

IN THE COUNTY COURT IN AND FOR PASCO COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: 51-2008-CC-3134-WS (U)

GULF ISLAND BEACH AND TENNIS CLUB  
CONDOMINIUM ASSOCIATION, INC.,

Plaintiff,

vs.

OCEANSIDE ACQUISITION, L.L.C., a Florida  
Limited Liability Company,

Defendant.

**NOTICE OF APPEARANCE, NOTICE OF RECEIVERSHIP  
AND MOTION TO STAY PROCEEDINGS**

BERGER SINGERMANN and JAMES D. GASSENHEIMER, hereby enter their  
Appearance as Counsel for Defendant, OCEANSIDE ACQUISITION, LLC, and hereby request  
that copies of all pleadings, correspondence, notices, etc., be sent to:

BERGER SINGERMANN  
1000 Wachovia Bank Building  
200 South Biscayne Boulevard  
Miami, Florida 33131  
Direct Line: (305) 714-4383  
Telephone: (305) 755-9500  
Facsimile: (305) 714-4340  
E-Mail: [jgassenheimer@bergersingermann.com](mailto:jgassenheimer@bergersingermann.com)

and, further files a copy of the Notice of Temporary Restraining Order, and respectfully moves  
this Honorable Court to enter an Order Staying Proceedings, and as grounds therefore states:

1. OCEANSIDE ACQUISITION, LLC is a Relief Defendant under BERMAN  
MORTGAGE CORPORATION which is the subject to a State Court Receivership before Judge  
Wilson. (See attached *Temporary Injunction and Agreed Order Appointing Receiver* ("TRO"))

attached hereto as Exhibit "A.")

2. Pursuant to the TRO all actions against any Relief Defendant of BERMAN MORTGAGE CORPORATION are to be stayed until further Order of the Receivership Court.

**WHEREFORE**, Defendant, OCEANSIDE ACQUISITION, LLC, respectfully requests this Court to enter a Stay of Proceedings until further Order of Judge Wilson in the Receivership case is entered, and for such other and further relief as this Court deems just and proper.

**CERTIFICATE OF SERVICE**

**WE HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished by U.S. Mail on this **24<sup>th</sup> day of September 2008**, to: **Steven H. Mezer, Esquire**, *Counsel for Plaintiff*, BUSH ROSS, P.A., Post Office Box 3913, Tampa, Florida 33601.

Respectfully submitted,

**BERGER SINGERMAN**  
*Attorneys for Defendant*  
1000 Wachovia Financial Center  
200 South Biscayne Boulevard  
Miami, Florida 33131  
Direct Line: (305) 714-4383  
Telephone: (305) 755-9500  
Facsimile: (305) 714-4340  
E-Mail: [jgassenheimer@bergersingerman.com](mailto:jgassenheimer@bergersingerman.com)

By:   
\_\_\_\_\_  
**JAMES D. GASSENHEIMER**  
Florida Bar No. 959987

1709701-1

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL  
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA,  
OFFICE OF FINANCIAL REGULATION,

CASE NO:

07-43672 CA 09

Plaintiff,

v.

BERMAN MORTGAGE CORPORATION,  
a Florida corporation, M.A.M.C. INCORPORATED,  
a Florida corporation, DANA J. BERMAN as Owner and  
Managing Member,

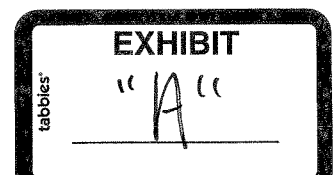
Defendants,

and,

DB ATLANTA, LLC, a Florida Limited  
Liability Company, DB DURHAM, LLC, a Florida Limited  
Liability Company, NORMANDY HOLDINGS II,  
LLC, a Florida Limited Liability Company, NORMANDY  
HOLDINGS III, LLC, a Florida Limited Liability Company,  
WATERSIDE ACQUISITIONS, LLC, a Florida Limited Liability  
Company, DBKN GULF INCORPORATED, a Florida Limited  
Liability Company, OCEANSIDE ACQUISITIONS, LLC,  
a Florida Limited Liability Company, DB BILOXI, LLC, a Florida  
Limited Liability Company, DB BILOXI II, LLC, a Florida  
Limited Liability Company, DB BILOXI III, LLC, a Florida  
Limited Liability Company, DBDS VERO BEACH, LLC, a  
Florida Limited Liability Company, DB TAMPA, LLC, a  
Florida Limited Liability Company, DB SIMPSONVILLE,  
LLC, a Florida Limited Liability Company, DBDS NORTH MIAMI,  
LLC, a Florida Limited Liability Company, REDLANDS RANCH  
HOLDINGS, LLC, a Florida Limited Liability Company,  
DBDS BISCAYNE PARK, LLC, a Florida Limited Liability  
Company, DB CARROLL STREET, LLC, a Florida Limited  
Liability Company,

Relief Defendants.

