Filing # 21013155 Electronically Filed 11/26/2014 11:18:07 AM

RECEIVED, 11/26/2014 11:18:57, John A. Tomasino, Clerk, Supreme Court

IN THE SUPREME COURT
STATE OF FLORIDA

CONSOLIDATED CASE NOS.
SC14-1265, SC14-1266, SC14-1305

Lower Tribunal Case No. 5D12-3823

LEWIS BROOKE BARTRAM, *ET AL.*

Petitioners

v.

U.S. BANK NATIONAL ASSOCIATION, *ET AL.*

Respondents

AMICUS BRIEF OF BAYWINDS COMMUNITY ASSOCIATION, INC. IN SUPPORT OF PETITIONERS

Major B. Harding, Esq.
John R. Beranek, Esq.
Ausley McMullen
Counsel for Baywinds
P.O. Box 391
Tallahassee, FL 32302-0391
Telephone: (850) 224-9115

John R. Hargrove, Esq.
Hargrove Pierson & Brown P.A.
Counsel for Baywinds
21 S.E. 5th Street, Suite 200
Boca Raton, FL 33432
Telephone: (561) 300-3900

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

Rules

Other Authorities

IDENTITY AND INTEREST OF AMICUS CURIAE

Baywinds Community Association of West Palm Beach, Florida, is a homeowners' association established under the laws of Florida, namely Florida Statutes §720.301, and under §720.302(1) "the officers and directors of an association have a fiduciary relationship to the members who are served by the association." Consequently, they are responsible to ensure the security, safety and protection of association members in residential communities, as well as to secure property values. However, lower court interpretations of Singleton v. Greymar Associates, 882 So. 2d 1004 (Fla. 2004), interfere with the ability of the associations to protect members and their property values.

SUMMARY OF ARGUMENT

This case involves acceleration and deceleration of mortgage debt. The consolidated cases now before the Court on the certified question from the Fifth District come with individual stories and case citations regarding problems associated with Singleton. But the common denominator is how the lower courts have stretched the holding in Singleton to unreasonable limits in foreclosure cases where the debt is accelerated and no adjudication on the merits is reached. The law is strong on the point that the right to accelerate a mortgage debt – that is, calling the whole amount due at once – requires an affirmative act that is so clear and unequivocal that it leaves no doubt as to the lender's intention. Unfortunately, there is no corresponding law in Florida which applies to decelerate, *i.e.*, to "revoke" the acceleration. Under current interpretations of Singleton, a lender may accelerate a debt and foreclose on a mortgage multiple times throughout the life of an installment loan simply by walking away from a pending foreclosure.

The impact of this problem under Florida law is severely felt by homeowners' associations which are charged with the statutory responsibility to enforce assessment liens for the benefit of members to whom a fiduciary duty is owed. To discharge that fiduciary duty, the legislature has given associations the power to foreclose on assessment liens. By statute the power to foreclose is arguably the strongest weapon in their arsenals against property deterioration, neglect and related value depletion. With the mortgage lenders having no restrictions on decelerating indebtedness, homeowners' associations and other subordinate lien holders cannot be confident that their own foreclosures will result in unencumbered sales to third parties. This results in a number of problems for associations as a whole, for the neighbors it represents, and for third parties who might wish to purchase and improve derelict properties.

It is true that the public records always provide a warning to prospective purchasers at foreclosure sales on assessment liens. But a serious problem arises when a title search by a sale bidder discloses that the debt was accelerated and over five years has passed since the acceleration with nothing more in the public records to warn the bidder of further potential actions by the lender holding the mortgage. Under Singleton, the bidder would have no comfort that the five year statute of limitations would render a dormant mortgage unenforceable. It seems unlikely that this Court intended such negative consequences when it decided Singleton. But a solution is readily available. First, the Court should clarify Singleton and announce that since acceleration must be clear and unequivocal, then deceleration should likewise be clear and unequivocal. And second, the statute of limitations should be applied and enforced as legislatively intended to prohibit the enforcement of a stale mortgage lien. When a once accelerated mortgage is not clearly and unequivocally decelerated, and five years have lapsed between acceleration and a second attempt at foreclosure, the mortgage should be rendered unenforceable as a matter of law. This would enable associations to complete the assessment lien foreclosure process with title transferred to purchasers who will satisfy the lien by their purchase and eliminate the problems associated with vacant and abandoned property. As it now stands, automatic deceleration allows for an irresponsible lender to keep its lien threat alive on property throughout the original installment term on the underlying debt.

