

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2023-016774-CA-01

SECTION: CA43

JUDGE: Thomas J. Rebull

Angelica Avila et al

Plaintiff(s)

vs.

Biscayne 21 Condominium, Inc. et al

Defendant(s)

ORDER ON PLAINTIFFS' OMNIBUS MOTION FOR RELIEF

This action came before the Court on December 10, 2025, on Plaintiffs' ANGELICA AVILA, NICOLAS BELLO, MARIA BEATRIZ GUTIERREZ, ROBERT H. MURPHY, JEFFREY ULMAN and SHARI ULMAN, LAZARO FRAGA and JACQUELINE S. FRAGA, and GEORGE GARCIA (collectively "Plaintiffs") Omnibus Motion for Relief Following Opinion and Mandate Issued By The Third District Court of Appeal and the Supreme Court of Florida's Declination to Accept Jurisdiction of the Matter and Denial of Defendants' Petition for Review ("Omnibus Motion") (D.E. 199), and the Court having reviewed the Omnibus Motion, Plaintiff Franah Marino's Notice of Joinder (D.E. 202), Defendants' Response (D.E. 206), Plaintiffs' Reply (D.E. 208), and the Third District Court of Appeal's Opinion dated July 10, 2025, and having heard argument of counsel, it is hereby **ORDERED** and **ADJUDGED** as follows:

1. The August 29, 2023, Order Denying Plaintiffs' Motion for Temporary Injunction (D.E. 79) is hereby vacated.
2. In accordance with the Third District Court of Appeal's Opinion dated July 10, 2025, and later Mandate, an injunction is hereby entered in Plaintiffs' favor:
 - a. enjoining Defendants from terminating the Condominium unless done in compliance

- with the Declaration of Condominium recorded in Official Record Book 8853, Page 528 of the public records of Dade County, Florida (the “Declaration”) and/or the 1974 Condominium Act, without prejudice to any potential challenge by Plaintiffs;
- b. enjoining Defendants from divesting Plaintiffs’ title or taking any action based on a claim that title has been divested to their Condominium units under the Plan of Termination and/or Trustees’ Deed;
 - c. compelling TRD Biscayne, LLC and/or the Association, as may be applicable, to take all steps to reinstate proper governance of the Association, which shall commence within thirty (30) days and comply with all applicable notice periods contained in the Declaration and/or Act, or the Association must file a report within 30 days from rendition of this Order detailing the reasons and obstacles to such reinstatement.
 - d. enjoining Defendants from seeking any zoning approval or demolition permit concerning the Condominium, or acting under any already granted;
 - e. enjoining Defendants from stopping any existing provision of utilities, services, and amenities to the Condominium and Plaintiffs’ units; and, as set forth below, cause the Association to comply with the requirements of the Declaration to repair and maintain the Condominium and common elements.
 - f. compelling Defendants to restore the Condominium and Plaintiffs’ units to the condition they were in at the time the Complaint was filed in May 2023 at Defendants’ expense without any assessments to Plaintiffs or contributions from Plaintiffs for damage caused by Defendants’ negligence, omissions, or overt acts and, to the extent required, obtain any and all permits required for Plaintiffs to be permitted to legally reoccupy their units;
 - g. Except as set forth in the above paragraph f., in accordance with Article VI(G)(1), the Association “shall maintain and repair and replace at the Association’s expense: (a) all portions of any Unit, except interior wall surfaces not contributing to the support of the

building, which portions shall include but not be limited to the roof, outside walls of the Condominium interior boundary walls of Units, and load-bearing columns; (b) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility service which are contained in the portion of the Unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium, other than the Unit within which contained; (c) all incidental damages caused to the Unit by maintenance and repair, described in paragraphs (a) and (b) above shall be promptly repaired by and at the expense of the Association.” Reference to this particular provision shall not limit the applicability of any other right or obligation of the Association or Unit Owners as set forth in the Declaration.

