



---

# **Committee on Condominiums & Homeowners Association Governance**

## **ACTION PACKET**

**Saturday, February 16, 2008  
10:00 am to 6:00 pm  
Orlando**

## COMMITTEE MEETING REPORT

### Select Committee on Condominium & Homeowners Association Governance

2/16/2008 10:00:00AM

**Location:** Orlando, Florida; see address below

**Attendance:**

	<i>Present</i>	<i>Absent</i>	<i>Excused</i>
Julio Robaina (Chair)	X		
Kevin Ambler	X		
Luis Garcia			X
Joseph Gibbons	X		
Richard Glorioso	X		
Jimmy Patronis	X		
Yolly Roberson			X
Franklin Sands			X
Juan Zapata	X		
<b>Totals:</b>	<b>6</b>	<b>0</b>	<b>3</b>

Committee meeting was reported out: Tuesday, February 19, 2008 5:29:03PM

## COMMITTEE MEETING REPORT

### Select Committee on Condominium & Homeowners Association Governance

2/16/2008 10:00:00AM

**Location:** Orlando, Florida; see address below

#### Other Business Appearance:

Grant Feiss (General Public) - Information Only  
2151 SE 172nd Ave  
Silver Springs Florida 34488  
Phone: 352-625-0481

Ernest Barney (General Public) - Information Only  
Silver Springs Florida 34488  
Phone: 352-625-6816

Susan H Puffer (General Public) - Information Only  
512-10 Overlook Dr  
Aurora OH 44202  
Phone: 330-348-6423

Sharon C Rice (General Public) - Information Only  
409 Laurel Cove Way  
Winter Haven FL 33884  
Phone: 863-318-0549

Howard Baugh (General Public) - Information Only  
19802 Egret Lane  
Loxahatchee FL 33470  
Phone: 561-792-1960

Robert Ayrsmann (General Public) - Information Only  
284 Woodlands Rd.  
Palm Springs FL 33461  
Phone: 561-383/707-6769

Melvyn Hobbs (General Public) - Information Only  
4 Harbour Way  
Emsworth, England USA  
Phone: 863-479-5398

Dorris (Dorrie) Tyng (General Public) - Information Only  
281 Woodlands Rd.  
Palm Springs FL 33401  
Phone: 561-967-8130

Patricia L Hartley (General Public) - Information Only  
860 U.S. Highway One Suite 108  
North Palm Beach FL 33408  
Phone: 561-627-0009

Barbara Billiot Stage, ESQ (General Public) - Information Only  
1150 Summer Lakes Dr  
Orlando FL 32835  
Phone: 407-538-9237 407-421-8936

Committee meeting was reported out: Tuesday, February 19, 2008 5:29:03PM

**COMMITTEE MEETING REPORT**  
**Select Committee on Condominium & Homeowners Association Governance**  
**2/16/2008 10:00:00AM**

**Location:** Orlando, Florida; see address below

Joyce Bruno (General Public) - Information Only  
6678 Sherbrook Dr  
Boynton Beach FL 33437  
Phone: 561-732-1519

Stephen Cluney (General Public) - Information Only  
111 Crepe Myrtle Dr  
Groveland FL 34736  
Phone: 352-404-0050

Eric Sorkin (General Public) - Information Only  
212 Bayou Bend Rd  
Groveland FL 34736  
Phone: 352-404-0073

Paul Helmstetter (General Public) - Information Only  
432 Royal Troon Loop  
Davenport FL  
Phone: 734-634-8939

Anthony Szczepanski (General Public) - Information Only  
2214 S Cypress Bend Dr #203  
Pompano Beach FL 33069  
Phone: 954-489-9183

Jan Bergemann (General Public) - Information Only  
1156 Tall Oaks Rd  
Deland  
Phone: 386-740-1503

Scott McEntire (General Public) - Information Only  
1657 Bear Crossing Cir  
Apopka FL 32703  
Phone: 407-491-5152

Maggie Rogers (General Public) - Information Only  
151 N Orlando Ave 256  
Winter Park FL 32789  
Phone: 850-443-0107

Richard L Spears (General Public) - Information Only  
9132 Ridge Pine  
Orlando FL 32819  
Phone: 407-876-2958

William H Lee and Joan Ann J Lee (General Public) - Information Only  
1000 S Semoran Blvd Unit 101  
Winter Park FL 32792  
Phone: 407-671-2009

David Holt (General Public) - Information Only  
1379 Legendary Blvd  
Clermont FL 34711  
Phone: 352-242-2346

Committee meeting was reported out: Tuesday, February 19, 2008 5:29:03PM

## COMMITTEE MEETING REPORT

### Select Committee on Condominium & Homeowners Association Governance

2/16/2008 10:00:00AM

**Location:** Orlando, Florida; see address below

Ron Bockhold (General Public) - Information Only  
P.O. Box 511208  
Melbourne Beach FL 32951  
Phone: 321-722-2221

Dennis L Zveare (General Public) - Information Only  
2108 Vista Cove Rd  
St Augustine FL 32084-3062  
Phone: 904-827-0674

Eldridge Townsen (General Public) - Information Only  
2410 Vista Cove Rd  
St Augustine FL 32084  
Phone: 904-824-7487

Inger M Garcia (General Public) - Information Only  
3389 Shfrloon St H546  
Hollywood FL 33021  
Phone: 954-894-9962

Ron Birkhead (General Public) - Information Only  
809 St George Drive  
Davenport FL 33834  
Phone: 863-513-2323

Mark Stern (General Public) - Information Only  
3900 Galt Ocean Dr #1401  
Fort Lauderdale FL 33308  
Phone: 954-567-2929

Victoria Laney (General Public) - Information Only  
830 Hammocks Drive  
Ocee FL 34766  
Phone: 407-294-1651

Carol Brown (General Public) - Information Only  
3000 Clarcona Rd Ste 201  
Apopka FL 32703  
Phone: 407-295-1157

William Halley (General Public) - Information Only  
400 E Colonial Dr 1308-09  
Orlando FL 32803  
Phone: 407-341-7202

Committee meeting was reported out: Tuesday, February 19, 2008 5:29:03PM

## **COMMITTEE MEETING REPORT**

### **Select Committee on Condominium & Homeowners Association Governance**

**2/16/2008 10:00:00AM**

**Location:** Orlando, Florida; see address below

**Summary:** No Bills Considered

Committee meeting was reported out: Tuesday, February 19, 2008 5:29:03PM



January 27, 2008

Victoria Laney  
830 Hammocks Dr.  
Ocoee, FL 34761

Demetrius Burkes  
Investigations Specialist  
Florida Commission on Human Relations  
2009 Apalachee Parkway, Suite 100  
Tallahassee, FL 32301-4857

Re: Victoria Laney v. Southwest Property Management

FCHR No. 27-92356H  
HUD No. 04-08-0252-8-8

Dear Mr. Burkes,

This is my response to the position statement signed by Gary Comstock on January 11, 2008, on behalf of Southwest Property Management (Southwest). Their position statement contains four major false claims.

