

24-5627

UNITED STATES SUPREME COURT

ORIGINAL

ON PETITION FOR A WRIT OF CERTIORARI  
TO THE UNITED STATES COURT OF APPEALS ELEVENTH CIRCUIT

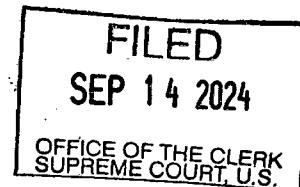
AVA ELECTRIS CANNIE,

Petitioner-Debtor,

versus

JGCC PROPERTY OWNERS' ASSOCIATION, INC

Respondent -Creditor



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US Court of Appeals Eleventh Circuit -23-11705

US Middle District Court of Florida Jacksonville 3:22-cv-1022

US Bankruptcy Court Middle District Jacksonville 3:10-bk-07291

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US Court of Appeals Eleventh Circuit AFFIRMED May 30, 2024

Rehear 11<sup>th</sup> US Circuit Court of Appeals DENIED June 25, 2024

Mandate of Final Judgment July 3, 2024, by 3 panel of judges:

Judge Newsom, Judge Branch & Judge Anderson per 28 US Code 2101c

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## QUESTIONS PRESENTED

1. Public Interest. Should a Homeowners Association- Property Owners Association be regulated quarterly by the State Government like a Condo Owners Association is in Florida? HOAs and POAs need to insure proper maintenance of the Association property and the expense, abide by the Constitution both US and Florida which prohibits contract interference of the governing documents with new laws, whereby they cannot try to enforce new laws that are not applicable, protect private resident's property within compliance of the rules, prevent burglary and trespass, issue proper billing invoices for amounts due on time to each resident every quarter, and avoid excessive billing amounts, staff proper security, and respect residents and don't abuse them with unreasonable fees billed to them; and avoidance of abuse by board members who don't know the laws and act prejudice against some residents, or in their own benefit, which is unfair and a conflict. HOA's are run by retired residents who are not professional, rarely have CEO experience, and therefore do not act professionally, causing too many problems for homeowners. Because of the constant abuse toward residents, the HOAs need to be regulated by Neutral State Officials at least quarterly.
2. Conflict between Courts. The US Court of Appeals 11<sup>th</sup> Circuit has entered a decision in conflict with all other decisions of other United Stated Court of Appeals on the same important matter, causing conflict. Because I am not a lawyer? Or because the 11<sup>th</sup> Circuit picked the new Judge Burgess for the Trial court and does not want to overrule him. Should the Court of Appeals 11<sup>th</sup> Circuit adhere to the final order of the Confirmation Order of my chapter 13 case 3:10-bk-07291 or stray from the rule and follow the preconfirmation order and the proposed plan ignoring the Confirmation Order when the Confirmation Order changed both the proposed plan and the preconfirmation Order and stated that this ruling in the Confirmation Order now supersedes anything else stated differently in the Confirmed Plan. The issue is the power of the Confirmation Order of a Chapter 13 case with extra terms and conditions in the Order which adds to the proposed plan more duties and conditions that must be followed. The Confirmation Order combined with the proposed plan, together make up the FINAL PLAN of the case that all parties in the case must abide by, not just those in the plan, but those outside the plan too.

## **RELATED CASES**

### **Federal-Directly**

23-11705 US Court of Appeal 11<sup>th</sup> Circuit Affirmed Below  
May 30, 2024 (Do Not Publish)

Denied Rehear June 25, 2024

3:22-cv-1022 US District Court Middle District Fl Affirmed  
below April 21, 2023

Denied Rehear May 2, 2023

3:10-bk-07291 US Bankruptcy Court Middle District Jax  
FL Denied Sanctions August 9, 2022

Denied Rehear September 2, 2022

Confirmation Order 3:10-bk-07291 with attached proposed  
plan Dec 19, 2012 “both” collectively are the final plan  
applying to all parties in the case.

## **LIST OF PARTIES**

JGCC Property Owners Association, Inc

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23-11705 US Court of Appeal 11<sup>th</sup> Circuit Affirmed Below  
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Denied Rehear September 2, 2022

Confirmation Order 3:10-bk-07291 with attached proposed  
plan Dec 19, 2012 “both” collectively are the final plan  
applying to all parties in the case. Completion Discharge  
June 25, 2015

**Jurisdiction** 28 US Code 1254(1) and Per the Supreme  
Court Rules, Rule 10 holds the Writ of Certiorari is the  
proper pleading to file for review of a lower Order ruled  
against you. The Supreme Court ‘s acceptance of the case  
is by Judicial discretion.

