

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

CUIDAD DE NUESTROS ANGELES I,  
LLC, a Florida limited liability company,

Plaintiff,

vs.

Case No. CACE-19-002919(02)

INVERRARY RESORT HOTEL  
CONDOMINIUM ASSOCIATION, INC.,  
an administratively dissolved Florida  
corporation; ULYSSES ASSET SUB I,  
LLC, a Delaware limited liability company,  
as successor in interest to T5 UNISON SITE  
MANAGEMENT LLC, a Delaware limited  
liability company,

Defendants.

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**ORDER GRANTING DEFENDANT ULYSSES' MOTION FOR FINAL  
SUMMARY JUDGMENT AND ENTERING FINAL JUDGMENT**

**THIS MATTER** came before the court on May 31, 2022, on the Motion for Final Summary Judgment (**Motion**) filed by Defendant Ulysses Asset Sub I, LLC, a Delaware limited liability company, as successor in interest to T5 Unison Site Management LLC. The Court, having reviewed the Motion and Plaintiff Ciudad de Nuestros Angeles I, LLC's May 11, 2022, consolidated opposition to Ulysses' Motion and cross-motion for summary judgment (**Response**), considered the arguments of counsel, and being otherwise fully advised of the premises, hereby sets forth the following background information, undisputed facts, and conclusions of law:

**BACKGROUND**

1. This matter involves certain property located in Broward County, Florida and a recorded easement granting Defendant Ulysses Asset Sub I, LLC (**Ulysses**) the right to, *inter alia*, access, maintain, and operate wireless telecommunication facilities located on the property's roof.

2. For purposes of the Motion, the primary issues are: (i) whether Plaintiff Ciudad de Nuestros Angeles I, LLC (**Cuidad**), which purchased the property in 2017, took title to the property with constructive notice of the recorded easement; and (ii) whether section 617.0304 precludes a remote purchaser, such as Ciudad, from challenging its corporate not-for-profit predecessor-in-title's power and authority to grant the easement (i.e., whether Ciudad lacks standing).

3. For the reasons herein, the Court answers both issues in the affirmative.

### UNDISPUTED FACTS

4. On August 29, 2008, a Plan of Termination was executed pursuant to Florida Statutes, section 718.117, terminating the condominium form of ownership for the property known as Inverrary Resort Hotel Condominium, located at 3501 Inverrary Boulevard, Lauderhill, Florida, 33319 (**Property**), and the plan was recorded on September 2, 2008. Motion, p. 2 at ¶ 1; Response, pp. 15–16 at ¶ 6.

5. The Plan of Termination expressly provides, at paragraph 7, that the Association, through its board of directors, would serve as Termination Trustee (**Termination Trustee**), (Motion, p. 2 at ¶ 2; Response, p. 16 at ¶ 7), with, among other things, the “powers, authority and duties contained in the Condominium by-laws and in the FL. [sic] s. 718.117(6)[.]” (Motion, Ex. 1 at ¶ 7).

6. Paragraph 8 of the Plan of Termination also provides that it “is effective as of the date of recordation in the public records of Broward County,” and that, once recorded, it would constitute “the new fee simple title” for the Property. Motion, pp. 2–3 at ¶ 3; *see* Response, p. 16 at ¶ 7. Accordingly, title to the Property vested in the Termination Trustee upon the Plan of Termination's recording. Motion, pp. 2–3 at ¶ 3; *see* Response, p. 16 at ¶ 7; *see* §§ 718.117(13),

(14), FLA. STAT. (effective July 1, 2008).

7. The Termination Trustee (the Association, through its board), executed the Plan of Termination. Motion, Ex. 1 at p. 3; *see* § 718.117(9), FLA. STAT. (effective July 1, 2008) (“The plan of termination must be a written document executed . . . by the termination trustee.”).

8. On October 30, 2008, the Termination Trustee entered into and executed a Wireless Communication Easement and Assignment Agreement with T5 Unison Site Management LLC, now known as Ulysses (**Easement**), granting easements to the rooftop of the Property for, *inter alia*, the transmission and reception of wireless communications signals, as well as rights to access, maintain, and operate towers, antennas, and related facilities. Motion, Ex. 2 at pp. 1–2, ¶ 1.