**First, Gary Comstock claims that Southwest is not “involved in a discrimination lawsuit in another neighborhood.”** That is not correct. They were involved by being named as respondents, as documented by Exhibit A. They were also involved as witnesses at the hearing, as Spencer Solomon admitted. They were also active participants in events cited in the complaint by Catherine Hall in DOAH Case No. 07-3368.

When they wrote their position statement on January 11, 2008, they were still involved in the case. Mrs. Hall’s case was not closed until three days later, on January 14, 2008. She ended the case when she cancelled a hearing. It appears that they reached a settlement because Southwest resigned from being their property manager, effective January 31.

**Second, in discussing his threats to me at the November 26 board meeting, Gary Comstock claims, “Under no circumstances did I mention, insinuate or ever bring into question that this had anything to do with her recent testimony in the Hall vs. Villages of West Oak case...”**

On the contrary, the written record and video shows that Mr. Comstock made constant references to my testimony in Hall case. When he complained that, “you have gone outside the Hammocks and represented residents in other neighborhoods,” he could only be referring to my testimony in behalf of the widow Catherine Hall and her sons.

Next he said to me, “You offered testimony in ...the discrimination case that you just brought up.” The case that I “just brought up” was Catherine Hall’s.



Then he said, "I want to make myself very clear that if we have to, we are going to take legal action against you for those comments that you just brought into this discussion where you where you threw a dispersion (sic) about discriminatory actions toward Southwest Property Management from another corporation where you represented yourself as a board member of this corporation." The comments that I "just brought into this discussion" were about the Catherine Hall case, and he is falsely claiming that I testified as an official representative of The Hammocks.

I also referred to my testimony in the Hall case. "I am a kind person. I am a fair person. I did my duty as far as that [testimony]. I disagree with your characterization of my testimony. Get a transcript if you want to." I also stated that the attorney at the hearing said that his firm was representing Gary [Comstock].

Spencer Solomon also refers to my testimony in the Hall case when he says, "You've got to stop saying comments you are making about that other case because it wasn't against us. It was against the homeowners association and two other board members and we were asked to give testimony solely." This is not correct, as exhibit A shows.

In Southwest's position statement, Gary Comstock says he is "paraphrasing" his comments at the November 26 meeting. If you compare his "paraphrasing" with what was actually said at the meeting, you will see that he twisted the meaning, eliminated all his threats, and added unsubstantiated new charges. This shows what many investigators call a "consciousness of guilt." He knows that his threats and intimidation are wrong, so he denies saying them and invents a new excuse for his threats.

**The third false claim is that I "verbally assaulted" and tried to humiliate Southwest Property Management during the November 26, 2007 meeting.**

In response to your request I am attaching a more complete written copy of the November board meeting, which is Exhibit B. It was very difficult to find a way to convert my videotape to a DVD, but I am sending a copy at your request. It would have been far easier to drive to your office and simply show it to you. I am still willing to bring you a tape of any HOA meeting to show you that I have always been fair to Southwest.

The only evidence of a verbal assault is the one Mr. Comstock and Mr. Solomon made on me. They made their threatening and intimidating statement to me after I complied with directions Judge Jeff B. Clark gave during the September 17, 2007 hearing. The Judge said I was entitled to see a record of all letters that Southwest sends to property owners, not just the few they include in our monthly management report. He also said that I am entitled to see written opinions from our attorney, not just our attorney's opinions "paraphrased" by Southwest Property Management. I documented this in my letter to the Hammocks Board of Directors dated October 21, 2007. I already sent you a copy of this letter, but I am attaching another as Exhibit C. Southwest Property Management had more than a month after receiving this letter to comply with the directions of the judge. At the time of the November 26 meeting, I still had not received any response from Southwest. In fact, as of today I still have not received the requested information.

At the November 26 meeting, we were discussing the roof of one of my neighbors, the Burrills. They sent a letter to the Hammocks Board, in care of Southwest. I am attaching it as Exhibit D. In it, the Burrills asked other board members to work with me, as "a member of the board of directors." Mr. Comstock "paraphrased" the letter to say that I was the Burrills "personal representative." This was not correct. Nevertheless, Mr. Comstock said I would need to get a "power of attorney" from the Burrills before I could discuss their roof. This made no sense, and neither the Burrills nor I wanted to do it. In fact, it interferes with the Burrills rights as homeowners and my right to serve them as an elected board member. Although I did not get the "power of attorney," Mr. Comstock encouraged the board to act as though I did have one. During the November 26 board meeting, they made and approved a motion that I could have no vote on matters relating to the Burrills property. Note that board members routinely vote on matters relating to their own property.

I asked to see the actual opinion from the attorney, not the "paraphrased" one in the management report. Mr. Comstock did not provide it. If Southwest had provided the opinion the first time I asked, I would not have had to ask several times and remind them of Judge Clark's directions. I still haven't received this opinion.

My right to review records is guaranteed by Florida Statute 720.303 (5) (c). Legal opinions are exempt if they are privileged and prepared by the association attorney for pending litigation. Obviously Mr. Comstock did not consider the opinion to be privileged, since he "paraphrased" it in the management report. Nevertheless, he failed to provide the actual opinion as required by law. I had every right and duty to ask for it. In response to my reasonable, lawful request during the meeting, he retaliated against me, compared me to some of the most horrible people in history, and threatened to sue me.

After Mr. Comstock made his retaliatory threats, the record shows that I referred to the management report in an effort to correct his false representation about his phone message to me, and the Burrills letter of October 29. My comments were relevant to the matter under discussion, which was the Burrills roof. They were well supported by a tape recording of his call, and the actual letter from the Burrills. As a board member, I have a duty to ensure that our management reports and "violation notices" are accurate. I work with Southwest to accomplish this, since they prepare the reports. The reports are on the agenda, so it is appropriate for me to discuss them in board meetings.

I am attaching the November management report as Exhibit E, so you can see how Gary misrepresented the Burrill's letter. I have redacted any information identifying other homeowners. I recognize that the records of this investigation may become public after it is concluded, and I want to protect the privacy of neighbors. If there is any way to redact the Burrills name also, I would appreciate it. I did not want to have to discuss their case, but I had to explain more of what happened just before Southwest's threats. They are nice people who live out of town and did not realize that that Gary Comstock was retaliating against me for testifying in the Catherine Hall case.

**The fourth major false claim is that I have been unfair or unkind to Southwest since 2005.** Southwest provides no evidence at all to support this claim, except for the word of Gary Comstock. We have already seen that his word is not reliable. All the evidence suggests that I did everything possible to work well with Southwest. The documents and other evidence that I provided to you *before* Gary Comstock wrote his position statement show that I had a normal business relationship with them.