ARGUMENT

I

Scope of the Problem for Associations

Under the fiduciary duty heading, homeowners' associations have the responsibility to maintain the integrity of their entire neighborhood for the benefit of the members. The associations' problems with Singleton begin in the setting of their authorization under §720.301(9) to impose assessments, or "amenity fees," that may become liens against member parcels if a member/owner fails to pay his or her share of the prorated amounts of common expenses. If a lien is not satisfied, then the association has the statutory authorization to foreclose and, through that process, has the responsibility to collect the assessment for the benefit of its members.

Overall the numbers of residential communities governed by associations are growing exponentially, so the concerns with the interpretation of Singleton are likewise growing in similar proportions. Industry data of national statistics from the Community Associations Institute, for example, shows that in 2013 nearly 66 million individuals in the United States live in association-governed communities and individual housing units within those communities. The following chart illustrates high-volume growth.

Year	*Communities*	*Housing Units*	*Residents*
1970	10,000	701,000	2.1 million
1980	36,000	3.6 million	9.6 million
1990	130,000	11.6 million	29.6 million
2000	222,500	17.8 million	45.2 million
2002	240,000	19.2 million	48.0 million
2004	260,000	20.8 million	51.8 million
2006	286,000	23.1 million	57.0 million
2008	300,800	24.1 million	59.5 million
2010	309,600	24.8 million	62.0 million
2012	323,600	25.9 million	63.4 million
2013	328,500	26.3 million	65.7 million

Source: http://www.caionline.org/info/research/Pages/default.aspx

While the sheer numbers above are impressive, the real story involves the ever increasing level of responsibility shouldered by associations on behalf of their members and in the public interest. With increasing numbers responsibilities grow as well. Studies conducted by the Center for Problem Oriented Policing confirm that vacant or abandoned property leads both to deteriorating property values and, too often, crime. http://www.popcenter.org/problems/abandoned_buildings_and_lots/. Research identifies any number of anti-social issues that go along with deteriorating values of neighboring properties, such as arson, drug dealing and illicit drug labs, homeless encampments, trespassing, and so forth. Part of the solution is the assessment and lien authorization granted to homeowners' associations by statute, followed by foreclosure and sale when necessary. Now courts are giving secured lenders virtually unlimited opportunities to call an entire debt due throughout the full life of an installment loan. The concept of deceleration is out of control. At some point and under certain fact situations the statute of limitations should preclude enforcement of a mortgage in those cases where over five years passed between the first and second attempt to accelerate. It is in the public interest to rein in lenders so homeowners' associations can fulfill their responsibilities to the neighborhood.

Homeowners' associations, their officers and directors are charged by law with the fiduciary responsibility to manage and care for their communities. Through a homeowners' association, each homeowner has the expectation of full support of the entire community, which is the most beneficial role it plays for its constituents. As the numbers grow, however, there is a corresponding growth in the number of homeowners losing their residences to foreclosures. So the balance is delicate --

individual owners fall victims to financial circumstances while the remaining population of a given community must move ahead and hopefully stay solvent through the leadership of its association. Problems approached a breaking point a few short years ago when the days of irresponsible mortgage lending abruptly ended.

In October of 2008 Congress passed the Troubled Asset Relief Program, commonly referred to as "TARP." According to Treasury's Assistant Secretary for Financial Stability, Neel Kashkari, a major goal of TARP legislation was to preserve home ownership:

> When we [Treasury] purchase mortgages and mortgage-backed securities, we will look for every opportunity possible to help homeowners. This goal is consistent with other programs . . . aimed at working with borrowers, counselors and servicers to keep people in their homes.

Treasury Update on Implementation of Troubled Asset Relief Program, (October 14, 2008), accountability-central.com. While the government successfully saved a number of banks financing residential property, it was less successful in saving America's homes. The reality is that most homeowners mortgage their property. Thus, the vast majority of assessment liens under §720.308 and §720.3085 are subordinated positions. The sub-prime disaster with lost savings and unemployment became a recipe for defaults and forfeitures. Homeowners abandon their properties either voluntarily or involuntarily because they cannot pay. As foreclosed homes sit abandoned, surrounding homes lose value as well. Those homes likewise are soon at risk, since the decline in their value means struggling owners often end up carrying a mortgage greater than the value of their home. And as the cases have shown, lenders sit on their foreclosure actions sometimes dismissing them and sometimes having them dismissed under Rule 1.420(e) because they just neglect them. What follows is abandoned property deteriorating and scarring the neighborhood with association assessments left unpaid. That is where Singleton problems arise. All too often there is no practical way for an association to foreclose and sell when the snoozing lender holds a decelerated mortgage that may return in a new foreclosure suit at any time. Under the current interpretation on Singleton an association's responsibilities to its members is thereby impaired.