9. Through the Easement, Ulysses also was assigned certain existing site agreements with communications companies, (Motion, Ex. 2 at p. 2, ¶ 2), and the Termination Trustee warranted that it had “the right, power and authority to enter into” the Easement and “to grant the [e]asements,” and that “any consents and authorizations required in connection with the execution and delivery of [the Easement] ha[d] been obtained[,]” (Motion, Ex. 2 at p. 3, ¶ 8).

10. The Easement, specifically its signature block and acknowledgement, makes clear it was signed by the board of directors of the Association, acting as the Termination Trustee, (Motion, Ex. 2 at p. 7)—consistent with the Plan of Termination, pursuant to which title to the Property already had vested in the Termination Trustee (the Association, through its board), (Motion, pp. 2–3 at ¶ 3; *see* Response, p. 16 at ¶ 7).

11. Further, the manner in which the Easement’s signature page and signature block were set forth and executed by the Termination Trustee (the Association, through its board), mirrors the manner in which the Plan of Termination’s signature page and signature block were set forth and executed by the Termination Trustee (the Association, through its board). *Compare*

Motion, Ex. 1 at p. 3, *with* Motion, Ex. 2 at p. 7.

12. The Easement was recorded on November 24, 2008, at Official Records Book 45828, Page 443, in the Official Records of Broward County, Florida. Motion, p. 3 at ¶ 5; *see* Response, p. 18 at ¶ 11. The Property’s legal description is attached to the Easement. Motion, Ex. 2 at pp. 9–10.

13. Nearly nine years later, Cuidad purchased the Property following a bankruptcy auction, and on August 20, 2017, the Chapter 11 bankruptcy trustee for the Association executed a Trustee’s Deed, granting Cuidad the Property, subject to any easements of record. Motion, pp. 3–4 at ¶¶ 6–7; *see* Response, p. 26 at ¶ 23.

#### **PROCEDURAL BACKGROUND**

14. In 2019, Cuidad sued Ulysses and the Association, seeking declaratory relief and to quiet title as to the validity and enforceability of the Easement against Cuidad.

15. Cuidad alleges (i) that it was unaware, and lacked notice, of the Easement when it purchased the Property (because, it alleges, the Easement was improperly indexed in the grantor/grantee index against “T” for “Termination Trustee” rather than against the name “Inverrary” (i.e., the Association)) (*e.g.*, 2019-11-07 Cuidad’s Amended Complaint (AC), ¶¶ 19–20, 32(c), 47(d)), (ii) that an improper and non-party within the chain of title to the Property, with no right to convey an interest in it, signed the Easement (*e.g.*, AC, ¶¶ 22, 32(b), 47(c)), and (iii) that the Association exceeded its authority under the Plan of Termination by agreeing to the Easement (*e.g.*, AC, ¶¶ 14, 17, 32(a), 47(a)).

16. Ulysses disagrees with Cuidad’s substantive allegations and asserts defenses, as well as a counterclaim seeking a declaration that the Easement is valid and enforceable.

17. Ulysses argues (i) that the Easement was properly recorded in the Official Records

of Broward County, Florida and, in turn, imparted constructive notice of its existence to all persons, including subsequent purchasers like Cuidad, pursuant to sections 695.11 and 695.01, Florida Statutes, (ii) that the Easement was properly granted and executed by the Termination Trustee (the Association, through its board), in whom title was vested at that time, and (iii) that Cuidad's claim that the Association lacked the authority to grant the Easement is precluded by section 617.0304, Florida Statutes, as Cuidad lacks standing to challenge whether the Association had the power or authority grant the Easement.

18. On February 16, 2022, Ulysses filed its Motion for Final Summary Judgment (**Motion**) directed at both Counts of Cuidad's Amended Complaint, Ulysses' seventh defense, and Ulysses' Counterclaim for declaratory judgment, arguing that Cuidad had constructive notice of the Easement and lacked standing to challenge the Association's authority to grant it.

19. On May 11, 2022, Cuidad filed a "Consolidated: A) Response in Opposition to [Ulysses' Motion], and B) Cross-Motion for Summary Judgment" (**Response**).

### CONCLUSIONS OF LAW

#### Florida Law on Constructive Notice

1. Florida Statutes, section 695.01 provides that "[n]o conveyance, transfer, or mortgage of real property, or of any interest therein, . . . shall be good and effectual in law or equity against . . . subsequent purchasers for a valuable consideration and without notice, unless the same be recorded according to law." § 695.01(1), FLA. STAT. (2008). In other words, Florida's notice recording statute provides that an interest in real property may be perfected by recording it, as the act of recording the instrument conveying the interest imparts constructive notice to others of that interest.

