IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

ORIOLE GARDENS CONDOMINIUM ASSOCIATION, INC.,

Plaintiff,

v.

UNKNOWN HEIRS, BENEFICIARIES OR DEVISEES OF THE ESTATE OF EDNA E. TUCKER, UNKNOWN TENANT IN POSSESSION #1, UNKNOWN TENANT IN POSSESSION #2,

Defendants.
_____/

CASE NO.:

DIVISION:

COMPLAINT FOR FORECLOSURE

Plaintiff, ORIOLE GARDENS CONDOMINIUM ASSOCIATION, INC., by and through its undersigned counsel, hereby sues Defendants and alleges:

1. This is an action to foreclose a Claim of Lien against real property located in Broward County, Florida and for damages and the Court has jurisdiction.

2. Plaintiff, ORIOLE GARDENS CONDOMINIUM ASSOCIATION, INC., is a Florida not-for-profit corporation with its principal place of business located in Broward County Florida.

3. The Defendant, UNKNOWN HEIRS, BENEFICIARIES OR DEVISEES OF THE ESTATE OF EDNA E. TUCKER, are natural persons who identities are unknown to Plaintiff who have an ownership interest in the subject real property in Broward County, Florida, and are subject to the jurisdiction of this court.

4. The following described property (the "Property") is owned by THE ESTATE OF EDNA E. TUCKER:

Condominium Unit No. 207 of ORIOLE GARDENS 10 CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Records Book 5389, Page

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93, of the Public Records of Broward County, Florida; together with any Amendments thereto, and its undivided share in the common elements.

Street Address: **7305 NW 5th Court, Unit 207, Margate, Florida 33063.**

5. Plaintiff has performed all statutory and contractual conditions precedent to the bringing of this action.

COUNT I
FORECLOSURE

6. Plaintiff reallages paragraphs 1 through 5 as if fully set forth herein.

7. Plaintiff is a condominium association, whose purpose is to carry out its responsibilities pursuant to Chapter 718 of the Florida Statutes and its own governing documents, which are recorded in the Public Records of Broward County, Florida.

8. Plaintiff, pursuant to the authority contained in its recorded governing documents, properly authorized and promulgated a budget creating periodic maintenance assessments and/or other special assessments in accordance with the applicable provisions thereof. The relevant provision(s) of Plaintiff's governing documents are attached hereto as Exhibit "A".

9. Plaintiff's governing documents further permit it to charge property owners a late fee and interest on each delinquent installment. See Exhibit "A".

10. THE ESTATE OF EDNA E. TUCKER failed to timely pay assessments for the Property and the account remains delinquent.

11. The Plaintiff, in accordance with Chapter 718 of the Florida Statutes, on September 19, 2025 mailed to THE ESTATE OF EDNA E. TUCKER by certified mail, return receipt requested, and by first-class United States mail its Notice of Intent to File Lien on the Property. A copy of this Notice of Intent to File Lien letter is attached hereto as Exhibit "B".

12. The Plaintiff, in accordance with Chapter 718 of the Florida Statutes, on November 14, 2025 mailed to THE ESTATE OF EDNA E. TUCKER, by certified mail, return receipt

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requested, and by first-class United States mail its Notice of Intent to Foreclose its Claim of Lien on the Property, along with a copy of the associated Claim of Lien. A copy of this Notice of Intent to Foreclose letter is attached hereto as Exhibit "C".

13. As a result of the failure of THE ESTATE OF EDNA E. TUCKER to pay the aforementioned sums within the time provided by the Notice of Intent to File Lien letter, Plaintiff, on December 3, 2025 recorded its Claim of Lien against the Property, a copy of which is attached hereto as Exhibit "D".

14. Said Claim of Lien secured all amounts contained therein, as well as all unpaid assessments, interest, late fees, costs of collection, and attorney's fees accruing subsequent to the date of recordation.

15. The Defendants, UNKNOWN TENANT IN POSSESSION #1 and UNKNOWN TENANT IN POSSESSION #2, whose actual names are unknown to Plaintiff, may claim to have some right or interest in the property sought to be foreclosed herein by virtue of their occupancy of the premises or an existing lease agreement which right or interest, if any, is subordinate, inferior and subject to Plaintiff's Claim of Lien.