### **Constitution Violations**

Constitutional Provisions involve the US and Florida  
Constitution Art. 1 section 10 that holds it is prohibited to  
have any new laws of congress interfere with a pre-existing  
contract that the parties rely on. JGCC HOA pushed in  
with the new laws of FS 720 (2007) that violated the  
existing terms of the governing documents from (1988)  
.....pg 8, 9,10

### **Bankruptcy Rules Violation**

11 US Code 1327 holds that proposed plan, and the  
Confirmation Order collectively make up the “Final

Confirmation Plan." The Confirmation Order often adds extra terms to the Confirmation Order as part of the plan so that the court will approve the plan which is a combination of the proposed plan and the Confirmation Order collectively. The Confirmation Order applies to all those in the case whether in the plan or not per 11 USC 1327.....pg. 10,12,14, and 15

11 US code 1328 is the clerks generic discharge Order when the plan and case are completed.....pg. 10

Florida Constitution Art 1 Sec 10..... pg. 8,9,10

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**EXTRA New Laws recently passed for HOA in Florida, but HOA needs to be Governed by the State, too much abuse and negligence by board members of HOA.**

HB 1203..... Governor DeSantis just signed into effect that HOA's cannot fine over \$100 per offense and collectively not over \$1000 and they cannot file a lien if the fines total less than \$1000. HB 1203, Effective July 1, 2024,

HB 1021 Plus the new required education of all board members within 90 days.

HB 59 amended Section 720.303, Florida Statutes, to provide new requirements for HOAs to provide copies of the HOA's declaration of covenants and rules to each member of the HOA. Effective July 1, 2024,

HB 437.....Homeowners now have broader rights to make use of their property, including storing a boat or installing artificial turf, so long as it is not visible from the frontage or an adjacent parcel. HB 437 has the potential to impose substantial limitations on a

homeowners' association's ability to restrict property owner's usage of their property

HB 919.....On October 1, 2023, House Bill 919, also known as the "Homeowners' Association Bill of Rights" took effect. This comprehensive bill provides several crucial changes related to the removal of homeowners' association ("HOA") officers and directors, fines, and suspensions for violations of the declarations, bylaws, or rules of the HOA, as well as new requirements for the comingling of funds, official records requirements, and board meeting notices.

"Homeowner's Association Act" (the "Act") BILL: CS/CS/SB 1114. Provide that an officer or director must be removed from office, and their access to official records denied, if charged with the crimes of forgery of a ballot envelope or voting certificate used in a homeowners' association election, theft or embezzlement of association funds, destruction of or refusing to allow inspection of association records, if such records are accessible by association members, in furtherance of any crime; or obstruction of justice; **Unlike condominium associations, homeowners' associations are not regulated by a state agency.** Officers or directors: may not Breach or fail to perform his or her duties as an officer or director; Breach or fail to perform his or her duties, and breach duties to constituents. Be guilty of a criminal violation unless he or she had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful. May not benefit from a transaction from which he or she derived an improper personal benefit, directly or indirectly; be guilty of recklessness or an act or omission committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Officers and directors of a homeowners' association have a fiduciary relationship with the unit owners and may be sanctioned for breach of their fiduciary duty. Avoid conflict of interest

Senate Bill 56. According to the Florida Senate, Senate Bill 56 may have a nominal negative financial impact on associations due to the increased time and effort that will go into collecting on late assessments.

## CASE LAW AUTHORITIES AND CITATIONS

- Confirmation Order violations

In re City of Detroit Michigan 652 B.R. 81 (2023) .....pg13

In re Congoleum Corporation, 636 B.R. 362 (2022) ....pg. 13

In re Castle Home Builders, Inc., 520 B.R. 98 (2014) ...pg14

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In re Clement, 644 B.R. 917 (2022) Per the Governing Documents the Association first had to record a claim of lien in public record to be in effect. New laws of the Homeowners Association 720 interfered with the pre-existing HOA contract Governing Documents and the new laws are therefore not enforceable on residents.....pg 8,9

In re Jimenez 472 BR 106 (2012) Per the Governing Documents the association first had to record a claim of lien in public record to be in effect and to have priority...pg8

- Lien Violation

Dwork v. Executive Estates of Boynton Beach Homeowners 219 So.3d 858 (2017) held that association's failure to strictly comply with statute governing imposition of fines upon members precluded it from enforcing its **lien** against or recovering damages from homeowner.....pg9

## STATEMENT OF THE CASE

THE JGCC PROPERTY OWNERS' ASSOCIATION (Jacksonville Golf & Country Club) Property Owners Association board is abusive, negligent, and not educated on the laws of the state and the JGCC Governing Documents of JGCC.

