

Fill in this information to identify the case:

Debtor 1 Ingersoll Financial, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Florida

Case number 6:17-bk-07077-KSJ

Official Form 410**Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Bay Hill Property Owners Association, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Heidi M. Boon</u> Name <u>329 Park Avenue North, Second Floor</u> Number Street <u>Winter Park FL 32789</u> City State ZIP Code Contact phone <u>(407) 246-6570</u> Contact email <u>hboon@whwww.com</u>	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>12,567.52 + unliquidated amounts</u> . Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Judgment for Breach of Restrictive Covenants and Itemized Statement of Amounts Due</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input checked="" type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: <u>Recorded Final Judgment</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ <u>unknown</u> Amount of the claim that is secured: \$ <u>unknown</u> Amount of the claim that is unsecured: \$ <u>unknown</u> (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ <u>unknown</u> Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/26/2018
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name

James Francis Audie

Title

President

Company

BAY HILL PROPERTY OWNERS ASSOC.

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

13350 W. COLONIAL DRIVE STE 330

Number Street

WINTER GARDEN, FL 34787

City

State

ZIP Code

Contact phone

407 3834899

Email

JAUDIER@

GMAIL.COM

EXHIBIT "A"

In re:

CASE NO.: 6:17-bk-07077-KSJ

INGERSOLL FINANCIAL, LLC

CHAPTER 11

Debtor.

_____/

ITEMIZED STATEMENT OF AMOUNTS DUE

Amounts to Remediate Property:	unliquidated
Legal Fees & Costs in Judgment:	\$4,856.30
Post-Judgment and Pre-Bankruptcy Legal Fees & Costs:	\$7,711.22
Total liquidated amount as of November 7, 2017:	\$12,567.52

1. Plaintiff is a not-for-profit homeowners association conducting business in Orange

County, Florida.

2. Defendant, INGERSOLL FINANCIAL, LLC, a Florida limited liability company ("INGERSOLL") is the owner of property located at 8484 Bay Hill Boulevard, Orlando, Florida 32819, more particularly described as follows:

Lot 84 and Tract "C", BAYVIEW SUBDIVISION, according to the Plat thereof as recorded in Plat Book 9, Pages 5 and 6, of the Public Records of Orange County, Florida (the "Property").

3. INGERSOLL's Property is governed by the Amendment, Restatement, and Consolidation of Restrictive Covenants recorded August 30, 1990 in Official Records Book 4213, Page 1844, Public Records of Orange County, Florida, as amended by that certain Amendment to Amendment, Restatement, and Consolidation of Restrictive Covenants recorded December 12, 1991 in Official Records Book 4350, Page 0127, Public Records of Orange County, Florida, as amended by that certain Amendment to Amendment, Restatement, and Consolidation of Restrictive Covenants recorded October 6, 1995 in Official Records Book 4955, Page 2561, Public Records of Orange County, Florida, as amended by that certain Amendment to Amendment, Restatement, and Consolidation of Restrictive Covenants recorded January 12, 1996 in Official Records Book 4999, Page 2337, Public Records of Orange County, Florida, as amended by that certain Amendment to Amendment, Restatement, and Consolidation of Restrictive Covenants recorded May 3, 2000 in Official Records Book 5993, Page 3751, Public Records of Orange County, Florida, as amended by that certain Amendment to Amendment, Restatement, and Consolidation of Restrictive Covenants recorded October 25, 2007 in Official Records Book 9483, Page 1604, Public Records of Orange County, Florida, as amended by that certain Amendment to Amendment, Restatement, and Consolidation of Restrictive Covenants recorded October 1, 2012 in Official Records Book 10450,

Page 3923 and as amended by that certain Amendment to Amendment, Restatement, and Consolidation of Restrictive Covenants recorded April 23, 2013 in Official Records Book 10559, Page 0001, all of the Public Records of Orange County, Florida (collectively, the "Covenants").

4. On or about September 28, 2016, Plaintiff provided INGERSOLL with notice that it was in breach of Article 9 of the Covenants and demanded that Defendant take immediate action to cure the default.

5. Specifically, INGERSOLL is in breach of Article 9 of the Covenants by failing to maintain and landscape the lawn on the Property, remove weeds and replace dead sod and to remove weeds from landscaping beds. In addition, the fence and roof needs to be replaced, and the exterior of INGERSOLL's home is in need of cleaning, repairs and painting.

6. Instead of curing its breach, INGERSOLL allowed the outside of the Property to fall into a further state of total disrepair and waste.

7. On or about October 24, 2016, Bay Hill served a Statutory Offer to Participate in Pre-Suit Mediation pertaining to the violations in accordance with Florida Statute 720.211 (the "Offer").

8. INGERSOLL, refused to provide any dates for the mediation to take place.

9. Despite continued demand, INGERSOLL, has failed to take the necessary action to maintain the external condition of the home and/or landscape the lawn and/or remove and replace the dead sod on the Property.

10. Bay Hill is entitled to enforce the Covenants and is entitled to recover of their attorneys' fees and costs in the prosecution of this action as provided in Section 19 of the Covenants.