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CERTIFICATION ON LAST PAGE  
HARTY RUHM, CLERK



**TEMPORARY INJUNCTION AND AGREED ORDER**  
**APPOINTING RECEIVER**

This cause having come before the Court upon the State of Florida, Office of Financial Regulation's Complaint for a Temporary and Permanent Injunction and Appointment of a Receiver, and, after having reviewed the Complaint and Answer thereto filed by the Defendants and the Relief Defendants, and being otherwise advised in these premises, and further having heard of the agreement of the Parties, the Court does hereby:

**ORDER AND ADJUDGE** as follows:

1. It appears to the Court that an emergency exists in that the Defendants, Berman Mortgage Corporation ("Berman Mortgage"), M.A.M.C. Incorporated ("M.A.M.C."), and Dana J. Berman ("Berman") (collectively "Defendants"), and DB Atlanta, LLC, DB Durham, LLC, Normandy Holdings II, LLC, Normandy Holdings III, LLC, Waterside Acquisitions, LLC, DBKN Gulf Incorporated, Oceanside Acquisitions, LLC, DB Biloxi, LLC, DB Biloxi II, LLC, DB Biloxi III, LLC, DBDS Vero Beach, LLC, DB Tampa, LLC, DB Simpsonville, LLC, DBDS North Miami, LLC, Redlands Ranch Holdings, LLC, DBDS Biscayne Park, LLC and DB Carroll Street, LLC, who are defendants solely for purposes of equitable relief (the "Relief Defendants"), have violated and may continue to violate state securities laws and state mortgage lender laws in connection with the placement and servicing of mortgage loans which have been placed with investors who invested approximately \$192 million.

2. The Court is also concerned, and the evidence tendered to the Court shows that there is an imminent danger that the property of the Defendants and Relief

Defendants may be further dissipated and/or commingled if a Temporary Injunction and the appointment of a receiver is not issued.

3. The Court hereby takes exclusive jurisdiction and possession of the assets of the Defendants, Berman Mortgage, M.A.M.C., and Relief Defendants, the "Receivership Assets", which includes, but are not limited to: files, records, documents, leases, mortgages, investments, contracts, effects, lands, agreements, judgments, bank accounts, books of accounts, rents, goods, chattels, rights, credits claims, both asserted and unasserted, pending court actions and appeals, files and documents in the possession of attorneys and accountants of all of the Defendants and Relief Defendants, all other property, business offices, computers, servers, electronic data storage units, offsite storage locations, safety deposit boxes, monies, securities, choses in action, and properties, real and personal, tangible and intangible, of whatever kind and description, wherever situated of the Defendants, Berman Mortgage and M.A.M.C., and Relief Defendants. The Receiver shall retain custody and control of all of the foregoing pursuant to the terms of this Agreed Order. The Receiver shall file an inventory of the "Receivership Assets" within sixty (60) days of the entry of this Agreed Order.

4. The Court further finds that a temporary injunction shall be entered against all of the Defendants and Relief Defendants, and a Receiver appointed for Defendants, Berman Mortgage and M.A.M.C., and all Relief Defendants to prevent immediate and irreparable injury to the investors who have entrusted over \$192,000,000 to the Defendants and Relief Defendants.

5. Immediate and irreparable injury will result to numerous investors if, as alleged by Plaintiff in its Complaint, the Defendants' representatives are allowed to

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 11/11/01 BY 60321 UCBAW

transfer or commingle any assets(s) acquired with investor funds; or if the Defendants' and Relief Defendants' financial information is disturbed in any way which would have the effect of frustrating examination by the Court or the receiver. Any such injury would diminish the ability of the Defendants and Relief Defendants to satisfy an order of restitution or effect any rescission.

6. The Court has determined that it is probable that the Plaintiff would prevail on the claims and that the Plaintiff has no adequate remedy at law.

7. The appointment of a Receiver is both necessary and appropriate in this matter in order to prevent further waste and dissipation of the assets of the Defendants and Relief Defendants, to the detriment of its investors.

8. The State of Florida, Office of Financial Regulation is the agency charged, pursuant to Chapters 494 and 517, Florida Statutes, to protect the public from the illegal acts of mortgage brokerage and mortgage lending businesses and securities dealers and securities issuers, and the Court is therefore, waiving the bond requirement in this matter.