16. The Plaintiff has engaged the service of the undersigned attorneys and has agreed to pay them a reasonable fee for their services related to this action. Plaintiff's governing documents and/or Chapter 718 of the Florida Statutes provide that the owner of the Property is responsible for payment of the Plaintiff's reasonable attorneys' fees incurred by Plaintiff incident to the collection of the assessment or enforcement of the lien.

WHEREFORE, Plaintiff requests that this Court enter judgment for its Claim of Lien, plus interest, plus all regular and special assessments, interest and late fees/administrative fees accruing from the date of the Claim of Lien due to the Plaintiff from THE ESTATE OF EDNA E. TUCKER,

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together with interest, late fees, reasonable attorney's fees, costs, abstract expenses, and all other allowable costs and expenses; and additionally if such sums are not paid within the time set by this Court, that the Property be sold to satisfy the Plaintiff's claim, and, additionally if the proceeds of the sale are insufficient to pay such claim, that a deficiency judgment be entered against THE ESTATE OF EDNA E. TUCKER, and that all persons claiming under or against THE ESTATE OF EDNA E. TUCKER since the filing of the Notice of Lis Pendens be foreclosed, and that this Court grant such other and further relief as it may deem proper.

COUNT II
DAMAGES

17. Plaintiff realleges Paragraphs 1 through 10 and Paragraph 16, as incorporated by reference, as if fully set forth herein.

18. This is an action for damages against the owner of the Property to recover delinquent assessments, interest, late fees, costs, and attorney's fees from THE ESTATE OF EDNA E. TUCKER.

19. Under Chapter 718 of the Florida Statutes, and under the governing documents attached as an exhibit to this Complaint, Plaintiff is entitled to recover all unpaid assessments, plus interest, late fees, costs, and attorneys' fees incident to the collection of the delinquent assessments that have accrued at the time of rendition of judgment for the Property owned by THE ESTATE OF EDNA E. TUCKER.

20. THE ESTATE OF EDNA E. TUCKER failed to pay assessments in the amounts described by the Claim of Lien attached as an exhibit hereto, plus accrued interest, late fees, costs, and attorneys' fees incident to the collection of the delinquent assessments. Additional assessments, interest, late fees, costs, and attorneys' fees have accrued and will accrue from the date of the Claim of Lien.

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21. Chapter 718 of the Florida Statutes provides, in pertinent part, that each property owner shall be governed by and shall comply with the provisions of Chapter 718 of the Florida Statutes and the governing documents thereof. Chapter 718 of the Florida Statutes further provides that actions for damages for failure to comply with the provisions of Chapter 718 of the Florida Statutes may be brought by Plaintiff, and that the prevailing party is entitled to recover reasonably attorneys' fees.

WHEREFORE, Plaintiff respectfully requests that the Court award the following relief:

A. Ascertain the amount of assessments, interest and late fees that Plaintiff is entitled to recover in this action.

B. Award to Plaintiff judgment in the amount of all delinquent assessments, interest and late fees found to be due.

C. Award to Plaintiff the costs and reasonable attorneys' fees incurred incident to collection of the delinquent assessments.

DATED this 8th day of January, 2026.

WASSERSTEIN, P.A.
301 Yamato Road
Suite 2199
Boca Raton, Florida 33431
Tel.: (561) 288-3999
Primary E-Mail: danw@wassersteinpa.com

By: /s Daniel Wasserstein
DANIEL WASSERSTEIN, ESQ.
Florida Bar No. 42840

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EXHIBIT “A”

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DECLARATION OF CONDOMINIUM

OF

ORIOLE GARDENS CONDOMINIUM ___

ORIOLE HOMES CORP., a Florida Corporation (hereinafter referred to as "Developer") hereby states and declares.

I - SUBMISSION STATEMENT

Developer is the owner of record of the land hereinafter described in Exhibit A and hereby declares the same to be Condominium Property and does hereby submit the same to condominium ownership pursuant to Chapter 718, Florida Statutes, The Condominium Act.

II - NAME

The name by which this Condominium is to be identified is:

ORIOLE GARDENS CONDOMINIUM ___

III - LAND

The legal description of the land included and submitted herewith to condominium ownership is described in Exhibit A which is attached hereto and made a part hereof, and is hereafter referred to as the "Land".