11. Bay Hill has no adequate remedy at law.

12. Bay Hill will be irreparably harmed if the INGERSOLL is not required to cure the

violations with regard to their Property and this Court enter a mandatory injunction enforcing the terms of the Covenants and specifically the violation of Article 9 of the Covenants.

It is therefore,

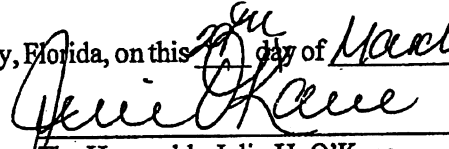
ORDERED AND ADJUDGED as follows:

1. The Motion is hereby **GRANTED**.
2. INGERSOLL FINANCIAL, LLC, a Florida limited liability company, is in material breach of the Covenants by failing to (a) repair, replace, maintain and landscape the lawn on the Property (b) remove weeds and replace dead sod (c) remove weeds from landscaping beds (d) failure to replace the fence and driveway, (e) failure to replace the roof and (f) failure to make necessary repairs, clean and paint the exterior of Defendant's home.
3. Within 30 days from the date of this Order, INGERSOLL FINANCIAL, LLC, a Florida limited liability company, shall repair, replace, maintain and landscape the lawn on the Property;
4. Within 30 days from the date of this Order, INGERSOLL FINANCIAL, LLC, a Florida limited liability company, shall remove weeds and replace dead sod on the Property;
5. Within 30 days from the date of this Order, INGERSOLL FINANCIAL, LLC, a Florida limited liability company, shall remove weeds from landscaping beds;
6. Within 30 days from the date of this Order, INGERSOLL FINANCIAL, LLC, a Florida limited liability company, shall make the necessary repairs, paint and clean the home;
7. Within 30 days from the date of this Order, INGERSOLL FINANCIAL, LLC, a Florida limited liability company, shall replace the fence and driveway;
8. Within 30 days from the date of this Order, INGERSOLL FINANCIAL, LLC, a Florida limited liability company, shall replace the roof.

9. Plaintiff is entitled to the recovery of attorney fees in the amount of \$3,639.00 and costs in the amount of \$1,217.30 from the Defendant in the next thirty (30) days totaling \$4,856.30. If Defendant fails to submit payment of this amount within the next thirty (30) days from the date of this Order, Plaintiff shall be entitled to have this monetary award reduced to a separate judgment and to execute on same.

10. This Court shall retain jurisdiction for the issuance of such further Orders and other relief as is necessary and proper, including but not limited to, orders to enforce this Final Judgment.

DONE AND ORDERED in Orange County, Florida, on this 26 day of March 2017.


The Honorable Julie H. O'Kane

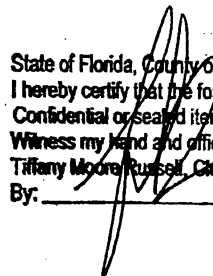
Conformed copies to:

Mya M. Hatchette, Esquire
Winderweede, Haines, Ward
& Woodman, P.A.
P. O. Box 880
Winter Park, Florida 32790-0880

Wanzo Galloway, Jr.,
Orange County Attorney's Office
201 S. Rosalind Avenue, 3rd Floor
Orlando, Florida 32802

INGERSOLL FINANCIAL, LLC, a
Florida limited liability company
c/o Keith R. Ingersoll, Registered Agent
1714 Conway Isle Circle
Belle Isle, Florida 32809

CHONDRITE ASSET TRUST, SERIES
2016-OCC2
c/o U.S. Bank Corporate Trust Services
60 Livingston Ave., EP-MN-WS3D
St. Paul, Minnesota 55107
Attn: Structured Finance-Chondrite Asset Trust

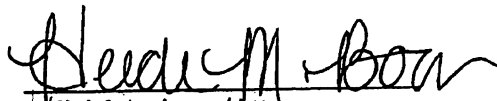
State of Florida, County of Orange
I hereby certify that the foregoing is a true and correct copy of the instrument filed in this office.
Confidential or sealed items, if any, have been removed per Fla. R. Jud. Admin. 2.420.
Witness my hand and official seal this 3 day of April 2017.
Tiffany Moore Russell, Clerk of the Circuit Court
By:  Deputy Clerk



JPMORGAN CHASE BANK AS TRUSTEE
formerly known as THE CHASE MANHATTAN
BANK AS TRUSTEE
c/o CT Corporation System, Registered Agent
1200 S. Pine Island Road
Plantation, Florida 33324

ALEXANDRA KROT
680 Osceola Avenue
Winter Park, Florida 32789

Chipco Group, LLC
c/o Lawrence White, Registered Agent
414 Lillian Drive
Orlando, Florida 32806


~~Judicial Assistant/Attorney~~

Filing # 60547363 E-Filed 08/17/2017 01:28:10 PM

DOCH 20170526603
09/26/2017 02:46:20 PM Page 1 of 3
Rec Fee: \$27.00
Phil Diamond, Comptroller
Orange County, FL
PU - Ret To: WINDERWEEDLE HAINES WARD

IN THE CIRCUIT COURT IN THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA



BAY HILL PROPERTY OWNERS
ASSOCIATION, INC., a Florida
not for profit corporation

CASE: 2016-CA-11171-O
DIVISION: 43A

Plaintiff,

v.