9. The Court finds that Plaintiff has a clear legal right to a statutory injunction as provided by Sections 494.0013 and 517.191, Florida Statutes.

**IT IS FURTHER ORDERED AND ADJUDGED:**

10. M.A.M.C., its officers, agents, servants, personal representatives, legal representatives, employees, and all other persons or entities acting in concert or cooperation with it, are hereby restrained and enjoined from the following acts:

A. Any and all violations of sections 494.0025 (4)(a), (b), (c) and (5), and 494.0072(2)(e), (f), (g) and (h), Florida Statutes;

B. Continuing to service loans for others in violation of Section 494.00721, Florida Statutes;

C. Co-mingling of investor funds in violation of 494.0076(1)(a)2, Florida Statutes.

11. The named Defendants and Relief Defendants, their officers, agents, servants, personal representatives, legal representatives, employees, and all other persons or entities acting in concert or cooperation with them, are hereby restrained and enjoined from the following acts:

A. Selling or offering to sell an unregistered security in this state, without first registering the security with the Office of Financial Regulation, in violation of section 517.07, Florida Statutes;

B. Selling or offering to sell any securities in or from offices in this state, or selling securities to persons in this state from offices outside this state, by mail or otherwise, without first being registered as a dealer, associated person, or issuer with the Office of Financial Regulation, in violation of section 517.12, Florida Statutes;

12. The named Defendants and Relief Defendants, their officers, agents, servants, personal representatives, legal representatives, employees, and all other persons or entities acting in concert or cooperation with them, are hereby restrained and enjoined from the following acts:

A. Dissipating, selling, conveying, alienating, divesting themselves of, withdrawing, pledging as security, transferring, assigning, giving away, or in any manner whatsoever disposing of any of the monies or assets, including checking accounts, savings accounts, money market accounts, certificates of deposit, or any deposit of cash,

securities or other things of value and any and all real property and improvements thereon, and any motor vehicle, vessel, aircraft, jewelry, art and any other personal property or other assets of any description, obtained with or derived directly or indirectly from any investor monies obtained by the Defendants from the placing and servicing of loans, mortgages, and investments, no matter how ownership or title is held, including, but not limited to, Berman Mortgage, M.A.M.C. and Berman, or in the names of any of the Relief Defendants, DB Atlanta, LLC, DB Durham LLC, Normandy Holdings II, LLC., Normandy Holdings III, LLC, Waterside Acquisitions, LLC, DBKN Gulf Incorporated, Oceanside Acquisitions, LLC, DB Biloxi, LLC, DB Biloxi II, LLC, DB Biloxi III, LLC, DBDS Vero Beach, LLC, DB Tampa, LLC, DB Simpsonville, LLC, DBDS North Miami, LLC, Redlands Ranch Holdings, LLC, DBDS Biscayne Park, LLC and DB Carroll Street, LLC.

13. Michael I. Goldberg, whose telephone number is 954-463-2700, is appointed Receiver for Berman Mortgage Corporation, M.A.M.C. Incorporated, DB Atlanta, LLC, DB Durham, LLC, Normandy Holdings II, LLC., Normandy Holdings III, LLC, Waterside Acquisitions, LLC, DBKN Gulf Incorporated, Oceanside Acquisitions, LLC, DB Biloxi, LLC, DB Biloxi II, LLC, DB Biloxi III, LLC, DBDS Vero Beach, LLC, DB Tampa, LLC, DB Simpsonville, LLC, DBDS North Miami, LLC, Redlands Ranch Holdings, LLC, DBDS Biscayne Park, LLC and DB Carroll Street, LLC, and the Receivership Assets. The Receiver is hereby authorized to take and have possession of the Receivership Assets. The Receiver shall have complete and exclusive control, possession and custody of all Receivership Assets. The Receiver shall be vested with the usual powers and duties of equity receivers in like cases and is hereby authorized and



instructed to take possession of and control over the Defendants and Receivership Assets as defined herein, without any limitation of any kind as to his general duties.

14. All persons, including Berman Mortgage and MAMC, (the "Receivership Defendants"), all of their partners, directors, officers, agents, servants, employees, stockholders, personal representatives, legal representatives, attorneys, accountants, as applicable, and all persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, and specifically including any bank, brokerage company, or other financial or depository institution holding accounts for or on behalf of the Receivership Defendants shall promptly deliver to the Receiver all Receivership Assets in the possession or control of any one or more of them, and shall promptly surrender all books and records of any kind pertaining to the Receivership Defendants. This paragraph shall specifically apply to any and all depository and/or brokerage accounts held on behalf of the Receivership Defendants.