IV - EXPLANATION OF TERMINOLOGY
AND IDENTIFICATION OF UNITS

All terms shall have the meaning set forth in the Act and for clarificaiton the following terms have the following meanings:

A. "Oriole Gardens" means the multi-phased planned community of condominium residential apartment buildings developed upon a portion of Parcel 7 of Oriole Golf and Tennis Club Section Two according to the Plat hereof recorded in Plat Book 78 Page 21 of the Public Records of Broward County, Florida.

B. "Oriole Gardens Condominium" means one of the condominium apartment buildings at Oriole Gardens referred to by an Arabic numberal designation, e.g. Oriole Gardens I.

C. "Developer" means Oriole Homes Corp., a Florida corporation, its successors and assignees.

D. "Act" means Chapter 718, Florida Statutes, 1963, as amended; The Condominium Act.

E. "Condominium Documents" means in the aggregate this Declaration, Articles, By-Laws, Rules and Regulations, and all of the instruments and documents referred to therein and executed in connection with Oriole Gardens.

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Owner owing the same in any manner provided for by the Act, including the right of foreclosure and sale. One of the costs of collecting delinquent assessments is the paper work involved. To compensate the Association for these costs, the Board of Directors shall impose a late fee of twenty-five ($25.00) dollars against the unit owner for the second and subsequent delinquencies.

4. The Association may at any time require Apartment Owners to maintain a minium balance on deposit with the Associaiton to cover future assessments. Such deposits shall be proportionate to each Apartment's interest in the Common Elements.

5. In connection with assessments, the Association shall have all of the powers, rights, privileges, and legal remedies provided for by the Act, specifically including a lien upon each Apartment for any unpaid assessments and interest thereon against the apartment Owner of such Apartment, together with reasonable attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of such lien. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest rate allowed by law.

6. It is specifically acknowledged that the provisions of Section 718.116, as may be amended from time to time, (formerly 711.15 (6), of the Act. are applicable to this condominium and further, in the event an approved first mortgagee obtains title to an Apartment by voluntary conveyance, such mortgagee, its successors, and assigns shall not be liable for accrued assessments or Common Expenses as fully as though the property were acquired by foreclosure as provided by Section 718.116, as may be amended from time to time, (formerly 711.15(6), of the Act.

XVIII - INSURANCE

The Board shall obtain liability insurance in such amounts as the Board may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements and the Demised Parcel. the Board shall collect and enforce the payment of a share of the premium for such insurance from each Apartment Owner as a part of the Common Expenses. Said insurance shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsement to cover liabilities of the Apartment Owners as a group to an Apartment Owner. Each Apartment Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Apartment and for the purchasing of insurance for all of his personal property.

It is also understood that the owner shall be responsible for the purchasing of a service contract for protection of his appliances, air conditioning water heater etc.

XIX - DESTRUCTION OF IMPROVEMENTS AND CASUALTY INSURANCE

A. The Association shall obtain Fire and Extended

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It is also understood that the owner shall be responsible for the purchasing of a service contract for protection of his appliances, air conditioning water heater etc.

XIX - DESTRUCTION OF IMPROVEMENTS AND CASUALTY INSURANCE

A. The Association shall obtain Fire and Extended

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EXHIBIT “B”

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Wasserstein, P.A.

301 Yamato Road, Suite 2199, Boca Raton, Florida 33431 • Phone: 561.288.3999 • Website: www.wassersteinpa.com
E-mail: Daniel Wasserstein, Esq. - danw@wassersteinpa.com • Renee Renuart, Esq. - reneer@wassersteinpa.com • Michael S. Feldman, Esq. - michaelf@wassersteinpa.com

September 19, 2025

Sent Via First-Class U.S. Mail
& Certified Mail, Return Receipt Requested
#9589 0710 5270 2798 1227 25
Estate of Edna E. Tucker
7305 NW 5th Court, Unit 207
Margate, FL 33063

RE: Oriole Gardens Condominium Association, Inc.
7305 NW 5th Court, Unit 207
Margate, Florida 33063

NOTICE OF INTENT TO RECORD A CLAIM OF LIEN

Dear Estate of Edna E. Tucker:

Wasserstein, P.A. is a debt collector. This communication is an attempt to collect a debt and any information obtained as a result of this letter or further communications with this office will be used for the purpose of collection of a debt.