I bought exterior lights in 2008 and when I invoiced them later in 2012 cause they asked for deferred billing they never paid me back \$9000 in 2012 which is a breach of the Governing Documents Declaration of Assessment Covenants for JGCC Property Rights and Duties of Association Article 3 Section 3 maintenance of common area including exterior lights, duty of association.

When my house was burglarized in 2010, they never paid me back through the insurance they had and would not take the blame of negligence for failure to train the security at the gate of the JGCC rules. The security let in a moving truck without an appointment, on a non-commercial day, Sunday, without my permission. 3 violations.

When I went into Chapter 13 Aug 2010 when house was burglarized due to JGCC's negligence, they tried to bill me \$40,000 for attorney fees during the bk proceeding and they lied and said they were a secured claim, and allowed to get paid for their attorney fees per 506 even though they never filed a claim of lien for assessments due, in Public Record in Duval as required by our Governing Documents Declaration of Assessment Covenants Article 4 Section 11, prior to the Petition of Bankruptcy in Aug 2010. In re Clement, 644 B.R. 917 (2022) Per the Governing Documents the Association first had to record a claim of lien in Public Record to be in effect. In re Jimenez 472 BR 106 (2012) Per the Governing Documents the association first had to record a claim of lien in Public Record to be in effect and to have priority. New laws for the HOA Fs 720 cannot interfere with an existing contract of the HOA Governing Documents. JGCC HOA failed to file a claim of

Lien in Public Record in 2010 and in error filed a secured claim when they were not. Unsecured claims are not allowed to ask for reimbursement of attorney fees.

The trustee stated in the “proposed plan” Nov 2012 that JGCC would be paid for future assessments outside the plan starting in 2013, and for any of their legal fees and costs (which were excessive) they would be resolved outside the plan. But Judge Funk in Dec 2012 discharged the legal fees and costs for all the secured creditors in the case (not just those in the plan) at completion of my plan and case, which included JGCC who claimed to be secured creditor, (though disputed due to lack of a recorded claim of lien in public record in 2010,) by way of #8 of the Confirmation Order. The case was completed on June 25, 2015, and Judge Funk entered a clerk’s discharge for everything else.

JGCC knew their legal fees were discharged in 2012 by the Confirmation Order and at first objected but then agreed to accept it by negotiations with my limited appearance lawyer Mr. Mearkle in 2013. But JGCC HOA said they could use the discharged legal fees for setoffs on the civil suit against them in state court for the negligence of my house being burglarized. This is incorrect. 11 US Code 524 prohibits discharged debt to be used as setoffs. But instead of filing a counter claim in Duval case 2014-CA-5580 they filed a fraudulent lien for assessments in 2016 which were their lawyer fees from the 2010 bk case, which were discharged by the Confirmation Order in 2012. Plus, they never served me with the Claim of Lien in 2016, which voided the lien per 713.08. Dwork v. Executive Estates of Boynton Beach Homeowners 219 So.3d 858 (2017) held that association’s failure to strictly comply with statute governing imposition of fines upon members precluded it from enforcing its **lien** against or recovering damages from homeowner. Also new law FS 720 Association law from 2007 does not apply because the “constitution prohibits contract interference” with new laws, and our governing documents do not tie in association laws as amended from

time to time and our governing document were recorded in December 1988. So, existing laws in 1988 apply but all new laws after 1988 do not apply to this contract of the Governing Document. Also, after bankruptcy when I tried to pay the HOA dues, they took the dues money and applied it to their discharged legal fees. Once again, the new laws do not apply to residents of JGCC. We adhere to the Governing Documents. I need to file a Florida Consumer Collection Practice Act violation against JGCC soon. But first I am hoping to get the misinterpreted Confirmation Order corrected because JGCC legal costs during the bankruptcy proceedings were discharged.