15. All persons, including the Receivership Defendants, and all of their partners, directors, officers, agents, servants, employees, stockholders, personal representatives, legal representatives, attorneys, accountants, as applicable, and all persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are stayed from:

(a) Commencing, continuing or enforcing any suit or proceeding against the Receiver or the Receivership Assets, except with the prior permission of the Court;

(b) Using self-help or executing or issuing or causing the execution or

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HARVEY RUBIN, CLERK

issuance of any court attachment, subpoena, replevin, execution or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any property owned by or in the possession of the Receivership Assets or the Receiver, wherever situated;

(c) Attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate (the due date), of any lease, loan, mortgage, indebtedness, security agreement, or other agreement with any of the Receivership Assets or any entity controlled by them.

(d) Doing any act or thing whatsoever to interfere with the taking control, possession, or management, by the Receiver of the Receivership Assets and asset owned, controlled or in the possession of the entity in receivership, or to in any way interfere with or harass the Receiver, or to interfere in any manner with the exclusive jurisdiction of this Court over the Receivership Assets; and,

(e) Causing the issuance of a subpoena on the Receiver, except with the prior permission of the Court.

16. The Receiver is hereby authorized to make appropriate notification to the United States Postal Service and/or any private delivery/messenger service to forward delivery of any mail addressed to the Receivership Defendants, or any company or entity under the direction or control of the Receivership Defendants, to the Receiver. The Receiver is also authorized to open and inspect all such mail, to determine the location or identity of assets or the existence and amount of claims or any other purpose authorized by this Order.

17. The Receiver is further authorized to make such ordinary and necessary

payments, distributions, and disbursements and execute, deliver, file and record such contracts, instruments, releases, indentures, certificates, and other agreements and documents, and to take such action as he deems advisable or proper for the marshalling, maintenance or preservation of the Receivership Assets. From and after the date of the entry of this Order, the Receiver shall have the authority to conduct the business operations of the Receivership Defendants and any entity it controls, including the authority to endorse all checks and drafts now or hereafter made payable to the Receivership Defendants.

18. Until further Order of the Court, this Order prohibits the prosecution of any civil action or other proceeding or the enforcement of any judgments against the Receivership Defendants.

19. The Receiver is hereby authorized to employ, without further order of the Court, such employees, accountants, and attorneys, consultants, investigators, and other professionals ("Outside Professionals") as is necessary and proper for the collection, preservation, maintenance and operation of the Receivership Assets, including entities of which the Receiver is a shareholder, to furnish legal, accounting and other advice to the Receiver for such purposes as may be reasonable and necessary during the period of receivership.

20. The Receiver is hereby authorized to receive and collect any and all sums of money due and owing to the Receivership Defendants, whether the same are now due or shall hereafter become due and payable, and is authorized to incur such expenses, satisfy such liabilities, and make such disbursements as are deemed, in his discretion, necessary and proper for the collection, preservation, maintenance and operation of the

Receivership Assets. The Receiver may abandon Receivership assets to duly perfected secured or lien creditors, if after due investigation and notice to parties in interest, he determines that either the Receivership Defendants have no equity in such asset(s) or such asset(s) are burdensome to the estate or are of inconsequential value and harmful to the Receivership estate. Further, the Receiver shall maintain appropriate insurance for the Receivership assets, their premises and/or locations, if appropriate in the Receiver's sole discretion.

21. The Receiver is hereby authorized and specifically has standing to institute, defend, compromise or adjust such actions or proceedings in state or federal courts now pending and hereafter instituted, as may in his discretion be advisable or proper for the protection of the Receivership Assets or proceeds thereof, and to institute, prosecute, compromise or adjust such actions or proceedings in state or federal courts as may in his judgment be necessary or proper for the collection, preservation and maintenance of the Receivership Assets and/or on behalf of the Receivership Defendants.

By this authorization and empowerment, this Court specifically determines that the Receiver is not prohibited and shall not be barred from bringing any action or proceeding due to the doctrine of in pari delicto. In addition, the Receiver is further empowered and authorized to file suit against any person(s) or entity(ies) to recover property of any of the Receivership Defendants, including, but not limited to, fraudulent conveyances and other claims and causes of action of the Receivership Defendants.

The Receiver is authorized to set depositions and demand production of documents on five (5) business days' notice. Any objections to documents requested by the Receiver may be stated at the deposition and reserved for hearing.

22. Any and all attorney(ies), accountants and any and all other professionals handling any matter for the Receivership Defendants shall cooperate with the Receiver and deliver all files, including attorney/client privileged communications and documents and all work product to the Receiver at his direction, notwithstanding any claim of a retaining lien which, if valid, is not extinguished by the delivery of the documents.