2. To qualify as a bona fide purchaser and prevail under section 695.01, Cuidad must have been *without notice* of Ulysses' Easement when it purchased the Property. *Mayfield v. First*

*City Bank of Fla.*, 95 So. 3d 398, 401 (Fla. 1st DCA 2012) (“In order prevail under section 695.01,” the “purchaser must be without notice[.]”); *see Harkless v. Laubhan*, 278 So. 3d 728, 733 (Fla. 2d DCA 2019).

3. Constructive notice, the form of notice at issue in the Motion, “means knowledge that is inferred by operation of law, as under a recording statute.” *2000 Presidential Way, LLC v. Bank of New York Mellon*, 326 So. 3d 64, 68 (Fla. 4th DCA 2021) (internal citation and quotations omitted); *B.A. Mortg. LLC v. Baigorria*, 300 So. 3d 198, 200 (Fla. 4th DCA 2020); *Sapp v. Warner*, 141 So. 124, 127 (Fla. 1932).

4. Florida Statutes, section 695.11 provides that:

***All instruments which are authorized or required to be recorded*** in the office of the clerk of the circuit court of any county in the State of Florida, and which are to be recorded in the “Official Records” as provided for under § 28.222, and which are filed for recording on or after the effective date of this act, ***shall be deemed to have been officially accepted by the said officer, and officially recorded, at the time she or he affixed thereon the consecutive official register numbers required under § 28.222, and at such time shall be notice to all persons.*** The sequence of such official numbers shall determine the priority of recordation. . . .

§ 695.11, FLA. STAT. (2008) (emphasis added).

5. Accordingly, once an instrument is recorded under section 695.11—i.e., once the official register numbers are affixed on that document—“all persons,” including subsequent purchasers, are on constructive notice of the instrument’s existence as a matter of law. *See* § 695.11, FLA. STAT.; *see, e.g., Mayfield*, 95 So. 3d at 402 (explaining that Florida courts have continually found that “constructive notice attaches upon compliance with” section 695.11); *Orix Fin. Servs. Inc. v. MacLeod*, 977 So. 2d 658, 658 (Fla. 1st DCA 2008) (“[Section 695.11] provides that official recordation occurs at such time as the office of the clerk of the circuit court affixes to an instrument the official register numbers required by law and at such time shall be notice to all persons.” (Internal citation and quotations omitted)).

6. This is so, *even if* it is improperly indexed in the Official Records, as Cuidad claims the Easement was. Nothing in section 695.11 conditions the effective recording of an instrument on it being properly indexed. And consistent with that statute’s plain language, Florida courts—including the Fourth District Court of Appeal—have explained that “[i]ndexing [i]s not an essential element of recording.” *2000 Presidential Way, LLC*, 326 So. 3d at 69–70 (quoting *Mayfield*, 95 So. 3d at 402); see *Argent Mortg. Co., LLC v. Wachovia Bank, N.A.*, 52 So. 3d 796, 800–01 (Fla. 5th DCA 2010) (explaining that “[s]ection 695.11 also applies to indexing errors”); *Anderson v. N. Fla. Prod. Credit Ass’n*, 642 So. 2d 88, 89 (Fla. 1st DCA 1994) (rejecting argument “that proper indexing is an indispensable element of recordation”); *Mayfield*, 95 So. 3d at 402–03 (holding that “constructive notice attached at the time [the instruments] were recorded” in accordance with section 695.11, despite subsequent error by clerk eradicating the instruments from the Official Records 73 minutes after recording, and rejecting argument that the instruments “had to remain in the [O]fficial [R]ecords to impart constructive notice”).

**The Easement Was Properly Recorded Under Florida Law and,  
Therefore, Provided Cuidad with Constructive Notice of It**

7. Here, the Easement was recorded in accordance with section 695.11 on November 24, 2008, in Broward County’s Official Records, when the Broward County Clerk’s office undisputedly affixed consecutive official register numbers on the Easement; “nothing more was required” for the Easement to be deemed recorded under section 695.11. *2000 Presidential Way, LLC*, 326 So. 3d at 69. On that date, the Easement was “recorded according to law.” § 695.01, FLA. STAT. “[A]nd at such time,” according to section 695.11, the Easement provided constructive “notice to all persons” of its existence, including subsequent purchasers of the Property, like Cuidad.