II

Alienation and Transferability

Transferability of title is at the very heart of the matter and uncertainty is at its core. Legal scholars, most notably Judge Richard Posner of the Seventh Circuit United States Court of Appeals, continue to advance the economic theory of property rights and the protection of those rights. In his *Economic Analysis of Law,* Judge Posner makes the point that protection of property rights has the important economic function to use resources efficiently. R. Posner, *Economic Analysis of the Law* at 40-41 (8th ed. 2011). Restraints on transferability need be thoroughly considered since property ownership must be transferable (or "alienable") in order for owners' values to be protected and maximized. *Id.* Because of the economic necessity of guarding transferability, Posner underscores the important public purpose served by homeowners' associations. He notes that they are empowered by law to manage residential real estate to ensure the efficient use of members' property in order to sustain value. *Id.* at 85.

In the setting of the cases before the Court, no extended economic theory is necessary to understand the importance of Chapter 720, the significance of the ability to assess liens for the benefit of its members, and the inefficiencies created by the stretched application of Singleton. It is of paramount importance to the entire community for the association to have the power to clear the way for new ownership and bring lost or abandoned property up to the standards of the neighborhood.

If deceleration is automatic and the courts continue to allow lenders to accelerate what would have been future installments on the note, then transferability problems will persist. So the question becomes: How much free reign are the courts of this state willing to give lenders in asserting their lien rights throughout the course of a debt amortized over a ten, twenty or thirty year time frame? As for associations, transferability is for all practical purposes stuck in neutral.

When the decisions are carefully read, it becomes apparent that the analysis in Singleton itself is not the problem. Rather, the confusion lies in the manner in which Singleton is being interpreted. Singleton focused on *res judicata*. In dealing solely with that issue, this Court observed that a lender's second foreclosure suit was not identical to the first suit. Consequently, the second case was not barred by *res judicata*. The opinion states:

> . . . [W]hen a second and separate action for foreclosure is sought . . . for a default that involves a separate period of default from the one alleged in the first action, the case is not *necessarily* barred by *res judicata*. 882 So. 2d at 1006-7. (Emphasis added)

The decision says absolutely nothing about deceleration. Yet lower courts of this state interpret Singleton as mandating that in all cases where an attempted acceleration results in a dismissal, the acceleration is reversed as a matter of law. According to Singleton,

> If *res judicata* prevented a mortgagee from acting on a subsequent default even after an earlier claimed default could not be established, the mortgagor would have no incentive to make future timely payments on the note. The adjudication of the earlier default would essentially insulate [the borrower] from future foreclosure actions on the note-merely because [the borrower] prevailed in the first actions. Clearly, justice would not be served if the mortgagee was barred from challenging the subsequent default payment solely because he failed to prove the earlier alleged default. *Id.* at 1007-08.

But *res judicata* is not the worry here. The problem concerns the negative impact of automatic deceleration. That interpretation of Singleton jeopardizes possible sales to third parties. If automatic deceleration were the law, the ability of homeowners' associations to do their job in maintaining the integrity of neighborhoods, as required by Florida Statutes §720.303, would be stymied. As it now stands lenders holding dormant mortgages escape the impact of the five year statute of limitations until the very last mortgage payment is due.

III

The Statute of Limitations

Diligent research has not disclosed any Florida decisions addressing the limitations issue from this perspective. A Nevada state court decision comes close, however. In Cadle Company II, Inc. v. Fountain, 281 P.3d 1158 (Nev.2009), a lender accelerated the balance due on a note and sued the borrower seeking to foreclose on the secured property. Eventually, the borrower and the lender stipulated to a dismissal without prejudice. The opinion does not clearly set forth all of the facts, although it makes two comments which are relevant to this analysis. First it said that a voluntary dismissal does not constitute an affirmative act sufficient to revoke acceleration of a mortgage. Because acceleration of a debt must be so "clear and unequivocal that it leaves no doubt as to the lender's intention," deceleration must likewise be "clear and unequivocal." *Id.* Notably, the court concluded that the statute of limitations began to run from the date of the default and expired years later since there was no deceleration. As a result, further action on the debt was time barred. The law in Florida should work the same way.