You asked who complained first about Southwest. When I first met Mrs. Hall in March of 2007, she had already filed a complaint with HUD in January, and she was already filing her discrimination complaint to The Florida Commission on Human Relations. Out of respect for Southwest Property Management, I kept the complaint confidential while the investigation on her case proceeded. This was kind and fair to Southwest.

I was elected to the Board of Directors of The Hammocks in April 2007. By all reports, I won by a wide margin. The strong support for me reflected the belief of the majority of voters that I would be an effective spokesperson for residents in their dealings with Southwest Property Management.

When I discovered that I would need to testify at the September 17 hearing, I paid an attorney who specializes in the law of homeowner associations to review the situation to make sure I was complying with relevant law. Had I wanted to harm Southwest, I could have chosen to take legal action against them at that time for failing to provide records. Instead I simply made certain that my testimony would fulfill my obligations to my own neighborhood as well as to Mrs. Hall.

One of the elements of Mrs. Hall's complaint was that she was the victim of selective enforcement. A homeowners association has a fundamental duty to maintain the entrance and other common property in the neighborhood. Mrs. Hall's association admitted that they discontinued maintenance of their entrance in order to save money. While the entrance was overgrown and weed-infested, Southwest sent her "violation notices" for failing to maintain her own lawn. Because I drive by the entrance to her neighborhood almost every day, I was able to testify that it was overgrown and weed-infested during the time in question. I also answered other questions from Mrs. Hall, Judge Clark, and the attorney who represented Southwest Property Management and the board of her neighborhood. Regardless of the content of my testimony, Southwest Property Management was wrong to threaten to sue me for it.

Even after I testified, I kept the discrimination case confidential. Then in October 2007, Renee Reynolds found out about the case during a conversation with Mrs. Hall. She discussed it at our Board of Directors meeting in front of other homeowners. Had it not been for Mrs. Reynolds letter, the residents of The Hammocks might never have known about Mrs. Hall's petition. I had every right to respond to Mrs. Reynolds letter. I was kind to Southwest, and respectful of the FCHR investigation.

I have already attached a copy of Mrs. Reynolds letter as Exhibit F. It is relevant in two respects. First, it confirms that Mrs. Hall had ongoing problems with Southwest Property

Management for more than a year, which was long before she met me. Second, Mrs. Reynolds says I was working “hand in hand” with Southwest Property Management every month. She says she is “shocked” that I would testify against them. Mrs. Reynolds has been hostile since she lost the Board election to me. Still, her letter, which was written before Southwest’s position statement, confirms that I had a normal business relationship with Southwest before I gave my testimony in the Hall case.

Mr. Comstock ends his position statement by saying, “To date we have taken no legal action against Ms. Laney.” In this he is correct; the actions that he and Spencer Solomon have taken against me are not legal. They have coerced, threatened, and intimidated me in retaliation for my testimony for Catherine Hall.

Mr. Solomon is as culpable as Mr. Comstock. As President of Southwest, he is responsible for the actions of Mr. Comstock. After listening to Mr. Comstock’s extreme comments Mr. Solomon added more falsehoods by claiming that they were only witnesses in the Hall case, when they were actually respondents.

**Southwest Property Management’s coercion, intimidation, and threats have damaged me and interfered with fair housing rights in our neighborhood.** As a member of the Board of Directors of The Hammocks, I have a fiduciary duty to act in the best interests of the association and its members. I have a duty to meet with homeowners, listen to grievances, and answer questions about the way the neighborhood is managed. Furthermore, I have the right to listen to grievances related to Southwest’s performance at other neighborhoods and use the information to prevent the same problems in our neighborhood. Southwest has prevented me for carrying out my duty.

Southwest’s retaliatory comments are damaging to other homeowners in the neighborhood as well as myself. My neighbors elected me to represent their interests. If Mr. Comstock and Mr. Solomon merely wanted to warn me not to discuss the Hall case, they could have written a private letter to me. They chose to make a public statement to intimidate and coerce everyone who heard them speak. There were neighbors in the room who had turned to me for help in the past. Mr. Comstock said that they turned to me “in their moment of weakness or if they have received a violation letter from us.” Many of those people he refers to are protected classes. Rather than thinking of them as weak, as Mr. Comstock does, I think of them as strong and intelligent when they ask questions about our neighborhood association. I have asked Mr. Comstock for a complete list of violation notices each month, and I am entitled to them by Statute. Because he does not provide them, I have no way of evaluating whether residents in our neighborhood are being treated fairly.

By using a legal term like “tortious” twice, he made it sound like I was violating the law, and that people who talked to me might be sued. His intimidation worked. People who might have turned to me for help in the past are afraid to talk to me now. People, including board members, think it is dangerous for them to mention that Southwest was involved in a discrimination case in another neighborhood. Apparently Mr. Comstock is telling neighbors falsehoods like those in his position statement. You may see that

misinformation reflected in any statements you receive from neighbors. Meanwhile, I am keeping my complaint confidential, to protect the integrity of your investigation.

After Mr. Comstock threatened me, I consulted an attorney who specializes in civil rights. I needed to know whether he could actually sue me. This has resulted in \$650.00 dollars in actual damages so far. Mr. Comstock knew, or should have known, that he could never prevail on the lawsuit he threatened. As a licensed Community Association Manager, he must be familiar with Florida Statute 720.304(4). This provides Community Associations with special protections to exercise their rights of free speech before institutions of government on matters related to the homeowners association. He knew he could not actually sue me, but he said it to intimidate us all. It doesn't matter that he did not file a lawsuit. The threat itself is retaliation enough.

I have been threatened with being removed from the board for testifying in the Hall case. My authority to vote on the board has been abrogated by an improper motion that arose from Mr. Comstock's "paraphrasing" and his refusal to show me the relevant attorney's opinion. Encouraged by Mr. Comstock, the board no longer allows me to videotape the entire board meeting, which is my right under Florida Statute 720.306 (10). This will allow Mr. Comstock and others to "paraphrase" the meeting, and I will have no accurate record to protect our rights. If I have to go back to the attorney to try to correct this, my damages will increase.

There are at least seven aggravating factors to the retaliation by Southwest. First, Mr. Comstock and Mr. Solomon are professional Community Association Managers. They have been trained and licensed by the State of Florida. That training included Fair Housing laws, and they should know better than to retaliate against me. Second, the State required them to receive training in how to communicate effectively with volunteer board members, and they should know better than to compare me to historical tyrants. Third, they retaliated against me despite being warned by the Judge and my own letter in October. Fourth, their retaliation encompasses other violations of State Statutes that require them to produce records and allow videotaping. Fifth, they retaliated in a public meeting to intimidate others, rather than sending me a private letter if they merely wanted to complain. Sixth they retaliated against me when I was following the directions Judge Clark gave me during the discrimination hearing, and I was engaged in my duties as a director at a board meeting. Seventh, they threatened me and wrote their position statement while the Hall case was still active. The Final Order was not issued until January 14, 2008, after Mrs. Hall cancelled a January 10 hearing where I might have testified. They retaliated against me for my past testimony and intimidated me in anticipation of my future testimony.