8. Cuidad’s argument that the Easement should have identified the grantor as “The

Inverrary Resort Hotel Condominium Association, Inc., by and through its board of directors, acting as termination trustee,” (AC, ¶¶ 23, 32(b), 47(c)), and that, because it did not, the Easement was improperly indexed in the grantor/grantee index against “T” (for Termination Trustee), instead of against “I” (for Inverrary, i.e., the Association), (AC, ¶¶ 32(b)–(c), 47 (c)–(d)), and, in turn, did not provide constructive notice of the Easement’s existence to Cuidad, lacks merit.

9. First, no authority, in section 718.117 or otherwise, *requires* that the Easement identify the grantor in the manner Cuidad alleges, nor does it specify that the indexing of the Easement in the grantor/grantee index under “T” (for Termination Trustee) is improper.

10. Second, the name against which the Easement was indexed does not change the fact that the Easement was (and is) duly recorded under Florida law the moment the Clerk affixed the official register numbers on it and had the legal description to the Property attached to it. “To the extent that an instrument bears an official register number[,]” as the Easement does, “but has been indexed incorrectly[,]” as Cuidad pled, “it is nevertheless deemed to be recorded.” *Argent Mortg. Co.*, 52 So. 3d at 800–01. And upon recording, the Easement “provided constructive notice to the public,” including Cuidad, “regardless of any alleged improper indexing.” *2000 Presidential Way, LLC*, 326 So. 3d at 69–70.

11. Cuidad’s contention that Easement was ineffective or did not impart constructive notice because it did not identify or was not signed by the grantor in title to the Property also is wrong as a matter of law.

12. It is undisputed that the Plan of Termination names the Association, through its board, as Termination Trustee. It also is undisputed that title to the Property vested in the Termination Trustee (the Association, through its board) upon recording of the Plan of Termination. And it is equally beyond dispute that the Termination Trustee (the Association,



through its board)—the party holding title to the Property—executed the Easement as grantor.

13. Any contention to the contrary fails, as it cannot be squared with the Easement itself—specifically (i) the Easement’s signature page (which is substantively identical to the signature page of the Plan of Termination, signed by the Termination Trustee (the Association, through its board)), and (ii) the Easement’s acknowledgment section on the signature page (which makes clear who is executing the Easement and in what capacity (board of directors of the Association, acting as Termination Trustee)). The directors who executed the Easement were not “strangers” to title of the Property as Cuidad suggests. This is not the situation of which Cuidad warns where “Donald Duck” executed an instrument conveying property in which it had no interest and managed to get it recorded. *See* Hearing Transcript, 41:17-22. Rather, the only individuals who could execute that instrument and grant such an interest—the board of directors of the Association, acting as Termination Trustee (in whom title to the Property was vested)—did, in fact, execute the Easement in that very capacity.

14. For these reasons, Cuidad had constructive notice of the Easement’s existence as a matter of law.

**Florida Law Precludes Cuidad’s Challenge to the Easement on Grounds that the  
Association Lacked the Power or Authority to Convey It**

15. Florida Statutes, chapter 617 applies to not-for-profit corporations, such as the Association. *See generally Fox v. Prof’l Wrecker Operators of Fla., Inc.*, 801 So. 2d 175, 179 (Fla. 5th DCA 2001). Section 617.0304(1) provides that “[e]xcept as provided in subsection (2), the validity of corporate action, including, but not limited to, any conveyance, transfer, or encumbrance of real or personal property to or by a corporation, may not be challenged on the ground that the corporation lacks or lacked power to act.”

16. “In other words,” unless one of the exceptions for authorized actions set forth in

that statute apply, *see* § 617.0304(2), FLA. STAT., “a corporation cannot defend against a transaction it willingly entered into with a third party by claiming its act was without lawful authority,” *Cambridge Credit Counseling Corp. v. 7100 Fairway, LLC*, 993 So. 2d 86, 89 (Fla. 4th DCA 2008).

17. Courts, relying on the substantively identical section 607.0304 (applicable to Florida for-profit corporations), have likewise rejected others’ attempts to invalidate a corporation’s agreement with a separate party on grounds that the corporation’s conduct in entering into the agreement was *ultra vires*. *See, e.g., In re Trailer Park Acquisition, LLC*, 2012 WL 3039216, at \*3–4 (Bankr. S.D. Fla. July 25, 2012); *see also Starke v. Joda, L.L.C.*, 2005 WL 1983835, at \*4 n.7 (E.D. Mo. Aug. 17, 2005) (applying Florida law).

