager so that information can be sent on your behalf to your lender. *You may talk to someone with the Orange County Bar Association about your mediation options and ask questions about the mediation process at no charge.*

The Program Manager will explain more about the mediation program to you when you call.

AS STATED IN THE SUMMONS SERVED ON YOU, YOU OR YOUR LAWYER MUST FILE WITH THE COURT A WRITTEN RESPONSE TO THE COMPLAINT TO FORECLOSE WITHIN 20 DAYS AFTER YOU WERE SERVED. YOU OR YOUR LAWYER MUST ALSO SEND A COPY OF YOUR WRITTEN RESPONSE TO THE PLAINTIFF'S ATTORNEY. YOU MUST TIMELY FILE A WRITTEN RESPONSE TO THE COMPLAINT EVEN IF YOU DECIDE TO PARTICIPATE IN MEDIATION. IF YOU FAIL TO TIMELY RESPOND TO THE COMPLAINT, THE FORECLOSURE WILL PROCEED AND A DEFAULT JUDGMENT MAY BE ENTERED AGAINST YOU. YOU WILL NOT BE ABLE TO REQUEST MEDIATION AT ANY POINT IF YOU FAIL TO RESPOND TO THE COMPLAINT.

_____/s/ Frederick J. Lauten_____
Chief Judge, Ninth Judicial Circuit

**AVISO DE PROGRAMA RFMP PARA SER ENTREGADO CON SU ORDEN
DE COMPARECENIA**

EN LA CORTE CIRCUITO PARA EL NOVENO CIRCUITO
JUDICIAL EN Y PARA DEL CONDADO DE ORANGE DE LA
FLORIDA

UN AVISO DE LA CORTE SOBRE DEMANDAS DE EJECUCIÓN DE CASAS

Si usted esta siendo demandado y le van ha efectuar una ejecución hipotecaria en su casa de residencia; es la persona que solicito el préstamo para la hipoteca de su casa y tiene una excepción de casa, o se ha presentado una ejecución hipotecaria de embargo preventivo contra usted en la cual el demandante es una asociación de propietarios, una asociación comunitaria o una asociación de condominios, --- tiene el derecho de solicitar una “mediación”. En una “mediación,” usted se reunirá con un persona certificada por la Corte Suprema de la Florida y asignado por la corte. Esta persona tambien representa a la compañía que solicitó la ejecución de su hipoteca para que usted y el demandante puedan llegar a un acuerdo y detener la ejecución hipotecaria. **El mediador no estará supuesto a dar asistencia legal o dar opinión acerca de la demanda.** El trabajo del mediador es permanecer neutral y no estar de lado de ninguna de las dos partes, pero si, de darle a las dos partes la oportunidad de conversar entre ellos y de llegar a un acuerdo que posiblemente pueda detener la ejecución hipotecaria. Si ambas partes llegan a un acuerdo, este debe ser por escrito y firmando por la compañía que lo esta demandando y por el demandado. Con algunos limites de excepciones, lo que cada parte diga en la mediación es confidencial y el Juez no sabrá que se dijo en la mediación.

Para participar en una mediación, usted necesitará contactar al Gerente del Programa al 407-515-4330 entre las 9:00 a.m. y 5:00 p.m., de lunes a viernes. **Por favor llamar inmediatamente si usted esta interesado en participar en una mediación y desea más información del programa. Usted solo tendrá 40 días después de que la demanda fue registrada en su caso para elegir una mediación.**

Representantes de el Programa de Mediacion de Ejecuciones Hipotecarias de la Asociación del Colegio de Abogados del Condado de Orange tambien tratarán de contactarlo vía teléfono o correo. El dueño de la propiedad será responsable de pagar un cargo de \$250.00 por la mediación, para participar en este programa y atender la sesión. Para participar en mediación, usted tendrá que proveer información financiera al Gerente del Programa, para que esta sea enviada al prestamista. *Usted podra hablar con alguien de la Asociación del Colegio de Abogados del Condado de Orange sobre las opciones de su mediación y preguntarle del proceso sin costo adicional.*

EL GERENTE DEL PROGRAMA LE EXPLICARÁ MAS DEL PROGRAMA DE MEDIACIÓN CUANDO USTED LLAME. COMO ESTA DICHO EN SU DEMANDA, USTED O SU ABOGADO TIENEN 20 DÍAS PARA ARCHIVAR EN LA CORTE UNA RESPUESTA A LA DEMANDA DE LA EJECUCIÓN HIPOTECARIA REGISTRADO CONTRA USTED. USTED O SU ABOGADO NECESITARÁN ENVIARLE UNA COPIA DE SU RESPUESTA AL ABOGADO DEL DEMANDANTE. USTED TENDRÁ QUE ARCHIVAR UNA RESPUESTA A LA DENUNCIA DENTRO DE LA FECHA DE VENCIMIENTO SI DESEA PARTICIPAR EN MEDIACIÓN. SI USTED FALLA EN RESPONDER A TIEMPO A LA DENUNCIA UN FALLO DE INCUMPLIMIENTO PUEDE SER REGISTRADO CONTRA USTED. NO PODRÁ SOLICITAR UNA MEDIACIÓN DE NINGUNA MANERA AL NO HABER RESPONDIDO A LA

DEMANDA A TIEMPO.

