

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

CASE NO.: CACE 24-015112

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

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.

PLAINTIFF’S MOTION FOR CLERK’S DEFAULT AGAINST DEFENDANT

Plaintiff, Daniel J. Stermer, not individually, but solely as Receiver of the Heron Pond Condominium Association, Inc. (“Plaintiff”), and pursuant to Florida Rule of Civil Procedure 1.500(a), moves the Clerk for entry of default against Capital One Bank (USA), N.A. (“Defendant”). In support, Plaintiff alleges as follows:

1. On April 26, 2024, the Court entered an Order Granting Verified Petition for Appointment of Receiver (the “Order Appointing Receiver”), appointing Daniel J. Stermer as Receiver of the Plaintiff.

2. Upon his appointment, the Receiver and his team endeavored to review the Plaintiff’s current finances and the condition of the real property located in Pembroke Pines subject to the condominium structure (the “Property”). The Receiver cooperated with officials from the City of Pembroke Pines (the “City”) and various professionals in his investigation to determine whether there was any potential to rehabilitate the Property. Ultimately, the City rendered the 19

buildings located on the Property uninhabitable due to various structural and other deficiencies and issued Unsafe Structure Notices requiring all residents to vacate the buildings and Property by no later than August 29, 2024.

3. On October 18, 2024, the Receiver filed this action seeking equitable relief to terminate a Condominium pursuant to Florida Statutes § 718.118 due to the substantial damage and destruction of the Property, which has been vacant, closed, and deteriorating since August 29, 2024. The Receiver has continued to keep all Unit Owners apprised of the Receiver's actions and status of the Property by filing monthly reports on the Receiver's website: Heronpondreceiver.com (the "Monthly Reports")

4. On November 22, 2024, Defendant was served with the Summons and Complaint. Copies of the Return of Service or Acceptance of Service and Waiver of Process forms were filed with the Clerk's office and are reflected on the Court's docket.

5. Pursuant to Fla. R. Civ. P. 1.140(a)(1) and 1.070(i)(4) for those parties that have executed an Acceptance of Service and Waiver of Process, the deadline for the Defendant to file responses has expired.

6. To date, the Defendant has failed to file a response to the Complaint or any other papers with the Court.

7. Accordingly, Plaintiff is entitled to entry of a Clerk's default against Defendant.

8. In the Receiver's Monthly Reports, the Receiver asserted that he will:

seek default judgments against each of the Unit Owners and Other Interested Parties that do not contest the Condo Termination case and do not file a response to the Complaint within the permitted time. The issuance of a Default Judgment against a Unit Owner will be treated as a Unit Owner or Other Interested Parties consent to the relief sought in the Condo Termination Case.

WHEREFORE, Plaintiff respectfully requests the entry of a Clerk's default, against Capital One Bank (USA), N.A. for failing to file any paper or otherwise respond to the Complaint, and for such other and further relief as this Court deems proper.

Dated: January 21, 2025

Respectfully submitted,

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CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on this 21st day of January, 2025, a true and correct copy of the forgoing was (i) filed electronically through the Florida Court's E-Filing Portal, which will, in turn, send notice of electronic filing to all counsel of record; and (ii) sent via U.S. Mail upon Defendant, Capital One Bank (USA), N.A., c/o Corporation Service Company, Registered Agent, 1201 Hays Street, Tallahassee, FL 32301-2525, and via electronic mail (if available).

By: /s/ Brian G Rich
Brian G Rich

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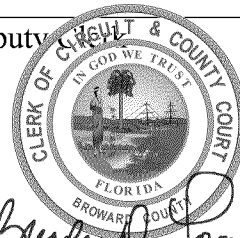
CLERK’S DEFAULT

A default is entered in this action against Defendant, Capital One Bank (USA), N.A., for failure to serve or file any document in response to the Complaint as required by law.

Date: JAN 27 2025

As Clerk of the Court

By: _____
As Deputy Clerk



Brenda D. Forman
BRENDA D. FORMAN