

Filing # 221068094 E-Filed 04/15/2025 02:58:01 PM

**IN THE CIRCUIT COURT
OF THE FOURTEENTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR BAY COUNTY, FLORIDA**

**SHORES OF PANAMA RESORT
COMMUNITY ASSOCIATION, INC.**

Plaintiff,

**vs.
24000644CA**

CASE NO.:

**DUC TRAN; UNKNOWN SPOUSE
OF DUC TRAN; UNKNOWN TENANTS
IN POSSESSION;**

Defendants.

_____ /

SUMMARY FINAL JUDGMENT OF FORECLOSURE

This action was before the Court for hearing on April 15, 2025 on the Plaintiff's Motion For Summary Judgment (DIN: 22) filed on December 19, 2024. Before the Court were counsel for Plaintiff SHORES OF PANAMA RESORT COMMUNITY ASSOCIATION, INC. (the "Association" and/or "Plaintiff") and Plaintiff's corporate representative. No appearance was made by Defendant DUC TRAN. On the evidence properly presented and having considered the arguments of Counsel for Plaintiff, the Court finds that Plaintiff has shown that there is no genuine dispute as to any material fact and that Plaintiff is entitled to judgment as a matter of law. The reasons for granting the motion are as follow:

1. Plaintiff, a condominium association operating under Chapter 718, Florida Statutes, asserts a cause of action to foreclose its claim of lien

for unpaid assessments and, alternatively, for a money judgment for such delinquent assessments.

2. Defendant, DUC TRAN, (the "**Owner**"), is an individual and according to the Warranty Deed recorded at Official Records Book 4430, Page 1995 of the Public Records of Bay County, Florida, the fee simple record owner of the following described real properties located in Bay County, Florida, to-wit:

Condominium Unit 2028 of SHORES OF PANAMA II, A CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Records Book 2835, Page 434; and amended by Amended and Restated Declaration of Condominium of SHORES OF PANAMA II, A CONDOMINIUM recorded in Official Records Book 2993, Page 1997, of the Public Records of Bay County, Florida.

3. Defendant was served with process in these proceedings on August 23, 2024 [DIN: 18] and a default was entered against Defendant on September 17, 2024 for failure to serve any papers or otherwise timely respond to the Complaint served in this matter [DIN: 20].

4. Defendant Owner is a member of the Association and subject to and governed by the Association's Amended and Restated Declaration of Condominium of Shores of Panama II, a Condominium, recorded at Official Records Book 2993, Page 1997, et seq., of the Public Records of Bay County, Florida (the "Declaration").

5. Pursuant to §718.111(4), Fla. Stat., and Section 5 of the Association's Declaration of Condominium, the Association is empowered to

make and collect assessments for common expenses against the individual units of Shores of Panama II, a Condominium.

6. The Association has levied assessments for common expenses against Owner's condominium unit.

7. Pursuant to §718.116(5)(a), Fla. Stat. and Section 5 of the Declaration, the Association has a lien on each condominium parcel to secure the payment of assessments and other amounts.

8. Owner has failed to pay the assessments on the Unit when due and is indebted to the Association.

9. As a result of Owner's failure to pay these assessments, the Association, pursuant to §718.116 and 718.121(4), Florida Statutes, recorded a Claims of Lien against Unit that is the subject of this action.

10. No legally cognizable defenses to the claims of the Plaintiff have been asserted nor any issues created by reference or otherwise that would defeat or impede the Plaintiff's requested relief.

11. Defendant has failed to raise any issue of fact or law that would prevent the entry of a summary final judgment as to Plaintiff's claims in this cause of action.

12. In this action, Plaintiff has sought a judgment of foreclosure against Defendant for the foreclosure of the Claim of Lien recorded as to the condominium Unit that is the subject of this action and for which Plaintiff is entitled to judgment.

13. There is no genuine issue as to any material fact in the above-styled cause, and Plaintiff is entitled to a judgment as a matter of law for all relief sought in its Complaint.