Further, Berman Mortgage Corporation, M.A.M.C. Incorporated, Dana J. Berman, the Relief Defendants, and their officers, agents, partners, servants, employees and transferees shall cooperate fully with the Receiver and comply with the Receiver's request(s) for information, records and documentation so that the Receiver may perform his duties with full information and knowledge.

23. The Receiver and his retained personnel or professionals are entitled to reasonable compensation and expense reimbursement out of the Receivership Assets. The Receiver is authorized to pay from the receivership estate's funds eighty percent (80%) of the ordinary and reasonable fees and one hundred percent (100%) of the costs of such Outside Professionals upon receipt of a bill from the Outside Professionals. The remaining twenty percent (20%) of fees shall be withheld (the "holdback") pending final application to the Court for approval of all fees and expenses of such Outside Professionals, including the holdback.

24. The Receiver and his attorneys and his agents are entitled to rely on all outstanding rules of law and court orders, and shall not be liable to anyone for their own good faith compliance with any order, rule law, judgment, or decree. In no event shall the Receiver or his attorneys or his agents be liable to anyone for their good faith compliance with their duties and responsibilities as Receiver, attorney, or agent for

Receiver, nor shall the Receiver or his attorney or his agents be liable to anyone for any actions taken or omitted by them except upon a finding by this Court that they acted or failed to act, as a result of malfeasance, bad faith, gross negligence, or in reckless disregard of their duties. The Receiver and his attorneys and his agents shall be indemnified and held harmless out of the Receivership Assets for all costs and expenses, including reasonable attorney's fees, incurred as a result of such actions. The Receiver and his attorneys and his agents may rely on, and shall be protected in acting upon, any resolution, certificate, statement, opinion, report, notice, consent, order, or other paper or documents believed to be genuine and to have been signed or presented by the proper party or parties. The Receiver may consult with legal, financial, or accounting advisors for any action taken or omitted to be taken by it in accordance with the advice thereof. Persons dealing with the Receiver shall only look to the receivership Assets to satisfy any liability, and neither the Receiver nor his attorneys or his agents or professionals shall have any personal liability to satisfy any such obligation.

25. From time to time, upon the application of the Receiver, the Court may amend or reissue this Order.

26. The Receiver shall not be required to post any bond.

**IT IS FURTHER ORDERED:**

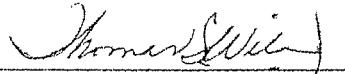
27. That this Court shall retain jurisdiction of this action for all purposes.

28. The Receiver is hereby authorized, empowered, and directed to apply to this Court, with notice to the Receivership Defendants named in this action for issuance of such other orders as may be necessary and appropriate in order to carry out the mandate of this Order.

BY THE COURT  
CERTIFICATION ON LAST PAGE  
HARRY RUTH, CLERK

IT IS FURTHER ORDERED that this Order will remain in effect until and unless modified by further Order of this Court.

DONE AND ORDERED in Chambers, in Miami, Miami-Dade County, Florida, on this 11 day of December 2007.



CIRCUIT COURT JUDGE

THOMAS S. WILSON, Jr.

Copies furnished to:

Alan L. Goldberg, Chief Restructuring Officer, M.A.M.C.

Dana J. Berman

Daren A. Schwartz

Michael I. Goldberg, Esquire, Receiver


Cristina Saenz, Assistant General Counsel, Office of Financial Regulation

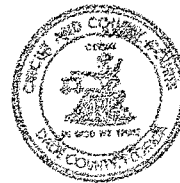
STATE OF FLORIDA, COUNTY OF MIAMI-DADE

I hereby certify that the foregoing is a true and correct copy of the original on file in this office 12/11 AD 2007

HARVEY RUVIN, CLERK  
Circuit and County Courts

(SEAL)

Deputy Clerk 



IN THE COUNTY COURT IN AND FOR PASCO COUNTY, FLORIDA  
CIVIL DIVISION CASE NO.: 51-2008 CC-3134WS

u

GULF ISLAND BEACH AND TENNIS CLUB  
CONDOMINIUM ASSOCIATION, INC.,

Plaintiff,

vs.

OCEANSIDE ACQUISITION, L.L.C., A FLORIDA  
LIMITED LIABILITY COMPANY,

Defendant.