18. Similarly, here, the Court rejects Cuidad’s attempts to challenge the Association’s power and authority to convey the Easement, as impermissible under section 617.0304, Florida Statutes.

19. Cuidad, a remote purchaser of the Property having no apparent relationship to the Association or any member (i.e., unit owner), asks the Court to invalidate and nullify a recorded agreement—the Easement—which the Association entered into and lived with, and which was in place for over a decade prior to Cuidad’s lawsuit, on grounds that the Association lacked the power and authority to convey the Easement. *See* AC, ¶¶ 14, 17, 32(a), 47(a). Cuidad focuses on the Plan of Termination, which, by its express terms, necessitates a review of, among other things, the by-laws (and, by extension) the Association’s powers, authority, and duties prescribed thereunder, in order to analyze the authority issue.

20. Simply put, section 617.0304(1) applies to these types of challenges to a corporation’s power and authority to act. Cuidad does not (and could not) allege or argue, much

less demonstrate, that its lawsuit fits within any of the exceptions under section 617.0304(2)—because it does not.

21. Cuidad's two points in opposition to Ulysses' standing argument and section 617.0304's application are unpersuasive. *See* Response, pp. 10–11. First, Cuidad's contention that Ulysses did not assert or plead the defense because Ulysses' defense references section ~~60~~7.0304 (applicable to for-profit corporations), instead of ~~6~~17.0304 (applicable to not-for-profit corporations), puts form over substance. The operative language of these two statutes is substantively identical. Ulysses' seventh defense quotes that identical language as its basis. Thus, Ulysses' defense sufficiently and reasonably informed Cuidad of what Ulysses was asserting and proposed to prove, and allowed Cuidad a fair opportunity to meet it and prepare its arguments and evidence in opposition to the defense. Any suggestion otherwise lacks merit.

22. Second, Cuidad's argument that section 617.0304 does not apply because Florida Statutes, chapter 718 controls over any inconsistent provision in chapter 617 also fails. Cuidad has not pointed to any inconsistency or conflict between chapter 718 and chapter 617, more specifically section 617.0304. Indeed, there is none.

23. Section 617.0304 concerns who may challenge the power and authority of the corporation's actions and how (i.e., in what types of proceedings) such challenges may be raised. Chapter 718 is not in conflict or inconsistent with section 617.0304's language. Cuidad does not point the Court to any section or language in chapter 718, providing that challenges to an association's power and authority to take certain actions, e.g., to convey property, may in fact be challenged by any person, or by subsequent purchasers, or in proceedings other than those set forth in section 617.0304.

24. For these reasons, and as a matter of law, Cuidad lacks standing or is otherwise

precluded by section 617.0304 from challenging the conveyance of the Easement on grounds that the Association lacked the power and authority to grant it.

25. Even if the Court were to consider Cuidad's lack of authority argument at this stage, as Cuidad requests, Cuidad's claim that the Association, through its board, lacked authority to grant the Easement is without merit.

26. The Plan of Termination expressly provides the Termination Trustee (the Association, through its board), with, *inter alia*, the powers and authority contained in the by-laws,<sup>1</sup> which, in turn, provide the Association's board (and, by extension, the Termination Trustee) with, among other things, powers specifically set forth in the Declaration of Condominium, the Association's Articles of Incorporation, the By-Laws, and in the Condominium Act to the extent not otherwise prohibited. RFJN, Ex. A (Part 3 of 3), By-Laws at Art. Five, § 16 (O.R. Book 21610, Page 1003). Section 718.111(10) of the Condominium Act provided that, unless prohibited by the declaration, the Association's board had authority to grant easements on the common elements, including the Property's rooftop, (*see* Response, p. 14 at ¶ 3 (stating that rooftop at issue "was among the common elements of the Condo property")), which (according to Cuidad) the Association already had leased out to companies for telecommunications purposes years before granting the Easement, (*see* Response, p. 14, at ¶ 4, n.3).