14. The Court acknowledges and relies upon the following matters of law in support of this Order and Summary Judgment:

(a) A unit owner within a Condominium is subject to the Condominium Act as set forth in FLORIDA STATUTES, Chapter 718. Pursuant to FLORIDA STATUTES §718.116(1)(b)(1), a unit owner is liable for all assessments which come due while he or she is the unit owner. FLORIDA STATUTES §718.116(1)(b)(1);

(b) The governing documents of an association supplement statutory authority, allowing the assertion of liens for assessments and for collateral items such as interest, collection fees, late charges, costs and attorneys' fees. The assessments and lien authority of condominium associations is limited to money due for common expenses and for other specific expenses allowed by statute. *Elbadramany v. Oceans Seven Condominium Ass'n, Inc.*, 461 So. 2d 1001 (Fla. 5th DCA 1984); §718.115(1), FLA. STAT.;

(c) Plaintiff is entitled to reasonable attorneys' fees and costs incurred in collecting the obligation owed by Defendant as a matter of contract between them and claims for attorneys' fees and costs can be awarded by summary judgment. *Sloan v. Freedom Savings & Loan*

Association, 525 So.2d 1000 (Fla. 5th DCA 1988); *Spath v. McLaughlin*, 490 So.2d 217 (Fla. 4th DCA 1986).

Upon the foregoing IT IS ADJUDGED that:

1. Plaintiff, **SHORES OF PANAMA RESORT COMMUNITY ASSOCIATION, INC.**, whose address is 9900 South Thomas Drive, Panama City Beach, Florida 32408, is owed:

Assessments and interest:	\$58,448.83
Attorneys' fees and Costs:	\$ 4,613.52
Interest:	\$ 9,722.40

TOTAL **\$72,784.75**

and judgment is entered in favor of Plaintiff Shores of Panama Resort Community Association, Inc. and against Defendant DUC TRAN in the amount of \$72,784.75, that shall bear interest at the rate of 9.38% from this date through December 31 of this current year, and thereafter, on January 1st of each succeeding calendar year until the judgment is paid, the interest rate will adjust in accordance with section 55.03, Florida Statutes, for all of which let execution issue.

2. Plaintiff holds a lien for the total sum of this Judgment superior to all claims or estates of Defendants, on the following-described property in Bay County, Florida:

Condominium Unit 2028 of SHORES OF PANAMA II, A CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Records Book 2835, Page 434; and amended by Amended and Restated Declaration of Condominium of SHORES OF PANAMA II, A CONDOMINIUM

recorded in Official Records Book 2993, Page 1997, of the Public Records of Bay County, Florida.

3. If the total sum of \$72,784.75 with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the Clerk of this Court shall sell the property at public sale on May 30, 2025, to the highest bidder for cash, except as prescribed in paragraph 4, in accordance with section 45.031, Florida Statutes, using the following method:

By electronic sale beginning at 11:00 a.m. CST on the prescribed date at www.bay.realforeclose.com.

4. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the Certificate of Title. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the total judgment sum of \$72,784.75 with interest and costs accruing subsequent to this Judgment or such part of it as is necessary to pay the bid in full.

5. On filing the Certificate of Title the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorney's fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the

date of the sale; and by retaining any remaining amount pending the further order of this Court.

6. On filing the Certificate of Sale, Defendant(s) and all persons claiming under or against Defendant(s) since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under Chapter 718 or Chapter 720, Florida Statutes, if any. Upon the filing of the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property.

7. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A TIMELY CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

ORDERED at Panama City, Bay County, Florida, on Tuesday, April 15, 2025

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ELL Daily

Elijah Smiley, Judge
03-2024-CA-000644-CAAM 04/15/2025 01:54:30 PM

BAY COUNTY CIRCUIT JUDGE

Conformed copies furnished to:

Plaintiff's Attorney:

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Defendant:

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Neenah, WI 54956