The following amounts are currently due on your account to Oriole Gardens Condominium Association, Inc. (the "Association") and must be paid within 45 days after your receipt of this letter.

This letter shall serve as the Association's notice of intent to record a Claim of Lien against your property no sooner than 45 days after your receipt of this letter unless you pay in full the amounts set forth below. However, if you timely dispute the debt we will suspend our efforts to collect it, including the filing of a lien, until this office obtains verification of the debt and a copy of such verification is mailed to you. Please note the total amount due below does not include any future assessments that may come due:

Amount owed as of 6/30/25 is **$0.00.**	
Account Balance as of 6/30/25	$0.00
Amount owed since 6/30/25 is **$1,579.00** and broken down as follows:	
Quarterly Assessments (1 at $1,554.00) beginning 7/1/25 through 9/19/25 with Late Fees (1 at $25.00)	$1,579.00
Interest at 18% per year on Quarterly Assessments from 7/1/25 through 9/19/25*	$61.85
Attorney's Fees	$165.00
Attorney's Fee for Intent to Lien Letter	$195.00
Postage Costs	$11.18
Total Amount Due	**$2,012.03**

* Interest accrues at the rate of 18% per annum.

PAYMENT MUST BE MADE BY CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER MADE PAYABLE TO: "WASSERSTEIN, P.A. TRUST ACCOUNT" AND SENT TO THE ABOVE REFERENCED LAW FIRM ADDRESS

Should you have any questions concerning this matter, you may contact the undersigned at the above referenced phone number. Thank you for your prompt attention to this matter.

WASSERSTEIN, P.A.

DANIEL WASSERSTEIN
For the Firm

THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY AND ALL INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

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How can you dispute the debt?

- **Call or write to us by October 29, 2025, to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by October 29, 2025,** we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents.

What else can you do?

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by **October 29, 2025,** we must stop collection until we send you that information. You may use the form below or write to us without the form.
- **Go to www.cfpb.gov/debt-collection to learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.

Mail this form to:
Wasserstein, P.A.
301 Yamato Road, Suite 2199
Boca Raton, Florida 33431

Estate of Edna E. Tucker
7305 NW 5th Court, Unit 207
Margate, FL 33063

How do you want to respond?

Check all that apply:

☐ **I want to dispute the debt because I think:**
- ☐ This is not my debt.
- ☐ The amount is wrong.
- ☐ Other (please describe on reverse or attach additional information).

☐ **I want you to send me the name and address of the original creditor.**

☐ **I enclosed this amount:** $

Make your check payable to Wasserstein, P.A. Trust Account.

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THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY AND ALL INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

EXHIBIT “C”

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Wasserstein, P.A.

301 Yamato Road, Suite 2199, Boca Raton, Florida 33431 • Phone: 561.288.3999 • Website: www.wassersteinpa.com
E-mail: Daniel Wasserstein, Esq. - danw@wassersteinpa.com • Renee Renuart, Esq. - reneer@wassersteinpa.com • Michael S. Feldman, Esq. - michaelf@wassersteinpa.com

November 14, 2025

Sent Via First-Class U.S. Mail
& Certified Mail, Return Receipt Requested
#9589 0710 5270 2798 1293 42
Estate of Edna E. Tucker
7305 NW 5th Court, Unit 207
Margate, FL 33063

RE: Oriole Gardens Condominium Association, Inc.
7305 NW 5th Court, Unit 207
Margate, Florida 33063

DELINQUENT ASSESSMENT

Amount owed as of 6/30/25 is **$0.00.**	
Account Balance as of 6/30/25	$0.00
Amount owed since 6/30/25 is **$3,158.00** and broken down as follows:	
Quarterly Assessments (2 at $1,554.00) beginning 7/1/25 through 11/14/25 with Late Fees (2 at $25.00)	$3,158.00
Interest at 18% per year on Quarterly Assessments from 7/1/25 through 11/14/25	$137.63
Attorney's Fees	$820.00
Cost for Recording Claim of Lien	$10.00
Postage Costs	$22.36
Total Amount Due	**$4,147.99**

Dear Estate of Edna E. Tucker:

Wasserstein, P.A. is a debt collector. This communication is an attempt to collect a debt and any information obtained as a result of this letter or further communications with this office will be used for the purpose of collection of a debt.