27. Cuidad's argument at the Hearing that the Easement was nevertheless unauthorized because it was an impermissible commercial use is without merit. Even ignoring

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<sup>1</sup> The Association's By-Laws are attached to the recorded Declaration of Condominium, which Cuidad submitted in connection with its Response and requested the Court take judicial notice of. 2022-05-11 Cuidad's Req. for Judicial Notice, Filing # 149424924 (RFJN), ¶ 1(a) (requesting judicial notice of Declaration of Condominium, recorded on January 6, 1994, at O.R. Book 21610, Page 923, and attaching Declaration as Exhibit A thereto).

the fact that commercial use that Cuidad claims was unauthorized was, as Cuidad itself notes, presumably consented to and already occurring on the rooftop, (Response, p. 14 at ¶ 4, n.3), section 4.05 of the Declaration of Condominium precludes commercial use of a portion of the common elements only “by the Association, a Unit Owner or a licensee or designee of the Association[.]” (RFJN, Ex. A (Part 1 of 3), Declaration of Condominium at Art. IV, § 4.05 (O.R. Book 21610, Page 927)). Ulysses is none of those.

28. Accordingly, documents Cuidad submitted in its Response reflect that the Association, through its board (the Termination Trustee), had authority to grant the Easement.

#### **Cuidad’s Claims – Conclusion**

29. For the reasons stated above, Cuidad’s affirmative claims, seeking to declare the Easement unenforceable and void and to quiet title to the Property on grounds of lack of constructive notice and lack of authority, fail as a matter of law. Therefore, Ulysses is entitled to summary judgment on Counts I and II of Cuidad’s operative, amended complaint and on Ulysses’ seventh defense.

#### **Ulysses’ Counterclaim for Declaratory Relief**

30. Ulysses also is entitled to summary judgment on its counterclaim, seeking a declaration that (i) the Easement was properly executed, (ii) the Termination Trustee had the right to grant the Easement, (iii) the Easement was officially recorded and constituted notice to all persons upon being officially recorded, (iv) Cuidad was on notice of the Easement at the time it was conveyed the Property, (v) Cuidad’s interest in the Property is subject to the Easement, (vi) the Easement is therefore valid and enforceable as against Cuidad, and (vii) for such other relief as may be appropriate, for the reasons articulated above.

31. Cuidad failed to submit sufficient evidence to support and prove its defenses. In

any event, Cuidad's defenses are based on arguments that the Court has rejected above, and, therefore, the Court finds each of Cuidad's defenses fail for the reasons already stated herein.

32. With all of the claims and defenses adjudicated or otherwise disposed of, there is no further judicial labor for the Court in this matter, and, accordingly, the Court hereby enters final judgment as follows:

**WHEREFORE**, it is **ORDERED, ADJUDGED, and DECREED** that:

1. Ulysses' Motion for Final Summary Judgment is hereby **GRANTED**.
2. By virtue of the Court's ruling on Ulysses' Motion for Final Summary Judgment, Cuidad's Consolidated: A) Response in Opposition to Defendant Ulysses Asset Sub, I, LLC's Motion for Summary Final Judgment, and B) Cross-Motion for Summary Judgment is hereby moot, and therefore, **DENIED**.
3. Accordingly, the Court hereby **DECLARES** as follows:
  - a. That the Easement was properly executed by the Termination Trustee (the Association, through its board), which had the right to grant the Easement;
  - b. That Cuidad has failed to submit evidence sufficient to show that the Termination Trustee was not duly authorized to grant and convey the Easement;
  - c. That Cuidad lacks standing to dispute, or is otherwise precluded from challenging, the Association's power or authority to enter into the Easement pursuant to Florida Statutes, section 617.0304;
  - d. That the Easement was duly recorded according to Florida law on November 24, 2008;
  - e. That at the time the Easement was recorded in the Official Records of Broward County, Florida it constituted constructive notice to all persons, including Cuidad;

f. That Cuidad was on constructive notice of the Easement at the time it acquired the Property; and

g. That Cuidad's interest in the Property is therefore subject to the Easement, and the Easement is therefore valid and enforceable against Cuidad.

4. Full and final judgment is hereby **ENTERED** in favor of Ulysses and against Cuidad, and Cuidad shall take nothing in this action and Ulysses shall go henceforth without day. The court reserves jurisdiction to award taxable costs in favor of the Defendant Ulysses.

**DONE AND ORDERED** at Ft. Lauderdale, Broward County, Florida on this \_\_\_\_\_ day of June, 2022.

JOHN B. BOWMAN

JUL 08 2022

\_\_\_\_\_  
Judge John H. Bowman  
Circuit Court Judge

ATRUE COPY

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