3. The Defendants and the Association shall commence such efforts forthwith and in any event must at a minimum hold the Association’s annual meeting of members and, at such, provide a report to the members as to any engineering and professional assessments of the Condominium building within the next forty-five (45) days and proceed thereafter with due diligence in accordance with their obligations under the Declaration and business judgment. The Association shall provide a report to the Court every forty-five (45) days after rendition of this Order as to the status of the Condominium and common elements.
4. Further, the portion of the November 28, 2023 Order on Parties’ Motions and Cross-Motions for Partial Summary Judgment that “GRANT[ed] Defendants’ Cross-Motion that the Declaration was properly amended to include ‘*Kaufman* language’ and that the 2022 Florida Condominium Act therefore allowed for termination pursuant to the recorded Plan of Termination” (D.E. 104, ¶¶3, 16-33) is hereby vacated.
5. In accordance with the Third District Court of Appeal’s Opinion dated July 10, 2025, and later Mandate, and the agreement of the Parties, partial summary judgment is entered in Plaintiffs’ favor as follows:
 - a. The Termination Amendment recorded on August 4, 2022, in Official Records Book

- 33322, Page 280, of the Public Records of Miami-Dade County, Florida was improper and is hereby declared invalid and shall have no further force or effect;
- b. The Kaufman Amendment recorded on August 25, 2022, in Official Records Book 33355, Page 147, of the Public Records of Miami-Dade County, Florida was improper and is hereby declared invalid and shall have no further force or effect;
- c. The Plan of Termination of the Condominium recorded on November 29, 2022, in Official Records Book 33480, Page 4758, Public Records of Miami-Dade County, Florida is declared invalid and shall have no further force or effect; and
- d. The Trustee's Deed recorded on December 9, 2022, in Official Records Book 33497, Page 1283, Public Records of Miami-Dade County, Florida is void and rescinded and shall have no further force or effect.
6. Title in Plaintiffs' units remains with and inures to Plaintiffs under the deeds vesting title that existed before the Trustee's Deed.
7. Ownership of the Common Elements shall be as set forth in the Declaration.
8. Defendants shall promptly provide a copy of this Order and any additional documents that the Miami-Dade Property Appraiser's office may request to enable it to reinstate the recognition of the condominium form of ownership and the Plaintiff's individual folios for their respective units.
9. The Court reserves jurisdiction as to fees and costs upon proper motion and to enforce this order.[\[1\]](#)

[\[1\]](#) Before rendering this order, the Court reviewed each side's competing proposed orders, along with the strikeout and underline document comparison. This revised order represents the Court's independent decision. Regarding proposed orders, *see generally Univ. of Miami v. Jones*, 390 So. 3d 213, 214 (Fla. 3d DCA 2024); *Tercier v. Univ. of Miami, Inc.*, 383 So. 3d 847, 854 (Fla. 3d DCA 2023); *Shure v. Am. Ass'n of Orthopaedic Surgeons*, 394 So. 3d 75, 76–77 (Fla. 6th DCA 2024); *Kendall Healthcare Group, Ltd. v. Madrigal*, 271 So. 3d 1120, 1122 (Fla. 3d DCA 2019).

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 12th day of January, 2026.


2023-016774-CA-01 01-12-2026 8:21 AM

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Hon. Thomas J. Rebull

CIRCUIT COURT JUDGE

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

Electronically Served:

- Glen H. Waldman: miamiefiling@atllp.com
- Glen H. Waldman: gwaldman@atllp.com
- Glen H. Waldman: mvangils@atllp.com
- Jeffrey R. Lam: jlam@atllp.com
- Jeffrey R. Lam: miamiefiling@atllp.com
- Yvette Bobillo: YAlvarezBobillo@Atllp.com
- Jeffrey C Schneider: jcs@LKLSG.com
- Jeffrey C Schneider: ph@lklsg.com
- Jeffrey R Lam: miamiefiling@atllp.com
- Jeffrey R Lam: jlam@atllp.com
- Jeffrey R Lam: mvangils@atllp.com
- Marlon Weiss: miamiefiling@atllp.com
- Marlon Weiss: mweiss@atllp.com
- Marlon Weiss: mvangils@atllp.com
- Robert M. Stein: servicerobertstein@rvmrlaw.com
- Robert M. Stein: servicedanielmaland@rvmrlaw.com
- Ryan Stanley Kelly II: Ryan@WymanLegalSolutions.com
- Scott Mager: Service@mpjustice.com
- Scott Mager: Scott@MPJustice.com
- Scott Mager: Randi@MPJustice.com
- Stefanie S Copelow: stefanie.copelow@csklegal.com
- Stefanie S Copelow: denise.parisi@csklegal.com
- Susan E. Raffanello: sraffanello@coffeyburlington.com
- Susan E. Raffanello: lmaltz@coffeyburlington.com
- Susan E. Raffanello: service@coffeyburlington.com