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SUMMONS

THE STATE OF FLORIDA TO  
EACH SHERIFF OF THE STATE:

YOU ARE COMMANDED to serve this summons, a copy of the Complaint or Petition  
in this action on Defendant:

**OCEANSIDE ACQUISITION, L.L.C.**  
**C/O JAMES D. GASSENHEIM, PA - REGISTERED AGENT**  
**3250 MARY STREET, STE 402**  
**COCONUT GROVE, FL 33133**

Each Defendant is required to serve written defenses to the Complaint or Petition on  
**STEVEN H. MEZER, ESQUIRE, BUSH ROSS, P.A., P.O. BOX 3913, TAMPA, FL 33601**,  
within twenty (20) days after service of this Summons on Defendants, exclusive of the day of  
service, and to file the original defenses with the Clerk of this Court either before service on  
Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a Default will be  
entered against that Defendants for the relief demanded in the Complaint or Petition.

DATED: 7/25/08

JED PITTMAN, CLERK OF THE COURT  
PASCO COUNTY

By: Donna R. Simister  
Deputy Clerk



IN THE COUNTY COURT IN AND FOR PASCO COUNTY, FLORIDA  
CIVIL DIVISION CASE NO.: \_\_\_\_\_

GULF ISLAND BEACH AND TENNIS CLUB  
CONDOMINIUM ASSOCIATION, INC.,

Plaintiff,

vs.

OCEANSIDE ACQUISITION, L.L.C., A FLORIDA  
LIMITED LIABILITY COMPANY,

Defendant.

\_\_\_\_\_ /

**NOTICE OF LIS PENDENS**

**TO: OCEANSIDE ACQUISITION, L.L.C.,  
C/O JAMES D. GASSENHEIM, PA - REGISTERED AGENT  
3250 MARY STREET, STE 402  
COCONUT GROVE, FL 33133**

AND TO ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED of the institution of this action by Plaintiff, GULF ISLAND BEACH AND TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., against you seeking to foreclose a lien on the following property in Pasco County, Florida:

Condominium Unit 111A of Gulf Island Beach and Tennis Club I, a Condominium, according to the Declaration of Condominium thereof filed for record in Official Records Book 1381, Page 932 of the Public Records of Pasco County, Florida, together with all dock spaces, parking spaces and other limited common elements appurtenant thereto.

DATED: July 21, 2008



Steven H. Mezer, Esquire

Florida Bar No.: 239186

[smezer@bushross.com](mailto:smezer@bushross.com)

Eric N. Appleton, Esquire

Florida Bar No.: 163988

[eappleton@bushross.com](mailto:eappleton@bushross.com)

BUSH ROSS, P.A.

P.O. Box 3913

Tampa, FL 33601

Telephone: (813) 204-6492

Facsimile: (813) 223-9620

Attorneys for Plaintiff, Gulf Island Beach And  
Tennis Club Condominium Association, Inc.

**IN THE COUNTY COURT IN AND FOR PASCO COUNTY, FLORIDA  
CIVIL DIVISION CASE NO.: \_\_\_\_\_**

GULF ISLAND BEACH AND TENNIS CLUB  
CONDOMINIUM ASSOCIATION, INC.,

Plaintiff,

vs.

OCEANSIDE ACQUISITION, L.L.C., A FLORIDA  
LIMITED LIABILITY COMPANY,

Defendant.

\_\_\_\_\_ /

**COMPLAINT**

Plaintiff, GULF ISLAND BEACH AND TENNIS CLUB CONDOMINIUM ASSOCIATION, INC. (hereinafter the "Plaintiff"), by and through its undersigned attorney, sues the Defendant, OCEANSIDE ACQUISITION, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY (hereinafter the "Defendant"), and says:

**COUNT I**

1. This is an action to foreclose a lien on real property situated in Pasco County, Florida.
2. Plaintiff is a Florida corporation not for profit and is the condominium association authorized to bring this action.
3. Defendant is the owner of certain real property located in Gulf Island Beach and Tennis Club, Pasco County, Florida, which is more fully described as:

Condominium Unit 111A of Gulf Island Beach and Tennis Club I, a Condominium, according to the Declaration of Condominium thereof filed for record in Official Records Book 1381, Page 932 of the Public Records of Pasco County, Florida, together with all dock spaces, parking spaces and other limited common elements appurtenant thereto.

4. The above-described unit is subject to the Declaration of Condominium for Gulf Island Beach and Tennis Club I, and Section 718.116(5), *Florida Statutes* (2007) (hereinafter the "Declaration").

5. Section 7.2 of the Declaration provides, in pertinent part, for the payment of maintenance and assessment fees by unit owners of said condominium and further provides that the Plaintiff condominium association shall have the right to enforce the collection of said assessments by way of a lien upon the units of said owners. A copy of said section of the Declaration is attached hereto and incorporated herein as **Exhibit A**.