I am relying on you to inject reason and common sense into this egregious example of illegal intimidation of homeowners and their chosen representative on The Hammocks Homeowner's Association Board. I look forward to the conclusion of this investigation.

Sincerely,



**COLE, SCOTT  
& KISSANE, P.A.**

Attorneys at Law  
MIAMI - WEST PALM BEACH - TAMPA - KEY WEST - FT. LAUDERDALE - NAPLES - JACKSONVILLE

1645 PALM BEACH LAKES BOULEVARD, 2<sup>ND</sup> FLOOR  
WEST PALM BEACH, FLORIDA 33401

TELEPHONE (561) 383-9200  
FACSIMILE (561) 683-8977

DIRECT LINE (561) 383-9234  
E-MAIL [postman@csklegal.com](mailto:postman@csklegal.com)

October 4, 2007

*Exhibit A*

**VIA FEDERAL EXPRESS**

Jeff B. Clark  
Administrative Law Judge  
Division of Administrative Hearings  
The DeSoto Building  
1230 Apalachee Parkway  
Tallahassee, FL 32399-3060

**RE: Petitioner : Catherine Hall**  
**Respondent : Southwest Property Management of Central Florida/Villages of West Oaks HOA**  
**Case No. : 07-3368**  
**Our File No. : 4044-0128-00**

Dear Judge Clark:

Pursuant to your instructions, enclosed please find a Recommended Order regarding your findings at the formal hearing in the above-referenced matter which was held on September 17, 2007 in Orlando. The Recommended Order has been uploaded onto the enclosed CD.

Should you need any additional information, or have any questions regarding downloading this document, please do not hesitate to contact us.

Sincerely,

Barry A. Postman  
Justin C. Sorel

JCS:pn  
Encl.  
cc: Catherine Hall (w/enclosures) - VIA FEDERAL EXPRESS

**GARY COMSTOCK AND SPENCER SOLOMON'S RETALIATORY THREATS**

**Victoria Laney taped Gary Comstock and Spencer Solomon's retaliation during the Board of Directors meeting of The Hammocks Homeowners Association on November 26, 2007. Gary Comstock is the Vice President of Southwest Property Management. Spencer Solomon is the President. Terri Ballard is the President of The Hammocks Board of Directors. Victoria Laney (myself), Keith Garbinski and John Cutsinger are Directors. Steve Ballard is not a member of the board.**

**We were discussing whether a neighbor's roof was clean enough. I agreed with Gary Comstock about one of the risks of cleaning roofs. As the discussion progressed, the board made and passed a motion to take away my right to vote on whether the neighbor's roof was clean enough. Board members regularly vote on motions pertaining to their own property, but I wasn't allowed to vote on a neighbor's property. I asked to see the opinion from our attorney that was relevant to the motion. That is when Mr. Comstock threatened me. During the September 17 hearing, Judge Clark said that I was entitled to see these opinions from our attorney. I am also entitled to see this opinion by 720.303 (5) (c) F.S. since it was not prepared for pending or imminent litigation. The following is what I have transcribed from the videotape of the meeting:**

*Victoria Laney – I think, speaking as a board member, (and I can see that we are losing our audience because there is a lot of discussion out there) the days where you could just have someone come in and have them pour bleach on the roof and have it instantly clean are gone because the City of Ocoee does not allow the use of bleach anymore to clean a roof. [If the bleach runs into the storm drain, 99-36] So now we have to use environmentally friendly cleaners, and we can make fun of it if we want to, but that is the new reality, and so its not going to be an instant result anymore unless you find some contractor who is going to, you know, do it anyway, but that is ... Gary [Comstock] was right when he said sometimes the roof has to be replaced after it is cleaned, and that is because when you do use bleach, it can destroy the roof- –it voids the warranty, and so now you can spray a chemical on which will kill the mildew, (and I think it is mildew, not mold, based on my reading and other things), kill the mildew, and then it has to rinse off when there is rain. And so part of the problem with that house... well no, I am getting onto the house again...anyway, it can take a while, so if you are in a dry season you have to make fake rain by hosing it down a lot, or wait for rain, and then the roof will gradually look better and better. And so that is just the way it is. I am not willing to advise anyone in this room or anyone in our neighborhood to use bleach on their roof, and so it is never going to be anymore like it used to be where people say "clean it" and the next day it is better.*

*Terri Ballard – okay we need to get back on point. First of all, you are addressing the board and not the people who are sitting at the meeting.*

*Victoria Laney – well, we were losing them so I wanted to...*

Terri Ballard – (Interrupting) *That is their problem.*

Victoria Laney – *I think it is our problem.*

Terri Ballard – *The question on the table is, and yea or nay, we have had first and second on my motion, so all in favor...* [“The motion is that, as it relates to lot 1033, Victoria Laney not be able to have a vote on it because she has shown, whether she has a power of attorney or not, bias in favor that conflicts with her role as a board member.”]

Other board members – *aye, aye, aye, aye*

Victoria Laney – *I am opposed.*

Terri Ballard – *Make sure the minutes please reflect the four ayes and one nay.*

Steve Ballard – *I thought Victoria wasn't allowed to vote on anything to deal with that property.*

Terri Ballard – *That is my motion.*

Victoria Laney – *So lets clarify, now and make sure we understand. Because ...even though I did not get the “power of attorney,” you are going to treat me now as though I did have a “power of attorney,” so, for example, at the next meeting in January I could come, and during the time that homeowners are allowed to talk, I could bring up and discuss the [Burrills] roof.*

Keith Garbinski – *We are not going to treat you as you have a “power of attorney.” He is not going to send information to you. We will talk about it to you as if you are a homeowner. You have no legal right to receive letters or anything else. (Note: this is an abrogation of my rights as a board member)*

Victoria Laney - *I don't think you have a legal right to make the motion you just made, and I don't think it complies with the opinion that he [Gary Comstock] got from the attorney. The attorney said that if there was a “power of attorney,” then I would have to recuse myself. You've raised the bar, and I don't think the attorney agrees with it, and I would like to see the opinion that is from the attorney now. And in the discrimination lawsuit against Southwest Property Management, the judge told me I was entitled to see those opinions from the attorney.*

Terri Ballard – *(interrupting) That has nothing to do with this.*

Victoria Laney - *I would like to see it.*

Terri Ballard – *That has nothing to do with this.*



Victoria Laney – *I would like to see, because I don't think this [motion] complies with what the attorney said.*