By contrast to Fountain, here is an example of how the protection of Florida's five year limitations period at present affords no help: Suppose a lender accelerates the debt, calls the entire amount due and forecloses. Setting up the problem, that event is followed by a dismissal of the foreclosure suit without resolution of the underlying claim. So there is no adjudication and presumably the unpaid amount of the note is still due. Five years pass and no further steps are taken by the lender regarding the mortgage or the note. Following expiration of that five year period, the homeowners' association files and forecloses on an assessment lien. Under those circumstances, the association, as the subordinated lien holder, does not need to include the lender who ostensibly holds the superior lien. *See* Citimortgage v. Henry, 24 So. 3d 641, 643 (Fla. 2d DCA 2009). The association's lien is then foreclosed and the property is offered for public sale. There is no satisfaction of record on the mortgage, but the statute of limitations appears to have run.

Under the current expansive interpretation of Singleton, a prospective purchaser at the assessment lien foreclosure sale would surely have questions as to the state of title – all impacted by the inaction of the original borrower and the lender who does not finalize the foreclosure process. Thus, the five year statutes of limitations relating to mortgages under Florida Statutes §95.11(2)(c) and §95.281(2) may offer little comfort to a third party thinking about bidding at an association lien foreclosure sale. Undoubtedly an association must be attentive to the public records and mindful of the legally enforceable position of any superior lien properly perfected. And a buyer at a lien foreclosure sale likewise must be aware of and respect any such lien. As the law now stands, the initial act by the lender of calling the entire debt due seems to make no difference. Every month in the installment life of the debt a lender would have the right to accelerate no matter how many times in the past a full and complete calling of the loan has been declared.

Fundamentals offer guidance on how to solve the problem. In Rones v. Charlisa, Inc., 948 So. 2d 878, 879 (Fla. 4th DCA 2007), the Fourth District noted that affirmative steps are required to accelerate a mortgage debt. Acceleration does not "just happen." Referring to and quoting from Central Home Trust Co. of Elizabeth v. Lippincott, 392 So. 2d 931, 933 (Fla. 5th DCA 1980), it said:

> '[T]o constitute an acceleration after default, where the holder has the option to accelerate, the holder or payee of the note must take some *clear and equivocal action* indicating its intent to accelerate all payments under the note, and such action should apprise the maker of the fact that the option to accelerate has been exercised.' (Emphasis added)

The court then offered some examples of how acceleration comes about, such as a lender sending written notice to the debtor or, as is common practice, alleging acceleration in a mortgage foreclosure pleading filed in a suit on the debt. The take away is evident. The right to accelerate must be exercised so clearly that the lender's intentions are unmistakable. That being so, it would seem equally important to require the same level of formality in order for a lender to decelerate the debt – an overt act that would place interested parties on notice that the mortgage lives. Doing absolutely nothing for over five years should not suffice. Without a rule of law on deceleration, there will continue to be uncertainty as to alienability of ownership. That, of course, fosters inefficiencies as possible buyers evaporate. As a result property transferability is stifled and difficulties persist for homeowners' associations to do their job as mandated by Chapter 720 and as expected by the member residents when they purchased their homes.

Indeed the Nevada court's decision in Fountain is consistent with the Fourth District's position in Rones and that of the Fifth District in Lippincott. If acceleration must be "clear and unequivocal" then so should deceleration. And if deceleration is not appropriately invoked, then further actions on the mortgage should be subject to being time barred under Florida Statutes §95.11(2)(c) and §95.281(2). Without this Court's assistance, however, the deceleration issue will persist. Take the Fourth District's recent decision in 2010-3 SFR Venture, LLC v. Garcia, 2014 WL 4723515 (Fla. 4th DCA Sept. 24, 2014), as an example of such a problem.

In October of 2006, Garcia, executed a note and mortgage with a maturation date of November of 2036. Garcia defaulted on the note shortly after making it and she also failed to pay her homeowners' association fees. The opinion states some of the main facts, but omits others which were obtained from the briefs. Essentially, the borrower defaulted in March of 2007 and that was the triggering date for the statute of limitations to begin running. In August of 2007, the lender sued and accelerated the balance due and the association was named as a defendant because of its subordinate lien interest. The lender then delayed the prosecution of its foreclosure action, so the trial court eventually dismissed the suit. A key fact missing from the published opinion is the date on which the lender filed a second foreclosure action. The second complaint was filed in March of 2012 -- just over five years from the original default. Between the dismissal of the first action and the bank's filing of its second foreclosure action, the association obtained title to the property by foreclosing its own lien and then purchasing the property at the court-ordered foreclosure sale. However, because of the Singleton trend, the second foreclosure action complicated things.