INGERSOLL FINANCIAL, LLC, a
Florida limited liability company,
CHONDRITE ASSET TRUST, SERIES
2016-OCC2, ALEXANDRA KROT,
CHIPCO GROUP, LLC, a Delaware
limited liability company,
ORANGE COUNTY, FLORIDA, and
JPMORGAN CHASE BANK AS TRUSTEE
formerly known as THE CHASE MANHATTAN
BANK AS TRUSTEE,

Defendants.

ORDER OF CONTEMPT AND TO ENFORCE JUDGMENT

THIS CAUSE having come before this Court upon the Plaintiff's Motion to Enforce Final Judgment and for Contempt and the Court, having reviewed the various motions, heard argument of counsel, reviewed the pleading and orders entered in this case to date, and otherwise being advised on the premises, hereby:

IT IS ORDERED AND ADJUDGED:

1. The Motion is hereby **GRANTED**.

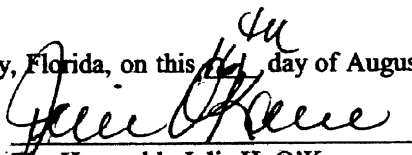
2. Plaintiff is entitled to expend reasonable amounts to complete yard maintenance and general cleaning of the Property. The amounts expended to complete yard maintenance and general cleaning of the Property will accrue against Defendant, Ingersoll Financial, LLC, and if not paid within thirty (30) days, will constitute a lien on the Property.

3. Plaintiff is entitled to attorney's fees and costs incurred as a result of Defendant's failure to comply with the Final Judgment entered by this Court on March 29, 2017.

4. Plaintiff may bifurcate the award for attorneys' fees and costs from the injunctive relief and immediately proceed with execution on same.

5. Based upon representations made by counsel for Ingersoll that this Property is currently under contract for sale, this Court reserves jurisdiction to determine whether Plaintiff may complete additional maintenance on the Property, including but not limited to sodding, roofing, and painting, within sixty (60) days of the date of this Order if the contract for the sale of this Property does not close.

DONE AND ORDERED in Orange County, Florida, on this th day of August, 2017.


The Honorable Julie H. O'Kane

Conformed copies to:

Mya M. Hatchette, Esquire
Winderweedle, Haines, Ward
& Woodman, P.A.
P. O. Box 880
Winter Park, Florida 32790-0880

Wanzo Galloway, Jr.,
Orange County Attorney's Office
201 S. Rosalind Avenue, 3rd Floor
Orlando, Florida 32802

R. Lee Dorough
2 South Orange Avenue, Suite 2020
Orlando, Florida 32801
Counsel for Ingersoll Financial LLC

INGERSOLL FINANCIAL, LLC, a
Florida limited liability company
c/o Keith R. Ingersoll, Registered Agent
1714 Conway Isle Circle
Belle Isle, Florida 32809

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c/o U.S. Bank Corporate Trust Services
60 Livingston Ave., EP-MN-WS3D
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formerly known as THE CHASE MANHATTAN
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1200 S. Pine Island Road
Plantation, Florida 33324

ALEXANDRA KROT
680 Osceola Avenue
Winter Park, Florida 32789

Chipco Group, LLC
c/o Lawrence White, Registered Agent
414 Lillian Drive
Orlando, Florida 32806

M Gentry
Judicial Assistant/~~Attorney~~

State of Florida, County of Orange
I hereby certify that the foregoing is a true and correct copy of the instrument filed in this office.
Confidential or sealed items, if any, have been removed per Fla. R. Jud. Admin. 2.420.
Witness my hand and official seal this 20 day of Sept, 2017
Tiffany Moore Russell, Clerk of the Circuit Court
By: [Signature] Deputy Clerk



Middle District of Florida Claims Register

[6:17-bk-07077-KSJ Ingersoll Financial, LLC](#)

Judge: Karen S. Jennemann

Chapter: 11

Office: Orlando

Last Date to file claims: 02/26/2018

Trustee:

Last Date to file (Govt):

Creditor: (27243742)
Bay Hill Property Owners Ass
13350 W Colonial Dr Ste 330
Winter Garden, FL 34787

Claim No: 18
Original Filed
Date: 02/26/2018
Original Entered
Date: 02/26/2018

Status:
Filed by: CR
Entered by: Ryan E Davis
Modified:

Amount claimed: \$12567.52

Secured claimed: \$12567.52

History:

[Details](#) [18-1](#) 02/26/2018 Claim #18 filed by Bay Hill Property Owners Ass, Amount claimed: \$12567.52
(Davis, Ryan)

Description:

Remarks:

Claims Register Summary

Case Name: Ingersoll Financial, LLC

Case Number: 6:17-bk-07077-KSJ

Chapter: 11

Date Filed: 11/07/2017

Total Number Of Claims: 1

Total Amount Claimed*	\$12567.52
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured	\$12567.52	
Priority		
Administrative		