Gary Comstock – *Can I make a comment?*

Terri Ballard – *Yes.*

Gary Comstock to Victoria Laney – *Your past actions have been tortuous at best. You've leveled innuendos and accusations about us that [ ]. You have counseled and represented residents...*

Victoria Laney – *I don't think this is appropriate for this meeting.*

Terri Ballard – *“First of all, I allowed him to speak.”*

Gary Comstock: *...and represented residents in The Hammocks for your own wishes, and in...sometimes in their moment of weakness, or if they have received a violation letter from us you have actually counseled these people. You not only have counseled and represented people in The Hammocks but you have gone outside of The Hammocks and counseled and represented residents in other neighborhoods. You offered testimony in Hammocks records in the discrimination case that you just brought up. In World War II, Hitler used the same conspiracy theories to condemn an entire culture. In the 60s, hate mongers used the same tactics that you are using, against African Americans, and you can see where it got us. As a group, I think you are talking to very educated people, and I think you probably are well educated yourself. But, your actions may go unchallenged by the association and by residents sitting in this room. No longer are they going unchallenged by us. I want you to understand that. I want to make myself very clear that if we have to, we are going to take legal action against you for those comments that you just brought into this discussion where you threw a dispersion (sic) about discriminatory actions towards Southwest Property Management from another corporation where you represented yourself as a board member of this corporation. That's tortuous.*

Victoria Laney – *“And your comments are totally false. There is not a word of truth to them and I am glad they are on the tape so that you can't deny them later. And talk about misrepresenting things, I have a recording of the phone call, and in this management report \* you make totally false claims about... claims that I was supposed to call you back. That is not in here [the tape]. It was totally optional. You make totally false claims about the letter that the Burrills sent you; there is not a word of truth to that. So, I don't blame you for being angry with me, but I think it is way over the top for you to compare me to Hitler or to compare me to racial bigots. I am a fair person. I am a kind person. I did my duty as far as that [testimony]. I disagree with your characterization of my testimony. Get a transcript if you want to.*

Spencer Solmon – *May I add one thing?*

Terri Ballard – *You can add one thing and then we are stopping it because we are way off.*

Spencer Solomon – *You've got to stop saying comments you are making about that other case because it wasn't against us. It was against the homeowners association and two board members and we were asked to give testimony solely. It wasn't against us. It was against the homeowners association. Just to clear up everything.*

Gary Comstock - *When you send out a conspiracy theory or innuendos to residents that we represent, you're damaging our corporate name. We are not going to take it any longer.*

Victoria Laney - *When I was at the hearing, and asked whom they were representing, they were representing Gary. They said they were representing Gary.*

Terri Ballard – *Okay we have to finish this.*

Victoria Laney – *I know. We should never have gotten into it to, but you let him go on as long as he wanted.*

Terri Ballard - *And I've let you rebut.*

Victoria Laney – *No, you are cutting me off. I knew where he was going. You are cutting me off.*

Terri Ballard – *Of course you knew because you've been involved in all this.*

Victoria Laney – *I haven't been involved in what he is saying.*

Terri Ballard – *We need to move on ... the financials.*

#### **Summary:**

**I was intimidated by being threatened by a lawsuit for testifying for Catherine Hall and “counseling and representing people in the Hammocks,” which is what I was elected to do.**

**My rights as a duly elected director of the Hammocks were abrogated by Mr. Comstock's willful refusal to show me the question he sent to the attorney and the attorney's response. Without seeing the actual opinion, I cannot know whether his “paraphrase” of the opinion is accurate.**

**\*The management report is provided by Southwest Property Management each month, and is supposed to be a record of their activity. I was trying to redirect the discussion back to the report, which was on the agenda. As a board member, I have a legitimate interest in asking questions about the items in the report.**

October 21, 2007

Dear Board Members,

This is in response to the allegations by Renee Reynolds in her letter of October 20:

I was not a member of the board when I met the widowed mother who filed a discrimination complaint to the Florida Commission on Human Relations.

After I was elected to the board, I paid \$250.00 out of my own pocket to meet with an attorney who specializes in Homeowner Association Law. I wanted to understand whether I had any fiduciary obligation to inform my own board about the complaint someone else was filing against her own homeowners association. The complaint was also against Southwest Property Management, since they act as agents for that board.

There was no conflict of interest. I appeared as a witness in a hearing before an administrative law judge. It was held at a state building, not a courthouse. Events in our neighborhood are not necessarily relevant to events that happen in another neighborhood, even if we both employ Southwest Property Management. I testified about things I had seen in that neighborhood. Appearing as a witness is as much of a civic duty as voting and answering the call to serve on a jury. If I had refused to appear, the widowed mother had every right to issue a subpoena forcing me to appear. I appeared as an individual, not as a representative of our board, and I did not accompany the widow, as claimed by Mrs. Reynolds.

I learned lessons from the hearing that can be useful to our own neighborhood and may prevent us from being charged with a pattern of discrimination. I dispute Mrs. Reynolds claim that I am working "hand in hand" with Southwest Property Management. During the hearing, I expressed my concern that I might end up being in court if one of our homeowners is so angered by conduct by Southwest Property Management that they decided to file a complaint with the Florida Commission on Human Relations. The judge said that I am entitled to see a record of all the letters they send to property owners, not just the ones they include in the management report. Also, I am entitled to see written opinions from our attorney, not just any opinions that Southwest Property Management is willing to share. The judge said that if Southwest Property Management doesn't comply, then we should find a better management company.

During the hearing, I also expressed my concern that Southwest Property Management would retaliate against me for testifying. Mrs. Reynolds' letter is retaliatory, and there are penalties for that under state statutes. After the hearing, I wrote a letter to Gary at SWPM asking for more complete management reports. His response was to provide no management report at all at the last meeting. That could be considered retaliatory. Our board must avoid any appearance of retaliation.

I kept the discrimination complaint confidential, but now Mrs. Reynolds has made it public. This does not show any great kindness toward Southwest Property Management.

October 29, 2007

Mr. Burrill  
4309 Timberglen Rd.  
Dallas, Texas 75287

Hammocks Homeowners Association  
c/o Southwest Properties \*  
Covenant Compliance Department  
PO Box 7  
Gotha, FL 34734

\* Note Southwest Property Management used "Southwest Properties" as their name even after it was no longer registered with the Secretary of State

Dear Hammocks Homeowners Association,

Your letter is the first one we received regarding the roof. We sent you a new address for this lot number when we mailed our homeowner association dues, so we do not understand why you did not write to us sooner. The first letter we receive should not be the "Final Notice." We would appreciate a specific reference to the "State of Florida guidelines" you mention in your letter.