6. Defendant has failed to pay assessments due on Condominium Unit 111A of Gulf Island Beach and Tennis Club I for the periods more specifically described in the Claim of Lien attached hereto and by reference made a part hereof as **Exhibit B**, which amount still remains unpaid, together with subsequent assessments, costs and unpaid interest, as allowed in the Declaration. The Plaintiff filed its Claim of Lien on April 29, 2008 in the Office of the Clerk of the Circuit Court of Pasco County, Florida, which was recorded in O.R. Book 7822, Pages 1894-1895, of the Public Records of that county.

7. Defendant owes Plaintiff principal for maintenance fees in the amount of \$6,858.09 through July 21, 2008, exclusive of interest, court costs and attorney's fees. Said maintenance fees continue to accrue at the rate of \$335.00 per month. Interest continues to accrue at the rate of fifteen percent (15%) per annum.

8. Pursuant to Section 718.116, *Florida Statutes* (2007), the above referenced Claim of Lien secures all unpaid assessments, interest, late fees, court costs and attorney's fees which are due and which may accrue subsequent to the recording of the Claim of Lien and prior to entry of a Final Judgment of Foreclosure.

9. Plaintiff is entitled to a reasonable rental for the subject unit and the appointment of a receiver, if the Defendant remains in possession of the unit pursuant to Florida law.

10. Plaintiff has complied with Section 718.116(5)(b) of the Florida Statutes (2007). A copy of Plaintiff's notice to the Defendant is attached as **Exhibit C**.

11. Plaintiff is obligated to pay its attorneys employed to prosecute this action a reasonable fee for their services. Defendant is obligated to pay Plaintiff's attorney's fees pursuant to the terms and conditions of the Declaration.

WHEREFORE, Plaintiff, GULF ISLAND BEACH AND TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., demands an accounting of all sums due them on the aforesaid lien, plus interest and costs, including a reasonable attorney's fee, charges and expenses that may reasonably be incurred in bringing this action, and for any and all amounts that the Plaintiff may pay to secure and protect its lien upon the aforesaid property; and further, Plaintiff prays that Defendant, OCEANSIDE ACQUISITION, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, be ordered to pay said amounts so found to be due on a day to be fixed by the Court, and that in default of such payments, all right, title, interest, estate, lien, claim, demand and equity of redemption of the Defendant herein named, and any and all other persons subsequent to the filing of the Lis Pendens herein, be foreclosed and the aforesaid property be sold to first satisfy the Claim of Lien of Plaintiff, and if the proceeds therefore are insufficient, that a deficiency judgment be entered against the Defendant for any sums remaining unpaid.

## **COUNT II**

12. This is an action for damages which are less than \$15,000 brought under the ancillary jurisdiction of the County Court.

13. Plaintiff is a Florida corporation not for profit and is the condominium association authorized to bring this action.

14. Defendant is the owner of certain real property located at Gulf Island Beach and Tennis Club, Pasco County, Florida, which is more fully described as:

Condominium Unit 111A of Gulf Island Beach and Tennis Club I, a Condominium, according to the Declaration of Condominium thereof filed for record in Official Records Book 1381, Page 932 of the Public Records of Pasco County, Florida, together with all dock spaces, parking spaces and other limited common elements appurtenant thereto.

15. The above-described unit is subject to the Declaration of Condominium for Gulf Island Beach and Tennis Club I, and Section 718.116(5), *Florida Statutes* (2007) (hereinafter the "Declaration").

16. Section 7.2 of the Declaration provides, in pertinent part, for the payment of maintenance and assessment fees by unit owners of said condominium, and further provides that the Plaintiff condominium association shall have the right to enforce the collection of said assessments by way of a money judgment for such assessments.

17. Defendant has failed to pay assessments due on Condominium Unit 111A of Gulf Island Beach and Tennis Club I for the periods more specifically described in the Claim of Lien attached hereto and by reference made a part hereof as **Exhibit B**, which amount still remains unpaid, together with subsequent assessments, costs, and unpaid interest as allowed in the Declaration.

18. Defendant owes Plaintiff principal for maintenance fees in the amount of \$6,858.09 through July 21, 2008, exclusive of interest, court costs and attorney's fees. Said maintenance fees continue to accrue at the rate of \$335.00 per month. Interest continues to accrue at the rate of fifteen percent (15%) per annum.

19. Plaintiff is obligated to pay its attorneys employed to prosecute this action a reasonable fee for their services. Defendant is obligated to pay Plaintiff's attorney's fees pursuant to the terms and conditions of the Bylaws.