/s/ Frederick J. Lauten
Juez Principal, Noveno Circuito
Judicial

Exhibit 1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

3497210 ORANGE CO. FL.
01:14:40PM 04/19/90

CLARION OAKS

OR 4176 PG 3047

THIS DECLARATION of Covenants, Conditions and Restrictions for Clarion Oaks ("Declaration"), is made this 17 day of JANUARY, 1990, by Bolin Development, Inc., a Florida corporation, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of certain property located in Orange County, Florida, which is more particularly described herein (the "Property"); and

WHEREAS, Declarant wishes to impose certain covenants, conditions and restrictions upon the Property for the purpose of protecting the value and desirability thereof and promoting the general welfare of the owners of the Property;

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions, easements, and restrictions, which shall run with the Property, and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.01 "Architectural Review Committee" or "ARC" means and refers to the committee established by the Board of Directors of Clarion Oaks Homeowner's Association, Inc. pursuant to the Bylaws.

Rec Fee \$ 69.00 MARTHA O. HAYNIE,
Add Fee \$ 9.00 Orange County
Doc Tax \$ — Comptroller
Int Tax \$ — By RAK
Total \$ 78.00 Deputy Clerk

ARTICLE IV
ASSESSMENTS

4.01 Each Owner, by acceptance of a deed therefor, whether or not so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall be deemed to covenant and agree to pay to the Association all annual assessments and all special assessments which are levied by the Association. All annual and special assessments, and the cost of collection thereof (including interest and reasonable attorneys' fees), shall be a charge on the land and a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area, by abandonment or otherwise; provided, however that the Declarant shall not be liable for assessments against any Lots owned by the Declarant.

4.02 The annual and special assessments levied by the Association shall be used exclusively for the repair and maintenance of the Property and for promoting the health, safety and welfare of the Owners pursuant to the Articles and Bylaws.

4.03 The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the stormwater management system. The assessments shall be used for the maintenance and repair of the stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

BR4216 FG4874

4.04 All regular and special assessments shall be at a uniform rate for each Lot.

4.05 If any assessment is not paid within thirty (30) days of the date when due, such assessment shall then become delinquent and shall, together with interest thereon, at the rate of 18% per annum, and the cost of collection thereof, become a continuing lien on the Lot(s) against which such assessment is made and shall also be a continuing personal obligation of the Owner(s) against whom the assessment is levied. The Association may bring an action to foreclose the lien against the Lot(s).

4.06 The lien of the Association for any delinquent assessment shall be subordinate to a bank, life insurance company, federal or state savings and loan association, or other institutional mortgage. Such subordination shall apply only to assessments which have become due and payable prior to the sale or transfer of a Lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, but shall not relieve any Owner from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

4.07 Any Owner who does not pay any assessment within thirty (30) days of the date when due shall be ineligible to use any property of the Association as long as such delinquency continues.

4.08 Failure to pay assessments does not constitute a default under an insured mortgage.

ARTICLE V
MAINTENANCE

5.01 The Association shall have the following duties and obligations with respect to the Property:

(a) Maintenance, landscaping and repair of the Common Area;

(b) Maintenance and repair of all storm drains, lakes and drainage courses, retention areas, private roads, utility easements, sewer treatment plants, county hookups and sprinkler systems in the Common Area;

(c) Painting of the exterior walls, common walls, fences and entry gates that are part of or attendant to the Common Area;

(d) Hiring employees necessary to accomplish the duties set forth in this Declaration;

(e) Maintaining fire, extended coverage, liability, and worker's compensation insurance, and any other insurance in such amounts as deemed necessary by the Board;

(f) Acquiring equipment for the maintenance and repair of the Common Area as may be determined by the Board;

(g) Obtaining other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, or insurance which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the

operation of the Property, for the benefit of the Owners, or for the enforcement of this Declaration.