I went back to the Bk case 3:10-bk-07291 in 2022 and asked them to re-open the case and explained JGCC HOA was in contempt of the Confirmation Order and they had inappropriately filed a claim of lien after the bk case was completed using the discharged legal fees, in contempt of the Confirmation Order #8. **“Any post-petition costs or expenses incurred by or on behalf of any secured creditor will be discharged upon the Debtor's completion of the plan, unless specifically provided for in this order, or by further order of Court on motion filed prior to completion of the plan. Regardless of objection by the creditor, this provision specifically supersedes all language in any confirmed plan that states differently.” 11 US Code 1327.** The Confirmation effects all parties in the case, not just those in the plan. The original Judge Funk withdrew in 2022, cause my lawyer I hired for this contempt hearing Toni Constantino was his former law clerk. The new Judge Burgess mis-interpreted the Confirmation Order and said JGCC HOA was not in the plan and was not discharged by 11 US Code 1328. This is true. But the former Judge Funk discharged JGCC HOA legal fees by the Confirmation Order 11US Code 1327 which applies to all parties in the case, not just those in the plan. So, Judge Burgess got it wrong. JGCC HOA legal fees were discharged by the Confirmation Order, which applies to all parties in the case not just those in the plan, not by

the Discharge Order at the end of the case. Most of the secured creditors were outside the plan and they followed this Confirmation Order ruling. Only JGCC HOA violated the Confirmation Order and filed a Claim of Lien calling the lien for assessment when they were not. The claim of lien was for the discharged legal fees filed in public record to use as setoffs against the negligence case filed against JGCC 2014-CA-5580 for letting my house get burglarized. The Claim of lien was a violation of the Confirmation Order by JGCC HOA and misrepresented the facts and truth.

In 2022 after battling in State Court with JGCC HOA 2014-CA-5580 for negligence for letting my house get burglarized in 2010 and filing an illegal lien in 2016, I petitioned to reopen the bankruptcy case and asked for an order of contempt for violating the Confirmation Order discharging all secured creditors costs by way of the Confirmation Order. Judge Burgess misinterpreted the Confirmation Order thinking it only applied to those in the plan instead of it applying to all parties in the case and he Denied my Motion for Contempt of JGCC HOA for violating the Confirmation Order Aug 9, 2022. And he Denied my rehear Sept 2, 2022. So, I appealed to the US District Court Middle District Jacksonville and got a non-bankruptcy Judge. Judge Brian Davis.

Judge Brian Davis failed to realize that the Confirmation Plan is a combination of the proposed plan and the Confirmation Order that accepted the plan with several terms and conditions added to the plan stated in the Confirmation Order. Together they both make up the Final Plan. The First new term was that JGCC HOA would not be paid adequate protection anymore and the Second new term was JGCC and any and all the secured creditors in the case (which JGCC claimed to be in this case) would have their legal fees and costs for the administration of the case per 11 US Code 506 and 524 discharged which applies to all in the case. Judge Brian Davis is not a bankruptcy Judge and would not be expected to know the fine details

for the rules of Bankruptcy and the intention of congress to give a debtor a fresh start, not to instead, loaded up Debtor with new costs. JGCC had a \$748 claim which was paid, though unsecured, and they lied to the court that they were secured and wanted \$40,000 for legal fees as if this was Circuit Court. That is not the purpose of bk court and Judge Burgess and Judge Davis failed to honor the intent of congress and failed to honor the language of the Confirmation Order and give debtor a fresh new start. Judge Davis Affirmed the trial court's ruling April 24, 2023, and denied my motion for rehear on May 2, 2023. I had to appeal again since both Judges misinterpreted the Confirmation Order. **“Any post-petition costs or expenses incurred by or on behalf of any secured creditor (which included JGCC who filed as a secured creditor) will be discharged upon the Debtor's completion of the plan, unless specifically provided for in this order, or by further order of Court on motion filed prior to completion of the plan. Regardless of objection by the creditor, this provision specifically supersedes all language in any confirmed plan that states differently.” 11 US Code 1327.**

The Appeal at the US Court of Appeals 11<sup>th</sup> Circuit, The 11th Circuit Judge panel said that because I did not argue that JGCC did not have res judicata by the pre confirmation order, and only the Confirmation Order offers res judicata because it's a final order, in the initial brief, and that the argument was only in the rely brief, the argument was too late and they could not correct the rulings of the lower courts US District Court and the Bankruptcy Trial Court. The 11<sup>th</sup> US Code 1327 takes higher priority as a law over appeal procedures when to argue a dispute, and the 11<sup>th</sup> circuit judges should have reversed the ruling in my favor that JGCC HOA had violated the Confirmation Order and their legal fees, and all the secured creditors' legal fees whether in the plan or not, were discharged by Judge Funk's Confirmation Order and 11 US Code 1327 the Effect of Confirmation.