In the second foreclosure action, the lender once again accelerated all payments and named the association as a defendant in order to foreclose the inferior lien. The association moved for summary judgment and filed a counterclaim to quiet title. On the main assertion by the lender, the trial court ruled in favor of the association holding that the prior dismissal barred the lender from litigating the issue any further. The ruling was based upon the wording of Rule 1.420(b) which provides in part:

> Unless the court in its order for dismissal otherwise specifies, a dismissal under this subdivision and any dismissal not provided for in this rule, other than a dismissal for lack of jurisdiction or for improper venue or for lack of an indispensable party, operates as an *adjudication on the merits*. (Emphasis added)

The trial court agreed and awarded judgment in favor of the association on its counterclaim as well.

Citing Singleton, the Fourth District reversed holding in favor of a blanket rule that every new default based upon a different act of date of default creates a new cause of action on the mortgage secured debt. No mention is made of the impact of acceleration of the entire debt or manner in which lenders are given a pass on the deceleration issue. Nowhere in the opinion did the Court hold that an unsuccessful mortgage foreclosure decelerates a note and mortgage. Moreover, the Court did not address the statute of limitations. It just followed the trend of automatic deceleration and the right to reaccelerate in a second attempt at foreclosure no matter the outcome of the first failed effort.

While Garcia is an example of the fixation on favoring lenders through automatic deceleration, the Third District at least appears to see things a bit differently. *See* Spencer v. EMC Mortgage Corp., 97 So. 3d 257 (Fla. 3d DCA 2012). Spencer involved an order granting summary judgment to the lender in December of 2010 and the mortgagor, Spencer, appealed. In 1993, Spencer took out a loan secured by a residential mortgage to be amortized over fifteen years in level monthly payments. The last payment was due on September 1, 2008. On July 1, 1997 Spencer defaulted. The note and mortgage holder accelerated payment as of the 1997 default date and foreclosed. Subsequently, the original mortgagee went bankrupt and sold the loan to EMC Mortgage Corporation. In 2001, EMC was substituted for the original mortgagee as the foreclosing plaintiff, but the foreclosure suit was dismissed for lack of prosecution in November of 2002. Later that month -- more than five years after the original acceleration -- EMC filed a *second* foreclosure complaint against Spencer alleging that she was again in default. In her responsive pleading, Spencer alleged that the claims were barred by the five year statute. Time passed and eventually the trial court issued a notice of lack of prosecution and scheduled a hearing for late May of 2009.

At the hearing on the lack of prosecution notice, EMC's counsel explained the lack of record activity as the result of a mailing mix-up. Sympathetic to counsel for

EMC, the trial court denied the motion to dismiss for lack of prosecution after being told by EMC's counsel that the case could not be re-filed because of the statute of limitations. Saved from dismissal by the trial court's largesse, EMC moved for summary judgment seeking foreclosure. A supporting affidavit said that Spencer defaulted on the note and mortgage on July 1, 1997, had made no further payments and accordingly the note was accelerated and payment of the entire amount was due and owing as of the 1997 date. The motion for summary judgment was granted, but the Third District reversed bringing the issue of acceleration to the fore. In its *unanimous panel opinion, the court noted that because the debt was accelerated in the* first action as a consequence of a default in July of 1997, acceleration likely occurred over five years before the first suit was filed in late November 2002. The case was therefore remanded for an evidentiary determination as to whether the loan was actually accelerated.

In Spencer, the Third District did not decide willy-nilly that Singleton automatically triggered deceleration. The decision shows that the statute of limitations is a viable tool in dealing with stale attempts at foreclosure based upon accelerated debts greater than five years old. Indeed the remand in Spencer suggests that accelerated installment debts do not return to the *status quo ante* merely because the first crack at foreclosure by the lender does not end in a judgment against the borrower. That should be the limitation placed upon Singleton. As the courts said in Rones and Lippincott, acceleration must be clearly and unequivocally communicated by the lender to the obligor. When that election is to be revoked there should likewise be a properly documented deceleration. Otherwise confusion and unfairness will persist regarding the statute of limitations with all attendant consequences.