5.02 The Association shall be responsible for the maintenance, operation and repair of the stormwater management system. Maintenance of the stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or construction of the stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

5.03 With the exception of those responsibilities specifically conferred on the Association, each Lot shall be maintained and repaired, at the Owner's sole cost and expense, in a condition comparable to its condition at the time of its initial construction, reasonable wear and tear excepted.

5.04 In the event that any of the improvements located in the Property are destroyed or damaged as a result of any cause, including, but not limited to fire, windstorm, flood or tornado, the Owner of such improvements or the Association if the damaged property shall be located within the Common Area, shall cause repair or replacement of such improvements to be commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within six (6) months thereafter, or as soon as reasonably practicable. All

such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and boundary of the original improvements.

5.05 In the event that the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 5.03, then in that event, the Association shall be deemed to have been granted the right by the Owner to commence and complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specification of the original improvements.

5.06 In the event that the Association exercises the rights afforded to it in Section 5.04, the Owner of the subject Lot shall be deemed to have assigned to the Association any right the Owner may have to insurance proceeds that may be available to the Owner arising from the damage or destruction of the improvements. For this purpose, each Owner agrees to provide for the Association to be named as a co-insured under any hazard and flood insurance policy relating to his Lot and the improvements constructed thereon. Further, the Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the improvements provided for above, taking into account local construction costs and property values as they may, from time to time, exist. In the event that an Owner refuses to increase such insurance coverage deemed reasonably necessary by the Association, or if the Owner allows

the required insurance coverage to lapse, or for some other reason, causes the same to become null and void, the Association may purchase whatever coverage it deems necessary for the Association's benefit. The costs so incurred by the Association shall become due and payable in all respects, together with interest, reasonable attorneys' fees and cost of collection, as provided for in connection with the other assessments of the Association, and shall be subordinate to mortgage liens as is provided by Section 4.05, above.

5.07 For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at all reasonable hours.

ARTICLE VI

ARCHITECTURAL CONTROL

IR 210 PG 4879

6.01 No improvement, addition, deletion, or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, drain, disposal system, aerial, antenna or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change, alteration, repair or replacement therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Architectural Review Committee.

6.02 The Board shall promulgate and adopt residential planning criteria for the Property for the purpose of protecting the value of the Property and providing for the health, safety

and welfare of the Owners. When the residential planning criteria have been adopted by the Board they shall be applicable to the Property as if fully set forth herein. The residential planning criteria may be amended from time to time by the Board.

ARTICLE VII

4216 PG4880

USE RESTRICTIONS

7.01 Lots may be used for single family residential living units and for no other purpose. No Lot shall be divided, subdivided, partitioned or reduced in size.

7.02 No building shall be located on any Lot nearer than 25 feet to the front lot line or nearer than 15 feet to any side street line. No building shall be located nearer than 7.5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another Lot. If there is any conflict between this covenant and zoning regulations of the proper governing authority, said zoning regulations shall apply.

7.03 Maintenance and landscaping of each Lot including the area of each Lot outside the improvements located thereon shall be the responsibility of the Owner.

7.04 No tents, trailers, shacks, temporary or accessory buildings or structures shall be erected or permitted to remain

Exhibit 2



BONO & ASSOCIATES
761 Ciara Creek Cove
Longwood, FL 32750
407-233-3560
info@bonomgmt.com

11/15/18 Bal \$ 4,468.68

COH/5160CH
Juan and Dinoraht Amesty
5160 Clarion Hammock Dr
Orlando FL 32808

Date: March 08, 2018

Clarion Oaks HOA Inc.
-Certified Intent to Lien-

RE: Clarion Oaks HOA Inc.; 5160 Clarion Hammock Dr; Account # 5160CH

Dear Juan and Dinoraht Amesty :

Pursuant to the provisions of Chapter 720.3085(S) this is a notice that Clarion Oaks HOA Inc. intends to bring an action in its name to record a Claim of Lien against your property in the Public Records of the County in which the deed is recorded, for the amount of your unpaid assessments, interest, and cost of collection.

The total amount due is \$4,701.02 and must be paid in full. It is extremely urgent that you submit payment in full within forty-five (45) days of receipt of this letter. A complete breakdown of the charges that are past due is provided below.

| | |
|-----------------|------------|
| Certified ITL | \$35.00 |
| Postage | \$7.02 |
| ASSESSMENT | \$629.28 |
| Beginning Balan | \$3,383.69 |
| Late Fees | \$590.62 |
| Interest | \$55.41 |
| <hr/> | <hr/> |
| Total: | \$4,701.02 |

Late Policy: 18% Interest per annum

Please make your check payable to Clarion Oaks HOA Inc. in the amount of \$ 4,701.02, and mail to Clarion Oaks HOA Inc., c/o Bono and Associates, 761 Ciara Creek Cove, Longwood, FL 32750 please include your account number (5160CH). You may also go to www.bonomgmt.com and pay the delinquent amount using a credit card or e-check (an additional 3rd Party Processing Fee applies).

