

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

DANIEL J. STERMER AS RECEIVER OF THE  
HERON POND CONDOMINIUM ASSOCIATION,  
INC.,

CASE NO.: CACE-24-015112

Plaintiff,

v.

HERON POND CONDOMINIUM ASSOCIATION,  
INC., AND ALL UNIT OWNERS LISTED ON EXHIBIT  
“D” AND OTHER INTERESTED PARTIES LISTED  
ON EXHIBIT “E” TO THE COMPLAINT,

Defendants.

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**BP FOUNDATION LAND TRUST C/O KIRSCHBAUM LAW OFFICE LLC TRUSTEE’S  
ANSWER AND AFFIRMATIVE DEFENSES**

Defendant, BP FOUNDATION LAND TRUST C/O KIRSCHBAUM LAW OFFICE LLC TRUSTEE (“Defendant”), hereby files this Answer and Affirmative Defenses and in support thereof states as follows:

**INTRODUCTION**

1. Admitted that this is what Plaintiff seeks.
2. The documents speak for themselves.
3. The document speaks for itself.
4. Admitted.
5. Defendant is without knowledge as to whether operation and performance of the Heron Pond Condominium Association, Inc. (the “Condominium”) is an impossibility; this is therefore denied. Admitted that in its current state, the Condominium creates vast economic waste.

6. Admitted that the Receiver and the Joining Unit Owners are invoking the equitable powers of this Court to effect a termination of the Condominium. Defendant is without knowledge as to the rest of the allegations; therefore denied.

**THE PARTIES AND JOINING OWNERS**

**PLAINTIFF**

7. The document speaks for itself.

8. The document speaks for itself.

**JOINING OWNERS**

9. Without knowledge; therefore denied.

10. Without knowledge; therefore denied.

11. Without knowledge; therefore denied.

12. Without knowledge; therefore denied.

13. Without knowledge; therefore denied.

14. Without knowledge; therefore denied.

**DEFENDANTS**

15. The document speaks for itself.

16. Admitted.

17. Admitted.

18. Admitted.

19. Without knowledge; therefore denied.

20. Admitted that the Joining Owners are included as nominal defendants. As to the information allegedly identified in Exhibit "C" to the Complaint, the document speaks for itself.

21. As to the information identifying in Exhibit “C” to the Complaint, the document speaks for itself. As of the rest of the allegations, Defendant is without knowledge; therefore denied.

**JURISDICTION AND VENUE**

22. Admitted for jurisdictional purposes only.

23. Admitted for venue purposes only.

24. Without knowledge; therefore denied.

25. Without knowledge; therefore denied.

26. Without knowledge; therefore denied.

**TERMINATION**

27. Admitted.

28. The document speaks for itself.

29. Admitted that this is what Section 718.118 of the Florida Statutes provides.

30. Without knowledge; therefore denied.

31. Admitted that the City rendered the units and residential buildings uninhabitable and unsafe. Without knowledge as to what caused the issues; therefore denied.

32. The document speaks for itself.

33. As to the April 26, 2024, Order, the document speaks for itself. Defendant has no knowledge on whether the Receiver has and continues to act as Receiver for the Association since the entry of the Receivership Order; therefore denied.

34. Admitted that reports from the receiver have been posted on the Receiver’s website and have been sent to the Defendant via email. As to the rest of the allegations, without knowledge; therefore denied.

35. Without knowledge; therefore denied.
36. The documents speak for themselves.
37. The document speaks for itself. Admitted that it was posted on the Receiver's Website.
38. The document speaks for itself.
39. The document speaks for itself. Without knowledge as to whether the Receiver participated in a meeting with certain City representatives and officials the morning of July 23, 2024; therefore denied.
40. Admitted.
41. Admitted.
42. Without knowledge; therefore denied.
43. Without knowledge; therefore denied.
44. Without knowledge; therefore denied.
45. Without knowledge; therefore denied.
46. Without knowledge; therefore denied.
47. Without knowledge; therefore denied.
48. Admitted that several buildings have been shuttered since the summer of 2023. As to the remaining allegations, without knowledge; therefore denied.
49. Admitted.
50. Without knowledge; therefore denied.
51. Admitted that this is what Section 116.2.2 of the Florida Statutes states.
52. Without knowledge; therefore denied.
53. Without knowledge; therefore denied.

54. Without knowledge; therefore denied.

55. Without knowledge; therefore denied.

56. Without knowledge; therefore denied.

57. Admitted that the Condo Property has not been repaired, reconstructed, and/or rebuilt. Without knowledge as to whether it can or cannot be repaired, reconstructed, and/or rebuilt in a reasonable amount of time due to the financial condition of the Association and the Unit Owners; therefore denied.

58. Admitted that Plaintiff is invoking the equitable powers of this Court to affect a termination of the Condominium. Defendant is without knowledge as to Plaintiff's motives to do so; therefore denied.

59. Without knowledge; therefore denied.

60. Without knowledge; therefore denied.

61. Without knowledge; therefore denied.

62. Admitted that this is what Plaintiff is proposing and requesting from this Court.

WHEREFORE, Defendant respectfully requests that this Court order the payout of any proceeds from the sale of the Condominium to be distributed in a manner fair and consistent with the condominium unit owners' relative stakes and interest in the Condominium.

#### **AFFIRMATIVE DEFENSES**

1. For its first affirmative defense, Defendant alleges that, as a unit owner, Defendant is entitled to set off from any proceeds that may result from the sale of the Condominium, to be distributed to Defendant in proportion to Defendant's relative stake, interest, and ownership in units and the common areas of the Condominium and in the Condominium as a whole.

Defendant reserves the right to amend these affirmative defenses and/or additional affirmative defenses that may have been inadvertently omitted or are discovered through the course of discovery.

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on December 16, 2024, a true and correct copy of the foregoing was served on all counsel of record via automatically generated email on the Florida e-Filing portal.

Dated: December 16, 2024

Respectfully submitted,

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