We had our roof chemically cleaned in July. After receiving your letter of October 20, 2007, we had a roofing contractor inspect the roof. According to his report, it is in sound condition and does not need to be replaced. The real estate agent and the roofing inspector agree that the roof is clean, and does not need to be cleaned again. There is one section over the front porch that is covered by fallen leaves. Those should be removed by the time you receive this letter. If you are still concerned by the appearance of the roof, we ask that you meet with Victoria Laney, a member of the Board of Directors of The Hammocks, to explain your concerns. We think that is fair since we are out of state and cannot meet with you ourselves.

We appreciate your assistance, and look forward to receiving a response to our question.

Sincerely,

Jim Burrill

# THE HAMMOCKS HOMEOWNER'S ASSOCIATION INC.

c/o Southwest Properties  
COVENANT COMPLIANCE DEPARTMENT  
PO Box 007  
Gotha, FL 34734

October 20, 2007

VIA US Mail and certified  
Track: 7006 0100 0006 2044 7409

Mr. Burrill  
4309 Timberglenn Rd  
Dallas, Texas 75287

RE: 1032 Shady Maple Circle, Ocoee, FL 34761

Dear Mr. Burrill,

## FINAL NOTICE

<u>Covenant Violation Description</u>	<u>Location in Covenants</u>	<u>Days to Correct-Contact us</u>
Home in disrepair 1. Roof and soffits need to be cleaned 2. Roof may need replacement	Article VII Section 1-3	14

This letter is to inform you that per State of Florida guidelines, the Association needs to hear from you within 14 days, *in writing as to your timetable to compliance*, or you must correct the above violation within this time frame. If this violation is not corrected in 14 days, your violation will be turned over to the Hammock's attorney for enforcement.

It is the wish of the Association that this situation is remedied on a voluntary basis. The Association is legally obligated to enforce the provisions of the Declaration that you received when you closed on your home. Neighbors who purchased their homes in The Hammocks did so in part in reliance on the provisions of the Declaration and the Rules, which place restrictions on the appearance, maintenance of landscaping and the general enjoyment of property in the neighborhood by the owners thereof.

On behalf of the Association, we respectfully request that you use sound judgement and voluntarily comply before this matter progresses further. Southwest Property Management does not make policy, we only follow instructions set forth by the Association. Please be sure that all correspondence is *in writing!*

Respectfully,  
Southwest Property Management  
Agent for the Hammocks Homeowners Association



			<b>Violation</b> -Note Background color WHITE =open issue GREEN=resolved LAVANDER=recommend to Attny RED=At Attorney	<b>Violation</b> -Note Background color WHITE =open issue GREEN=resolved LAVANDER=recommend to Attny RED=At Attorney
			6-21-07 Fence repair-30 days	7-22-07 Fence repair #2 on East side-30 days (check 8-28-07)
			Inspections (8-30 required-not cleaned, 9-15, 9-21, 9-26, 10-3, 10-16, 10-20)	10-20-07 FINAL NOTICE-clean fence-14 days
Burrill	1033	1032 Shady Maple Circle	7-19-07 Roof and soffit mildew remove-30 days - mail comes back vacant	9-15-07 Roof and soffit #2-30 days
Burrill	1033	1032 Shady Maple Circle	10-20-07 FINAL NOTICE-roof and soffit-14 days	11-1-07 RESPONSE (Please see Ms. Laney, our representative)-in file... 11-1-07 OUR RESPONSE
Burrill	1033	1032 Shady Maple Circle	11-7-07 Email opinion from attorney-Ms. Laney will need Power of Attorney to represent the homeowner, but will have to recuse herself from any decision the BOD makes because Ms. Laney is also a member of the BOD and there is a conflict of interest. Left VM message for Ms. Laney to call our office. 11-21-07 NO RESPONSE from Ms. Laney	11-13-07 Letter from BOD to homeowner
			10-23-07 NO ARC for construction/changes (complaint)-30 days-10-29-07 APPLIED to <u>ARB</u>	
			11-20-07 Courtesy-some sod needs replacing-30 days	
			10-2-07 Need update on backyard torn up-14 days	
			10-15-07 Lawn easement dying-30 days	
			10-15-07 Mold on home-30 days	11-23-07 FINAL NOTICE-Mold on home-14 DAYS
			10-20-07 Lawn needs replacing-30 days	11-23-07 FINAL NOTICE-replace lawn and easement

October 20, 2007

HOA Board –

Recently, quite by accident I have come across some information that I feel the BOD should be made aware of. I must tell you that I was shocked and appalled at what I learned.

A friend of mine who lives in the West Oaks Villages has had ongoing problems with her HOA/BOD and the Management Company employed by the HOA for quite some time. I have known this, as she has discussed it with me for probably close to a year now. Through casual conversation last week she informed me that she was finally in court over the situation, as she had decided to take the matter to court and that a woman who lived in my subdivision was actually assisting her in her endeavors to sue or mediate ( I am not sure which) with the HOA and the Management Company by accompanying her to court and addressing the Judge. I asked who the woman was and she told me it was Victoria Laney. She also advised that Ms. Laney did not come alone, but with someone else from the Hammocks. I do not know who this might have been. She said that Victoria spoke on her behalf and addressed the court with “legal” information. She is currently waiting a decision by the Judge.

Now, I do not know what the particulars of this assistance, besides what she shared with me and I have advised above.

I am appalled by the idea that a member of the BOD for The Hammocks who also employs the same Management Co. is assisting someone she does not even know (who she met quite by chance at a City function) sue another HOA and the same Mgt. Co. she works hand in hand with every month. As a resident of the Hammocks, who counts on the BOD to pursue the best interests of the community as a whole, I feel this is improper behavior by a Board member, unethical, and a conflict of interest. I do not feel our community's interests are best served by this behavior.

I am asking the BOD to address this situation and advise me as to whether this is a Board Member that best serves the interests of The Hammocks or best serves “self” interests. I do not feel this behavior warrants a seat on the BOD and I feel there are others in the community, if this were to be made public, that would feel the same.

Renee Reynolds  
853 Hammocks Dr.



# SOUTHWEST PROPERTY MANAGEMENT

manager@southwestpropertymanagement.com  
www.southwestpropertymanagement.com

January 11, 2008

Demetrius Burkes  
Florida Commission on Human Relations  
2009 Apalachee Pkwy-Suite 100  
Tallahassee, FL 32301-4857

Dear Mr. Burkes,

Per our conversation yesterday, below is my position statement concerning the allegations from Victoria Laney.

Ms. Laney is a Board member of the Hammock Homeowners Association and also a resident of that community. Ms. Laney has, since approximately 2005, repeatedly cast dispersions publicly about Southwest Property Management and about me personally at her homeowner's meetings. She has verbally assaulted and publicly humiliated us for years using innuendoes and non-truths and has recently claimed in open forums and in emails that we are involved in a discrimination lawsuit in another neighborhood, which of course is not true.