Wasserstein, P.A. represents Oriole Gardens Condominium Association, Inc. (the "Association"). This letter is to inform you a Claim of Lien has been filed against your property because you have not paid the assessments identified above to the Association. The Association intends to foreclose the lien and collect the unpaid amount within 45 days of this letter being provided to you.

You owe the interest accruing from July 2025 to the present. As of the date of this letter, the total amount due with interest is $4,147.99. All costs of any action and interest from this day forward will also be charged to your account.

Any questions concerning this matter should be directed to Daniel Wasserstein, Esq., 301 Yamato Road, Suite 2199, Boca Raton, Florida 33431 (561) 288-3999.

Enclosed please find a copy of the Claim of Lien that was sent to be recorded against the above referenced property as a result of your failure to pay assessments. The Claim of Lien contains amounts due to the Association as of the date it was signed, and further secures all amounts that may subsequently come due.

PAYMENT MUST BE MADE BY CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER MADE PAYABLE TO: "WASSERSTEIN, P.A. TRUST ACCOUNT" AND SENT TO THE ABOVE REFERENCED LAW FIRM ADDRESS

Should you have any questions concerning this matter, you may contact the undersigned at the above referenced phone number. Thank you for your prompt attention to this matter.

WASSERSTEIN, P.A.

DANIEL WASSERSTEIN
For the Firm

THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY AND ALL INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

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EXHIBIT “D”

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INSTR # 120574885
Recorded 12/03/25 at 11:40 AM
Broward County Commission
1 Page(s)
#4

THIS INSTRUMENT PREPARED BY:
Daniel Wasserstein, Esq.
WASSERSTEIN, P.A.
301 Yamato Road, Suite 2199
Boca Raton, Florida 33431

CLAIM OF LIEN

KNOW ALL MEN BY THESE PRESENTS THAT: Oriole Gardens Condominium Association, Inc., a Florida not-for-profit corporation, whose mailing address is c/o Seacrest Services, Inc., 2101 Centrepark W. Dr., Ste 110, West Palm Beach, FL 33409, claims this lien against the following property:

Condominium Unit No. 207 of ORIOLE GARDENS 10 CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Records Book 5389, Page 93, of the Public Records of Broward County, Florida; together with any Amendments thereto, and its undivided share in the common elements.

Street Address: **7305 NW 5th Court, Unit 207, Margate, Florida 33063**.

Record title to such property is currently held by **Estate of Edna E. Tucker.**

The total amount due to the Association is **$4,147.99,** as follows:

Amount owed as of 6/30/25 is **$0.00.**	
Account Balance as of 6/30/25	$0.00
Amount owed since 6/30/25 is **$3,158.00** and broken down as follows:	
Quarterly Assessments (2 at $1,554.00) beginning 7/1/25 through 11/14/25 with Late Fees (2 at $25.00)	$3,158.00
Interest at 18% per year on Quarterly Assessments from 7/1/25 through 11/14/25	$137.63
Attorney's Fees	$820.00
Cost for Recording Claim of Lien	$10.00
Postage Costs	$22.36

This Claim of Lien shall also secure all unpaid assessments, interest, late fees (if any), reasonable costs and attorney's fees that are due and that may accrue subsequent to the recording of this Claim of Lien and through the entry of a final judgment.

The total amount due and owing to the Association as referenced in this Claim of Lien remains outstanding as of November 14, 2025.

Dated this 14th day of November, 2025.

Oriole Gardens Condominium Association, Inc.

By: _____
Daniel Wasserstein, Esq.,
Attorney and Agent of the Association

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Daniel Wasserstein, Esq., as Attorney and Agent of Oriole Gardens Condominium Association, Inc. who is personally known to me, and who acknowledged before me by means of physical presence, this 14th day of November 2025, that he executed the above Claim of Lien as such Attorney and Agent of said corporation, and that the same is the free act and deed of said corporation.

My Commission Expires:

/s/ _____
Print Name: Tania Polanco
NOTARY PUBLIC, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
TANIA POLANCO
Commission # HH 232048
Expires February 22, 2026

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