If you need to discuss this matter with us or have submitted payment prior to receiving this letter, please contact our office at the number above.

Sincerely,
Clarion Oaks HOA Inc.
Accounting Department

cc: 1st class mail
Alt. Address (if applicable)

Exhibit 3

Rec Fee: \$10.00

Deed Doc Tax: \$0.00

Mortgage Doc Tax: \$0.00

Intangible Tax: \$0.00

Phil Diamond, Comptroller

Orange County, FL

Ret To: SIMPLIFILE LC

Prepared by and after recording return to:
 Don H. Nguyen
 DHN Attorneys P.A.
 3203 Lawton Road, Suite 125
 Orlando, FL 32803

NOTICE AND CLAIM OF LIEN

STATE OF FLORIDA)
 COUNTY OF ORANGE)

BEFORE ME, the undersigned authority, personally appeared Don H. Nguyen, Esq. ("Agent"), who, being duly sworn says:

1. That Agent is the authorized representative of Clarion Oaks Homeowners Association, Inc., a corporation not-for-profit, the Lienor herein, hereinafter "Association," whose address is 761 Clara Creek Cove, , Longwood, FL 32750.

2. That Juan Amesty and Dinoraht Amesty hereinafter the "Owner," is the record owner of the following described real property in Orange County, Florida:

LOT(S) 30, CLARION OAKS, ACCORDING TO THE PLAT THEREOF, RECORDED IN
 PLAT BOOK 25, PAGE(S) 123 AND 124, OF THE PUBLIC RECORDS OF ORANGE
 COUNTY, FLORIDA.

a/k/a 5160 Clarion Hammock Drive, Orlando, FL 32808

3. That the Owner is delinquent in the payment of the Association assessments as of the date hereof.
4. That notification of said delinquency has been given, but the same remains unpaid as of the date hereof.
5. That the Declaration allows a lien for unpaid assessments to be placed upon residences in the Association.
6. That the due dates are as follows, plus other past deficiencies and amounts due and owing:

Amount Due
 \$5,030.07
 (Maintenance Assessments, Interest,
 Costs, and Attorneys' Fees)

Date When Due
 November 29, 2018

WHEREFORE, notice is hereby given that the Association claims a lien in the amount of \$5,030.07, in addition to all late charges, interest, costs of collection, including reasonable attorneys' fees, and all future assessments on the real property described in paragraph 2 above, which lien shall also secure payment as stated to become due and payable henceforth until payment in full of same.

Clarion Oaks Homeowners Association, Inc.

By: [Signature]
 Don H. Nguyen, Esq. authorized agent

The foregoing instrument was acknowledged before me on 12/16/18 by Don H. Nguyen, Esq., as agent for Association, who is personally known to me.

By: [Signature]
 Notary Public [signature]
 [Name of Notary Public Printed]

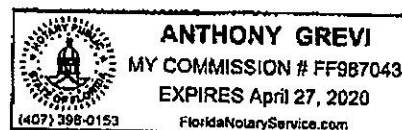


Exhibit 4

DHN | Attorneys

3203 Lawton Road, Suite 125
Orlando, FL 32803
Phone: (407) 269-5346
Fax: (407) 650-2765
www.HOALawOrlando.com



November 29, 2018

VIA U.S. CERTIFIED MAIL
& VIA U.S. REGULAR MAIL

Juan Amesty and Dinoraht Amesty
5160 Clarion Hammock Drive
Orlando, FL 32808

RE: Clarion Oaks Homeowners Association, Inc.
Juan Amesty and Dinoraht Amesty - 5160 Clarion Hammock Drive Orlando, FL
32808
E-PAYMENT ID: **16-66A203**

NOTICE OF LIEN AND INTENT TO FORECLOSE

For your convenience, we accept electronic and credit card payments (Visa, Mastercard, AMEX, and Discover) through our website at www.HOALawOrlando.com. To use this service, please click on the "Payment Portal" at the bottom left and enter your E-Payment ID listed above.

Dear Sir and/or Madam:

Please be advised that this Firm has been retained by the Association for its collections and foreclosure matters. Several demands for payment of your delinquent Association assessments have been sent to you previously, but you have failed, refused, or neglected to pay your delinquent assessments in full. As a result, a Claim of Lien will be filed against your property for all amounts due and owing for assessments, interest and costs.