- In re City of Detroit Michigan **652 B.R. 81 (2023)** had conflict and confusion between plan and confirmation order, but the Confirmation Order specifically said the Confirmation Order rules.
- In my case 3:10-bk-07291 I had conflict with the Confirmation Order # 8 which said “Any post-petition costs or expenses incurred by or on behalf of any secured creditor will be discharged upon the Debtor's completion of the plan, unless specifically provided for in this order, or by further order of Court on motion filed prior to completion of the plan. **Regardless of objection by the creditor, this provision specifically supersedes all language in any confirmed plan that states differently.**” The proposed plan of Nov 2012 took JGCC HOA out of the plan for assessments payments that they had previously had adequate protection for, and also took out JGCC HOA new legal costs filed 2 years after the petition of the bk case, which were excessive. The Confirmation Order #8 discharged any secured creditor's (which JGCC HOA said they were) legal fees by way of discharging “any secured creditor's” in the case their legal fees and costs during the BK case. The Confirmation Order said that this Confirmation Order supersedes anything in the Confirmed Plan that says different making the Confirmation Order “rule” over the proposed plan for JGCC HOA.
- In re Congoleum Corporation, 636 B.R. 362 (2022) the court ruled that the Confirmation Order was completed and final and nothing in the case could be changed now. Res Judicata.
- Judge Burgess, the replacement Judge for the retired Judge Funk in my case 3:10-bk-07291 did not enforce the Confirmation Order and its added terms and conditions to approve the plan, “Any post-petition costs or expenses incurred by or on behalf of any secured creditor will be discharged upon the Debtor's completion of the plan, unless specifically provided for in this order, or by further order of Court on motion filed prior to completion of the plan. Regardless of objection by the creditor, this provision

specifically supersedes all language in any confirmed plan that states differently.”

Instead Judge Burgess said a prior pre-confirmation order had Res Judicata in error, not the Confirmation Order, which overruled the pre-confirmation order. The Confirmation Order often makes changes to the proposed plan by way of the Confirmation Order and often overrules prior pre confirmation rulings with new changes.

Likewise, *In re Castle Home Builders, Inc.*, 520 B.R. 98 (2014)

- The **court** retains jurisdiction to protect the **confirmation order**, prevent interference with the execution of the **plan**, and otherwise aid in the **plan's** operation.
- Judge Burgess did not protect the Confirmation Order and discharge all the secured creditors' costs against debtor as intended whether in the plan or not per 11 US Code 1327.
- *In re Dynegy Inc.*, 486 B.R. 585 (2013) This case stated the Plan, and the Confirmation Order should be interpreted together to make up the Final Plan with a Chapter 13 case. 11 US Code 1327.
- *In re Puchi Properties Inc.*, 601 B.R. 677 (2019) The **Confirmation Order** confirmed the **Plan** as proposed, subject to three modifications made in the Order to change the plan. So the changes to the plan so the Judge would approve the plan, where documented in the Confirmation Order which is why they both work together as a Final Plan.

*In re Ranieri*, 598 B.R. 450 (2019) Even if it was legal error for **court** to enter an **order confirming** Chapter 13 **plan**, **confirmation order** is **enforceable** and binding on creditor that had notice of proposed **plan**, and that failed to object or to timely appeal from **plan confirmation order**. 11 U.S.C.A. §1327(a).

- 3 Cases that cite this headnote

100's of cases all over the county the Confirmation Order is the Final Judgment and cannot be changed if it is not appealed on time. It has the Res Judicata effect. The replacement Judge Burgess cannot allege that one of the secured creditors, JGCC HOA, the Confirmation Order does not apply to them. The Confirmation Order applies to all in the case. Judge Burgess

erred and said the terms of the Confirmation Order discharging all the costs of the secured creditors only apply to those in the plan. This is his mistake. The terms of the Confirmation Order apply to all creditors and debtors in the case. 11 US Code 1327. Effect of Confirmation.

Additionally, the rulings of the lower court have far departed from the acceptable and usual course of judicial proceedings by a lower court, and now therefore the matter requires a call for an exercise of the Supreme Court supervisory power.

