

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

DANIEL J. STERMER, as receiver of the  
Heron Pond Condominium Assoc., Inc.,

Case No.: CACE-24-015112

Plaintiff,

v.

HERON POND CONDOMINIUM ASSOC., INC.,  
And all unit owners listed on Exhibit "C" and other  
Interest parties listed on Exhibit "D" to the Complaint

Defendants.

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**DEFENDANT FREEDOM MORTGAGE CORPORATION'S ANSWER AND  
AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAINT**

Defendant/Mortgagee herein, Freedom Mortgage Corporation ("Freedom"), by and through its undersigned counsel, and pursuant to the Florida Rules of Civil Procedure, submits its Answer and Affirmative Defenses to Plaintiff's Complaint for Judicial Termination of Condominium, and in support thereof states as follows:

**"Introduction"**

1. Admitted that Plaintiff is seeking equitable relief to terminate the Condominium. As to the remaining allegations, Freedom is without sufficient knowledge, information, or belief to form an opinion and therefore denies the same.

2. The documents speak for themselves. To the extent a further response is required, Freedom is without sufficient knowledge, information, or belief to form an opinion on the allegations of Paragraph 2 and therefore denies the same

3. The document speaks for itself. To the extent a further response is required, Freedom is without sufficient knowledge, information, or belief to form an opinion on the allegations of Paragraph 3 and therefore denies the same

4. Freedom is without sufficient knowledge, information, or belief to form an opinion on the allegations of Paragraph 4 and therefore denies the same.

5. Freedom is without sufficient knowledge, information, or belief to form an opinion on the allegations of Paragraph 5 and therefore denies the same.

6. Freedom is without sufficient knowledge, information, or belief to form an opinion on the allegations of Paragraph 6 and therefore denies the same.

**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. Freedom admits that it has a valid first mortgage lien against 8471 SW 5th Street, Unit 201, by virtue of a mortgage filed of record January 19, 2010, in the Broward County, Florida records, in OR Book 46807, Page 1135 (the "Mortgage"), which secures a current balance due. The remaining allegations in paragraph 19 of Plaintiff's Complaint are directed to parties other than Freedom, and therefore, no response is required. To the extent a response is deemed necessary, Freedom is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 19 of Plaintiff's Complaint, and therefore denies same, except that Freedom does not intend to deny matters which are accurately and properly filed of public record.

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. Freedom has no knowledge on whether the Receiver has and continues to act as Receiver for the Association since the entry of the Receivership Order.
34. Without knowledge; therefore denied.
35. Without knowledge; therefore denied.
36. The documents speak for themselves.
37. The document speaks for itself. Freedom is without information about whether the document was posted on the Receiver's Website; therefore denied.
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. Without knowledge; therefore denied.
41. Without knowledge; therefore denied.
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. Without knowledge; therefore denied.
49. Without knowledge; therefore denied.
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. Without knowledge; therefore denied.
58. Admitted that Plaintiff is invoking the equitable powers of this Court to affect a termination of the Condominium. Freedom is without knowledge as to Plaintiff's motives to do so; therefore denied.
59. Without knowledge; therefore denied.
60. Admitted.
61. Without knowledge; therefore denied.
62. Admitted that this is what Plaintiff is proposing and requesting from this Court.

WHEREFORE, Freedom 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

Freedom Mortgage Corporation asserts the following affirmative defenses in response to Plaintiff's Complaint.

63. Plaintiff's Complaint fails to state a claim for which relief may be granted.

64. Freedom affirmatively asserts that it holds a first and valid lien on the real property at 8471 SW 5th Street, Unit 201 by virtue of a Mortgage recorded in OR BK 46807, Page 1135, recorded in the Office of the Broward County Clerk of Court on January 19, 2010. Freedom's lien is first and prior to all other lien interests against 8471 SW 5th Street, Unit 201, with the exception of valid unpaid ad valorem real estate taxes.

65. Freedom alleges that, as a mortgagee of a unit owner, Freedom is entitled to set off from any proceeds that may result from the sale of the Condominium, to be distributed to Freedom in proportion to its borrower's relative stake, interest, and ownership in units and the common areas of the Condominium and in the Condominium as a whole.

66. Freedom reserves the right to re-plead, amend, or assert any and all additional defenses which may become known to it throughout the discovery process, including but not limited to statute of limitations, and all other matters that constitute affirmative defenses under the civil rules.

67. Freedom expressly reserves the right to amend the Answer filed herein as may become necessary throughout the proceedings.

WHEREFORE, Defendant Freedom Mortgage Corporation respectfully requests:

1. That Plaintiff's Complaint be denied with prejudice against Freedom; and
2. For Plaintiff to take nothing by way of its Complaint against Freedom; or

3. For Freedom's lien by virtue of its Mortgage of record to be accounted for and given its due priority of payment in this action; and

4. For any and all other relief to which Freedom may be entitled.

*s/ Yesica S. Liposky, Esq.*

Yesica S. Liposky, Esq.

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*Counsel for Defendant Freedom Mortgage*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on January 15, 2025, a true and correct copy of the foregoing has been filed with the Florida Courts E-Filing Portal which will furnish copies to all counsel of record.

*s/ Yesica S. Liposky*

Yesica S. Liposky, Esq.

Florida Bar No. 119924