On November 26<sup>th</sup> at the Hammocks Board meeting in which there were approximately 15 attendees, Ms. Laney again verbally assaulted and tried to humiliate my company, me and Mr. Solomon and I asked the Board of Directors if I could be heard. The Board agreed and I respectfully addressed Ms. Laney's egregious comments. Ms. Laney is technically one of my employers as a property manager and a property management company and it would be irresponsible of me to allow her to defame me and my company as she has done for almost 3 years publically.

Paraphrasing what I said, I spoke to Ms. Laney and said that her lies, innuendoes, public humiliation and threats were no longer going to be tolerated or unnoticed. I told Ms. Laney that should the verbal assaults, lies and insinuations of propriety continue, Southwest Property Management would seek legal counsel as a defense to her public humiliation of us and defamation of character. I used two analogies to try to appeal to Ms. Laney's sense of reason and understanding. I used the analogy of the way that the Jews were persecuted in World War II by lies, innuendoes and non-truths and I used the same analogy where African-Americans were persecuted in the early 60's in this country that has taken 40 years to correct. It was my intent to try to demonstrate to Ms. Laney that lies, innuendoes and public persecution of a person, a company or of people can have long-lasting affects on those people.

Ms. Laney just doesn't seem to understand that her public comments and outbursts are hurtful and highly inflammatory. I tried to draw some correlation between what she does to humiliate us and others, with what has happened throughout history that has caused such pain and suffering to innocent people.

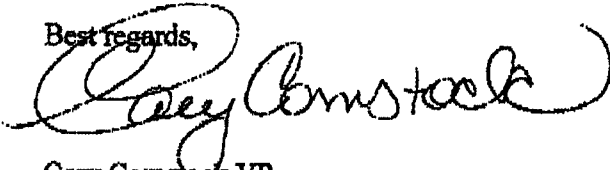
RECEIVED  
COMMUNICATIONS SECTION  
JAN 11 11 48 AM '08



Under no circumstances did I mention, insinuate or ever bring in to question that this had anything to do with her recent testimony in the Hall vs Villages of West Oak case, as I respect her right to bear witness. I was merely defending my company and my person from almost 3 years of public humiliation and defamation of character by Ms. Laney.

To date, we have taken no legal action against Ms. Laney.

Best regards,



Gary Comstock VP  
Southwest Property Management

RECEIVED  
2000 JUN 11 PM 6:45

Please help me to be able to videotape the entire board meeting on February 25

The Hammocks Homeowners Association of Orange County, Florida

Victoria Laney, Director  
830 Hammocks Dr.  
Ocoee, FL 34761  
Victoria.laney@gmail.com  
(407) 294-1651

Subject: Videotaping meetings, Definition of a meeting, retaliation

- I videotaped our board meetings for more than 3 years without any complaints. I sat in a chair in the front row and held the camera in my lap. If the battery needed recharging, I moved to the side of the room and plugged my camera into the wall.
- In January 2007, the room where we meet at the West Oaks Mall installed a soda machine, which apparently blew the circuits on one side of the room. The board would not let me plug into any outlet on the other side.
- On February 26, 2007, the board passed a rule saying the camera had to be placed in the back of the room, some 30 feet away from the board. They also stopped taking minutes of homeowner Questions and Answers. (Attached 3/9/07)
- The back of the room was noisy because the meetings are disorderly, and the Pepsi machine interfered with the recording. I could not hear, and the board refused to use a small wireless microphone placed at their table.
- I wrote to our HOA attorney to say that restricting the camera to the back of the room was not reasonable because I could not hear. I had no response.
- I complained to the mall, and they removed the soda machine. The sound on the tape was improved, but still poor.
- I was elected to the board in April 2007, and I am a Director.
- In May I was absent from the board meeting, so a friend videotaped. They asked her to leave the meeting on a pretext, and turned off the vide recorder.
- In June, I made a motion to change the rules to allow me to use the camera in the front of the room, while sitting with the other board members. It did not pass.
- I sit at the table with the other board members, and a friend operates the camera in the back of the room.
- In September I testified at a discrimination hearing in reference to another neighborhood. I testified as a private citizen, not a board member.
- At the November meeting, president Terri Ballard, with no advance notice or vote by the board, refused to let me videotape the Question and Answer portion of the meeting. There was a quorum present and we were conducting board business by listening to homeowners and responding to their questions and comments.
- There was no meeting in December. In January, she continued to refuse to let me videotape the Question and Answer portion of the meeting or take minutes.

Attached are draft letters that you can use to address the situation, draft model rules, and copies of my complaint to the Florida Commission on Human Relations. (27-92356H).

**Board promulgation of a rule concerning the use of recording devices in meetings.**

The Board hereby promulgates the following rule(s) concerning the video taping and audio taping of all Neighborhood official meetings as is described in Florida Statute 720. This shall include Board meetings, Architectural meetings and Member's meeting; *Statute 720.306 (10): RECORDING.--Any parcel owner may tape record or videotape meetings of the board of directors and meetings of the members. The board of directors of the association may adopt reasonable rules governing the taping of meetings of the board and the membership.*

1. The person audio or video taping shall be a parcel owner.
2. The person audio or video taping shall set up the taping unit in the back of the room in a predetermined spot as designated by the person chairing the meeting.
3. The person audio or video taping shall set up the equipment so as not to obstruct anyone's view nor shall the equipment emit any obtrusive noise.
4. Once the equipment is set up, the equipment shall not move from its location, nor shall the person or equipment move from the designated location in the room.
5. Should the recording cause any disruption or disturbance, the Chairperson shall move that the person/operator is found to be out of order and the person/operator will be asked to stop.
6. Should the disturbance continue, the person causing the disturbance shall be asked to leave the meeting.

**Board minutes**

The Board's minutes of their meetings shall be approved at the next Board meeting. Approval of minutes is at their discretion or tabled to another date or waived. Member participation in approving Board minutes is not applicable.

**Comments/Open forums in a Board meeting:**

As a matter of record, the member comment section in an agenda is purely optional whether the Board wishes to have a comment/Open Forum session or not. Board meetings are for the sole purpose of the Board to conduct their business and by State Statute, this must be noticed to the community. This meeting however does not preclude member participation unless they have followed the Association's guideline/rules for speaking on an agenda item.

Members may speak on agenda items and the rules are clearly spelled out in FS 720.303 (2)b.

"(b) Members have the right to attend all meetings of the board and to speak on any matter placed on the agenda by petition of the voting interests for at least 3 minutes. The association may adopt written reasonable rules expanding the right of members to speak and governing the frequency, duration, and other manner of member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for members wishing to speak. Notwithstanding any other law, the requirement that board meetings and committee meetings be open to the members is inapplicable to meetings between the board or a committee and the association's attorney, with respect to meetings of the board held for the purpose of discussing personnel matters.