CONCLUSION

This Court said in Singleton that "[w]e must also remember that foreclosure is an equitable remedy . . ." 882 So. 2d at 1008. In the interest of fairness, there should be no slack given to lenders who file, then walk away for years at a time from their foreclosure actions, then pick up the game in the future whenever they are moved to do so. The consequences of that adversely impact the fiduciary role of homeowners' associations, inhibit transferability and render certain applications of the statute of limitations all but illusory. It is therefore in the public interest to constrain the current interpretation of Singleton.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail this 26th day of November, 2014, to counsel on the attached service list.

CERTIFICATE OF COMPLIANCE WITH FONT SIZE

The undersigned certifies that the font of this brief is Times New Roman 14.

Major B. Harding, Esq.
Florida Bar No. 033657
mharding@ausley.com
John R. Beranek, Esq.
Florida Bar No. 005419
jberanek@ausley.com
Ausley McMullen
Counsel for Baywinds
P.O. Box 391
Tallahassee, FL 32302-0391
(850) 224-9115; Fax (850) 222-7560

and

John R. Hargrove, Esq.
Florida Bar No. 173745
eserve@hargrovelawgroup.com
jrh@hargrovelawgroup.com
Hargrove Pierson & Brown P.A.
Counsel for Baywinds
21 S.E. 5th Street, Suite 200
Boca Raton, FL 33432
(561) 300-3900; Fax (561) 300-3890

By: ______________________
JOHN R. HARGROVE

SERVICE LIST

Bartram v. U.S. Bank National Association
Case Nos. SC14-1265, SC14-1266, SC14-1305

COFFEY BURLINGTON
Kendall B. Coffey, Esquire
Jeffrey B. Crockett, Esquire
Daniel F. Blonsky, Esquire
Counsel for Lewis Brooke Bartram
2601 South Bayshore Drive, Penthouse
Miami, Florida 33133
Tel: 305-858-2900
Fax: 305-858-5261
kcoffey@coffeyburlington.com
jcrockett@coffeyburlington.com
dblonsky@coffeyburlington.com
groque@coffeyburlington.com
service@coffeyburlington.com

RICARDO & WASYLIK, PL
Michael Alex Wasylik, Esquire
Counsel for Thomas R. Pycraft, Jr.
P.O. Box 2245
Dade City, FL 33526
service@ricardolaw.com

PYCRAFT LAW, LLC
2825 Lewis Speedway, Suite 107
St. Augustine, Florida 32084
tom@pycraftlaw.com
service@pycraftlaw.com

ROLFE & LOBELLO, P.A.
Lawrence C. Rolfe, Esquire
Brett H. Burkett, Esquire
Counsel for Patricia Bartram
P.O. Box 4400
Jacksonville, FL 32201-4400
lcr@rolfelaw.com
bhb@rolfelaw.com

P.A. BRAVO, P.A.
Jason Bravo, Esquire
Counsel for The Plantation at Ponte Vedra, Inc.
P.O. Box 1965
Hallandale, FL 33008
Jbravo@bravo-llp.com

P.A. BRAVO, P.A.
Paul Alexander Bravo, Esquire
Counsel for The Plantation at Ponte Vedra, Inc.
P.O. Box 1965
Hallandale, FL 33008
pabravo@pabravo.com
service@pabravo.com

HEEKIN, MALIN & WENZEL, P.A.
T. Geoffrey Heekin, Esquire
Hunter Malin, Esquire
Catherine R. Michaud, Esquire
Counsel for The Plantation at Ponte Vedra, Inc.
P.O. Box 477
Jacksonville, FL 32201
gheekin@jax-law.com
hmalin@jax-law.com
cmichaud@jax-law.com

Joel S. Perwin, P.A.
Counsel for The Plantation at Ponte Vedra
169 E. Flagler Street, Suite 1422
Miami, FL 33131
jperwin@perwinlaw.com
sbigelow@perwinlaw.com

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC
Michael D. Starks, Esquire
Counsel for U.S. Bank National Association
Bank of America Center
390 North Orange Avenue
PO Box 1549
Orlando, FL 32802
mstarks@bakerdonelson.com
tmaloney@bakerdonelson.com
lcapplis@bakerdonelson.com

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC
Heidi J. Weinzetl, Esquire
Counsel for U.S. Bank National Association
1 Financial Plaza
100 S.E. Third Avenue, Suite 2626
Ft. Lauderdale, FL 33394
hweinzetl@bakerdonelson.com