The Confirmation Order #8 had discharged debtor of all liability of secured creditors' cost of litigation in the administration of the case and the order said that this Order replaces anything that says different in the confirmed plan. The confirmed plan said the JGCC legal fees and cost would be handle outside the plan and the Confirmation Order just changed that and discharged them at the end of the case in compliance with the intent of congress for a fresh start. The new Judge Burgess who stepped in after the retired Judge Funk said in conflict that the Confirmation Order does not apply to JGCC HOA cause they were to be handled outside the plan .But the Confirmation Order just changed that and said what is in the confirmed plan is now superseded by the Confirmation Order which discharges the legal fees against any secured creditors in the case whether in the plan or not 11 US Code 1327.

The proposed confirmation plan and the Confirmation Order with updated changes work together collectively and are the plan. If the Confirmation Order states this change supersedes the proposed plan than the Confirmation Order rules. Judge Burgess ignored that and said the proposed plan ruled without the changes the original Judge Funk made to the plan through the Confirmation Order. We need to correct the lower court's misinterpretation of the rules of congress and misinterpretation of the Confirmation Order. We need the Supreme Court to require Florida to regulate the HOAs quarterly who put \$40,000 of legal fees during the bankruptcy proceeding onto my account in 2015. Now they have added late fees, more legal fees, and interest = \$219,000.00 which is not only excessive its abusive and there is

no court order approving the reward of attorney fees. They rewarded themselves.

## **REASON TO GRANT THE PETITION**

Judge Burgess, Judge Davis and the 3 panel of Judges all errored. Burgess and Davis misinterpreted the Confirmation Order and neglected to realize that it is a Final Order and has the most power in the case. They neglected to combine the proposed plan and the Confirmation Order with any conditions added in the Confirmation Order which needed to be applied to the plan. They all assumed that the proposed plan was the "plan" as is and failed to add in the terms and conditions of the Confirmation Order, which were added to the plan, and stated in the order so that Judge Funk would approve the proposed plan. The Final Plan is the combination of both the proposed plan and the Confirmation Order including the extra terms stated in the Order. The mistake here is that the proposed plan is not the full plan. The terms added to the Confirmation Order also apply to all those parties in the case, and the Confirmation Order supersedes anything that states differently in the proposed plan.

JGCC legal fees were discharged by Judge Funk's Confirmation Order #8 and since Judge Burgess ruled incorrectly the other Judges failed to correct the ruling and issue a sanction for JGCC HOA for being in contempt for violating the Confirmation Order. JGCC HOA has since put \$219,000.00 of their legal fees, interest and late fees on my account. Thankyou Judge Burges for not knowing that a Confirmation Order is the Final Judgment with Res Judicata effect and that the terms in the Order must be followed. Instead, he mis-interpreted the Confirmation Order in error and I am trying to manage this dispute with the HOA, but they are out of control and the state needs to regulate them quarterly. There is not 1 Court Order approving the legal fees incurred in court that they put on my account. If the State regulated JGCC HOA, these fees would have to be removed because they were not approved

by a Court of law. The Supreme Court needs to advise the State of Florida to regulate the HOAs since the board members are not qualified. Thankyou.

## CONCLUSION

The Petition for a Writ of Certiorari should be granted.

Respectfully Submitted,

/S/ AVA ELECTRIS CANNIE aka EVA HELENE CANNIE

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### **CERTIFICATE OF SERVICE**

"I certify under penalty of perjury that the foregoing is true and correct. Executed on Sept 19, 2024."

/S/ AVA ELECTRIS CANNIE aka EVA HELENE CANNIE

### **CERTIFICATE OF COMPLAINECE**

"I certify that this Petition is in Century Schoolbook 12-point font and presented on opaque paper 8 ½ x 11 inches per rule 33.2.

I also certify the full word count for this Petition is 4974

/S/ AVA ELECTRIS CANNIE aka EVA HELENE CANNIE

### **CERTIFICATE OF SERVICE**

I hereby certify a true copy of 3 petitions has been emailed to [mmartino@flcalegal.com](mailto:mmartino@flcalegal.com) and [service@flcalegal.com](mailto:service@flcalegal.com) this Sept 19, 2024.

/S/ AVA ELECTRIS CANNIE aka EVA HELENE CANNIE

A handwritten signature in black ink. The top line reads "Avi Electris Cannie aka". The bottom line reads "Zolt Romo". The signature is fluid and cursive.