Pursuant to the Declaration, as well as Fla. Stat. 720.3085, in addition to the unpaid assessments, the Association is authorized to charge interest and/or late fees for such unpaid assessments for as long as the total amount remains unpaid. Further, as a result of this matter being turned over to us, attorneys' fees and costs have been incurred. A breakdown of the current amount due and owing to release the Claim of Lien is as follows:

| | |
|--|-------------------|
| Delinquent assessments, interest, and late fees: | \$4,468.68 |
| Upcoming assessment: | \$78.66 |
| Upcoming late fees: | \$56.48 |
| Attorney's fees: | \$300.00 |
| Costs of collection: | \$51.25 |
| Final disposition and disbursement: | \$75.00 |
| Total Due and Owing: | \$5,030.07 |

In order to avoid further legal action, such as foreclosure and additional fees, costs, and interest, you are hereby demanded to make full payment of the above within **forty-five (45) days** from the date of this letter. You must pay this amount by submitting a check payable to "DHN Attorneys" to 3203 Lawton Road, Suite 125, Orlando, Florida 32803 or by visiting our Payment Portal at www.HOALawOrlando.com and entering your E-Payment ID above.

In order to ensure a prompt response and to maintain accurate records, all responses to this communication must be made in writing and may be sent via regular mail, via facsimile at (407) 650-2765, or via electronic mail at anthony@dhnnattorneys.com. You may also request a payment plan, which must be reasonable, confirmed in writing, and approved by the Association. Be advised that this Firm charges additional fees and costs to negotiate and monitor the payment plan.

Neither the Association nor this Firm is responsible for lost, stolen, delayed, or otherwise undeliverable checks or mail. It is your sole obligation to ensure that your payment has been successfully received.

Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. 1601 as amended, this is your notice that:

- 1. This is an attempt to collect a debt and information obtained will be used for that purpose;**
- 2. The amount of debt you owe is referenced in this letter;**
- 3. The name of the creditor to whom the debt is owed is referenced in this letter;**
- 4. Unless you, within thirty (30) days after receipt of this notice, dispute the validity of the debt or any portion thereof, the debt will be assumed to be valid;**
- 5. If you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgement against you, and a copy of such verification or judgment will be mailed to you by us;**
- 6. Upon your written request, within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.**

Please govern yourself accordingly.

Sincerely,

/s/ Don H. Nguyen

Don H. Nguyen, Esquire

DHN/jb

w/encls

Prepared by and after recording return to:
Don H. Nguyen
DHN Attorneys P.A.
3203 Lawton Road, Suite 125
Orlando, FL 32803

NOTICE AND CLAIM OF LIEN

STATE OF FLORIDA)
COUNTY OF ORANGE)

BEFORE ME, the undersigned authority, personally appeared Don H. Nguyen, Esq. ("Agent"), who, being duly sworn says:

1. That Agent is the authorized representative of Clarion Oaks Homeowners Association, Inc., a corporation not-for-profit, the Lienor herein, hereinafter "Association," whose address is 761 Ciara Creek Cove, , Longwood, FL 32750.

2. That Juan Amesty and Dinoraht Amesty hereinafter the "Owner," is the record owner of the following described real property in Orange County, Florida:

LOT(S) 30, CLARION OAKS, ACCORDING TO THE PLAT THEREOF, RECORDED IN
PLAT BOOK 25, PAGE(S) 123 AND 124, OF THE PUBLIC RECORDS OF ORANGE
COUNTY, FLORIDA.

a/k/a 5160 Clarion Hammock Drive, Orlando, FL 32808

3. That the Owner is delinquent in the payment of the Association assessments as of the date hereof.
4. That notification of said delinquency has been given, but the same remains unpaid as of the date hereof.
5. That the Declaration allows a lien for unpaid assessments to be placed upon residences in the Association.
6. That the due dates are as follows, plus other past deficiencies and amounts due and owing:

Amount Due

\$5,030.07

(Maintenance Assessments, Interest,
Costs, and Attorneys' Fees)

Date When Due

November 29, 2018

WHEREFORE, notice is hereby given that the Association claims a lien in the amount of **\$5,030.07**, in addition to all late charges, interest, costs of collection, including reasonable attorneys' fees, and all future assessments on the real property described in paragraph 2 above, which lien shall also secure payment as stated to become due and payable henceforth until payment in full of same.

Clarion Oaks Homeowners Association, Inc.

By: _____
Don H. Nguyen, Esq. authorized agent

The foregoing instrument was acknowledged before me on _____ by Don H. Nguyen, Esq., as agent for Association, who is personally known to me.

By: _____
Notary Public [signature]

[Name of Notary Public Printed]