WHEREFORE, Plaintiff, GULF ISLAND BEACH AND TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., demands judgment against Defendant, OCEANSIDE ACQUISITION, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, for damages, interest, costs of this action, including a reasonable attorney's fee, and such other and further relief as the Court may deem just and proper.



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Florida Bar No.: 163988

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BUSH ROSS, P.A.

P.O. Box 3913

Tampa, FL 33601

Telephone: (813) 204-6492

Facsimile: (813) 223-9620

Attorneys for Plaintiff, Gulf Island Beach  
And Tennis Club Condominium  
Association, Inc.

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT**  
**15 U.S.C. SECTION 1692, AS AMENDED**

1. The amount of the debt is set forth in the complaint which is attached to this notice.
2. The Plaintiff has set forth in the attached Summons and Complaint the creditor to whom this debt is owed.
3. The Debtor may dispute the validity of this debt, or any portion thereof, within thirty (30) days of receipt of this notice. If the debtor fails to dispute within thirty (30) days, the debt will be assumed valid by the creditor.
4. If the Debtor notifies the creditor's law firm within thirty (30) days from receipt of this Notice that the debt, or any portion thereof is disputed, the creditor's law firm will obtain verification of the debt or a copy of a judgment and a copy of the verification will be mailed to the Debtor by the creditor's law firm.
5. If the creditor named herein is not the original creditor, and if the debtor makes request to the creditor's law firm within thirty (30) days of receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
6. Request pursuant to this notice may be made via telephone at (813) 204-6492, via facsimile at (813) 223-9620, or via mail addressed to **FAIR DEBT COLLECTION, c/o Steven H. Mezer, Esquire, BUSH ROSS, P.A., P.O. Box 3913, Tampa, FL 33601.**
7. This communication is for the purpose of collection of a debt, and any information obtained from the debtor will be used for that purpose.

3441.00

DECLARATION OF CONDOMINIUM 100002 10 0960 12-14-84 1005  
OF 16-49  
RECORDING  
GULF ISLAND RESORT AND RACQUET CLUB 01 00 40 1 441.00  
A CONDOMINIUM 00 CASH TOTAL 2 441.00

HARBOR LIGHTS VENTURE, INC., a Florida corporation, being the owner of fee simple record title to that certain land located and situate in the City of Hudson, Pasco County, Florida, such land being more particularly described and identified on Page 1 of Exhibit A to this Declaration of Condominium does hereby submit said land and the improvements to be constructed thereon to the condominium form of ownership pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter Condominium Act, and pursuant to the terms and provisions of this Declaration of Condominium, hereinafter Declaration, excepting from this submission those areas retained by the Developer as identified in Exhibit A hereto. The Developer retains the right to convey those areas, or any of them, to the Association at a later date.

1. Name. The name by which this Condominium is to be identified is Gulf Island Resort and Racquet Club, A Condominium.

2. Definitions. The following words and terms used in this Declaration and in its exhibits, including but not limited to the Articles of Incorporation and By-Laws of The Gulf Island Condominium Owners' Association, Inc. shall be defined as follows, unless the context otherwise requires:

2.1 Association. Association means The Gulf Island Condominium Owners' Association, Inc., a nonprofit Florida corporation.

2.2 Building. Buildings means the buildings which contain the Units and certain of the Common Elements.

100002 10 0959 12-14-84 1005  
16-49  
---VOID--- 01

RWMS02  
HC021

EXHIBIT

A

O.R. 1381 PG 0932



to Condominium Property and except as otherwise provided below, the Association shall have the right to make or cause to be made changes, improvements or additions to the Common Elements provided any such changes, improvements or additions are approved by the Board of Directors of the Association. The cost of any such changes, improvements or additions shall be a Common Expense. The Association shall not, however, make or cause to be made any changes, improvements or additions to the Common Elements which would result in the partial or total enclosure of any part or all of any balcony or which would result in a change to the appearance of the Building different from its appearance as originally constructed.

6.4 Changes, Improvements and Additions, Unit Owners . Except as otherwise provided herein, a Unit Owner may at his cost make such changes, improvements or additions to his Unit as he may desire, except that a Unit Owner shall not make any changes, improvements or additions to the exterior exposed to the elements parts of his Unit which the Association is required to maintain, repair or replace pursuant to the provisions of paragraph 6.1 nor may he and, except that, a Unit Owner shall not make any changes, improvements or additions to his Unit which would result in the partial or total enclosure of any part or all of his balconies.

7. Assessments. The Board of Directors of the Association shall fix and determine from time to time the sum or sums of money necessary and adequate to provide for the Common Expenses and shall assess the Unit Owners for said sums. The procedure for the making and collection of such