

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.,
Plaintiff,

CIRCUIT CIVIL DIVISION
CASE NO.: CACE24015112

v.

HERON POND CONDOMINIUM
ASSOCIATION, INC., *et al.*,
Defendants.

DEFENDANT, CITADEL SERVICING CORPORATION'S
ANSWER AND AFFIRMATIVE DEFENSES

COMES NOW, Defendant, CITADEL SERVICING CORPORATION (“Citadel”), by and through its undersigned counsel, hereby answers the Plaintiff’s Complaint and asserts the following affirmative defenses:

INTRODUCTION

1. Admitted that this is an action to terminate the Condominium. Citadel is without knowledge as to the remaining allegations; therefore denied.
2. The documents speak for themselves.
3. Citadel is without knowledge; therefore denied.
4. Citadel is without knowledge; therefore denied. Citadel demands strict proof thereof.
5. Citadel is without knowledge; therefore denied. Citadel demands strict proof thereof.

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

THE PARTIES AND JOINING OWNERS

PLAINTIFF

7. The document speaks for itself.

8. The document speaks for itself.

JOINING OWNERS

9. Citadel is without knowledge; therefore denied.

10. Citadel is without knowledge; therefore denied.

11. Citadel is without knowledge; therefore denied.

12. Citadel is without knowledge; therefore denied.

13. Citadel is without knowledge; therefore denied.

14. The documents speak for themselves.

CITADELS

15. The document speaks for itself.

16. Admitted.

17. Admitted.

18. Admitted.

19. Admitted that Citadel is an interested party pursuant to its interest as set forth in Exhibit "E." Citadel is without knowledge as to any of the "Other Interested Parties"; therefore denied.

20. Admitted that the Joining Owners are included as nominal Citadels and, as to the

information allegedly identified in Composite Exhibit “C”, the documents speak for themselves.

21. The allegation incorrectly refers to Exhibit “C” which does not identify the Non-Joining Owners and Instrument Number identifying their respective interests, but rather the written consent and joinder of the Joining Owners, so Citadel is unable to respond to that portion of the allegation. Citadel is otherwise without knowledge; therefore denied.

JURISDICTION AND VENUE

22. Admitted for jurisdictional purposes only.

23. Admitted.

24. Citadel is without knowledge; therefore denied.

25. Citadel is without knowledge; therefore denied.

26. Citadel is without knowledge; therefore denied.

TERMINATION

27. Admitted.

28. The document speaks for itself.

29. Admitted.

30. Citadel is without knowledge; therefore denied. Citadel demands strict proof thereof.

31. Citadel is without knowledge; therefore denied.

32. The document speaks for itself.

33. As to the content of the April 26, 2024 Order, the document speaks for itself. Citadel is without knowledge as to the remaining allegations; therefore denied.

34. Citadel is without knowledge; therefore denied.

35. Citadel is without knowledge; therefore denied.

36. The documents speak for themselves.
37. The document speaks for itself.
38. The document speaks for itself.
39. As to the recommendation of the ACG's Engineering Report, the document speaks for itself. Citadel is without knowledge as to the remaining allegations; therefore denied.
40. Citadel is without knowledge; therefore denied.
41. Citadel is without knowledge; therefore denied.
42. Citadel is without knowledge; therefore denied.
43. Citadel is without knowledge; therefore denied.
44. Citadel is without knowledge; therefore denied.
45. Citadel is without knowledge; therefore denied.
46. Citadel is without knowledge; therefore denied.
47. Citadel is without knowledge; therefore denied.
48. Citadel is without knowledge; therefore denied.
49. Admitted that Unit Owners with mortgages encumbering their Units must continue paying their monthly mortgage. Citadel is without knowledge as to the remaining allegations; therefore denied.
50. Citadel is without knowledge; therefore denied.
51. Admitted.
52. Citadel is without knowledge; therefore denied.
53. Citadel is without knowledge; therefore denied.
54. Citadel is without knowledge; therefore denied.
55. Citadel is without knowledge; therefore denied.

56. Citadel is without knowledge; therefore denied. Citadel demands strict proof thereof.

57. Citadel is without knowledge; therefore denied.

58. Admitted that Plaintiff is invoking the equitable powers of this Court to affect a termination of the Condominium. Citadel is without knowledge as to the remaining allegations; therefore denied.

59. Citadel is without knowledge; therefore denied.

60. Citadel is without knowledge; therefore denied.

61. Citadel is without knowledge; therefore denied. Citadel demands strict proof thereof.

62. Admitted that this is what Plaintiff proposes and requests from the Court.

WHEREFORE, Citadel respectfully requests that, in the event this Honorable Court is inclined to grant the relief requested by Plaintiff, the Court order the payout of any proceeds from the sale of the Condominium to be distributed in a manner fair and consistent with the Unit Owners' relative stakes and interest in the Condominium.

AFFIRMATIVE DEFENSES

For its first affirmative defense, Citadel states that on or about August 3, 2022 Unit Owner, Toro Mata Investments, LLC, a Florida limited liability company ("Toro Mata"), executed a certain Note in favor of Citadel in the original principal amount of One Hundred Forty-Three Thousand Five Hundred Dollars and 00/100 Cents (\$143,500.00) secured by a Mortgage executed in conjunction therewith. Said Mortgage was recorded on August 10, 2022 in as Official Records Instrument #118331529 in the Public Records of Broward County Florida and, encumbers real property located at: 356 83rd Way #101 ("Unit #101"), Pembroke Pines, FL 33025. To date,

Citadel remains the owners and holder of said Note and Mortgage and is entitled to enforce same.

In the event the Court grants Plaintiff's claims and orders the Condominium sold, Citadel claims an interest in any excess proceeds by virtue of said Mortgage. Citadel is entitled to set off from any proceeds that may result from the sale of the Condominium, to be distributed to it in proportion to Citadel's relative stake, interest, and first lien position in Unit #101 and the common areas of the Condominium and in the Condominium as a whole, as applicable.

RESERVATION OF RIGHTS

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

Should the Court enter a termination plan, Citadel reserves the right to contest the plan pursuant to Fla. Stat. § 718.117(6).

Citadel reserves the right to exercise any remedies it may have under the aforementioned Note and Mortgage against Toro Mata to the extent the amount received under the termination plan is not sufficient to satisfy Toro Mata's obligations under the Note and Mortgage, unless personal liability has been discharged.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via E-Mail to those parties listed below on this 10th day of January, 2025.

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