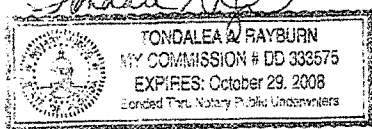
These rules were voted on by the Hammocks Board of Directors on February 26<sup>th</sup>, 2007. A Motion was made to accept these rules. The Motion was seconded and all approved. The Motion carries and these rules shall become part of the official rules of the Association.

I attest that these rules were adopted on February 26<sup>th</sup>, 2007 by The Hammocks Board of Directors.

Name Susan Goble  
Board position president

Date 3/9/07

Notary



3/9/07

The Hammocks Homeowners Association of Orange County

Victoria Laney, Director  
830 Hammocks Dr.  
Ocoee, FL 34761  
Victoria.laney@gmail.com  
(407) 294-1651  
(407) 883-0117 cell

CLARIFICATION OF FLORIDA STATUTE 720.306(10)

**Problem:** current legislation allows for “reasonable” restrictions on the use of recording devices. In our neighborhood, those restrictions limit our ability to make an accurate recording of the meeting. In addition I am prevented from videotaping the question and answer portion of board meetings.

**Suggestion:** Publish rules that protect the decorum of the meeting, as well as protect the rights of those who want to record.

**DRAFT RULE**

Rules for the use of recording devices in all neighborhood official meetings, as described in Florida Statute 720.306(10). This includes board meetings, including questions and answers from homeowners, annual meetings, member’s meetings, and meetings of official committees such as the Architectural Review Committee.

1. The person electronically recording the meeting shall be a homeowner, ~~or if not a homeowner, a party who has prior written consent of the chair of the meeting.~~
2. The person electronically recording shall set up the equipment so as not to obstruct anyone’s view nor shall the equipment emit any obtrusive noise.
3. Extension cords, microphones, power cables or other equipment shall be placed in a manner that will not pose a trip-and-fall hazard or other risk to public safety.
4. No one but equipment operators or their authorized representatives shall turn the recorder on or off or make any adjustments to the equipment.
5. Images and recordings of members of the Board and committees remain the intellectual property of The Hammocks HOA and may not be used for commercial purposes without express written consent.

DRAFT LETTER

Mr. Thomas Slaten, Jr.  
Larsen & Associates  
55 E. Pine Street  
Orlando, Florida 32801

Dear Mr. Slaten,

On February 16, 2008, the House Select Committee on Governance of Condominium and Homeowner Associations held hearings on Orlando. At the hearings, Victoria Laney, a member of the Board of the Hammocks Homeowners Association, let us view and listen to a videotape she made of the November 2007 board meeting of The Hammocks Homeowners Association. She made the recording in accordance with the rules promulgated on March 9, 2007, which require the camera to remain in the back of the room in a fixed position. After viewing the videotape, we do not find the rules to be reasonable. The plain legislative intent of Florida Statute 720.306(10) was to give homeowners the opportunity to videotape association meetings. On Ms. Laney's tape, the sound quality was poor, and we could not see the faces of those who were speaking. As a Director on the board, Ms. Laney has the right to bring her camera to the table and videotape while seated with the other directors and officers of the board.

Further, board President Terri Ballard refused to let Ms. Laney videotape parts of the November and January board meetings, specifically the Question and Answer sessions when homeowners bring their questions and concerns to the board, and the board responds. This is a meeting under Florida Statutes. A quorum of the board is present, and they are conducting board business by listening to homeowners. Not only must Ms. Laney be allowed to record the meeting, but also minutes must be taken of questions and answers.

Kindly advise your clients accordingly. We appreciate your assistance.

Copies:

Terri Ballard, President Hammocks HOA  
1029 Featherstone Circle, Ocoee, FL 34761

Gary Comstock, Vice President  
Southwest Property Management  
PO Box 7, Goth Florida 34734

Victoria Laney, Director Hammocks HOA  
830 Hammocks Dr., Ocoee FL 34761

**From: Howard C. Baugh**

*Member - Deer Run Property Owners Association*

*249 Lots.*

**To: Julio Robaina**

*State Representative, Florida House of Representatives*

**Re: Select Committee Investigation of Property  
Managers and Board of Directors**

- (1) Management contract between ~~Deer Run P.O.A. & Banyan Mgt.~~ was renewed in January 2008 prior to Board of Directors meeting discussed or voted upon by the Board of Directors. When this was questioned at the Jan BOD meeting, Keith Colombo, Board President asked for a vote. There was no discussion.
- (2) A vote to award a contract to clear 1 mile of the North canal bank was taken at the April 2007 BOD meeting. It was awarded to the low bidder. A look at the financials shows that the work was paid for before the vote was taken. Invoice was dated April 2, 2007.
- (3) Expenditure for purchasing food for the annual meetings in 2006 & 2007 was questioned on the basis that it would be against laws governing a tax exempt organization. At that point the president said he would pay for the food. Inspection of the financials proves that the food was paid from the associations' money both years.
- (4) Expenditure for giving a bonus to the property manager was challenged. When told that it was against the law, Keith Colombo, Director said "That's what you say Howard." The board voted to give a \$500 bonus to Rich Levy.
- (5) Expenditure in excess of \$20,000 was made for erecting a fence using our assessments. The vote for such expenditure did not meet the required threshold. This should have been funded by a special assessment. Materials used in erecting the portion of fence (chain link) is forbidden by the Association By-Laws.
- (6) Contract awarded to mow canal banks & road easements. Job was being done at a cost of \$23,000 annually. New contract made for \$55,000 annually with a life of 2 years. Previous contract holder was not asked to enter a bid. Previous contracts had a life 1 year.
- (7) Board passed a resolution to enable the board to change the documents by resolution. This was done in February 2006. The resolution stated that there was never a vote by the DRPOA, sufficient to change the documents. In December 2005, the Palm Beach County Clerk Office was presented a document stating that the requirements for a change were met. The documents were changed. Therefore the amended documents were recorded at the courthouse.
- (8) Services are being rendered by our association to a neighboring community and no billing for these services is being done.
- (9) Expenditures in excess of \$50,000 were made to install dry hydrants. Palm Beach County Fire Marshal addressed DRPOA meeting & told us that there was ample access to water from our multiple canals without the installation of dry hydrants. Expenditures violated our documents, using monies required for maintainance.





2

Date 05/07/07 Time 15:37:35

DEER RUN POA INC

Report # 0181 Page 0002

CASH DISBURSEMENTS

Starting Check Date: 4/01/07 Cash Account #: "All"  
Ending Check Date: 4/30/07

Check Date	Check #	Vend #	Name	Check Amount	Reference		
	Vchr-#	Invoice-#	Inv-date	Acct #	Eff-date	Amount-paid	Reference
	190	78518-33538	4/18/07	6020	4/18/07	45.91	78518-33538
	191	24078-11062	4/18/07	6020	4/18/07	65.12	24078-11062
	192	54662-18087	4/18/07	6020	4/18/07	33.10	54662-18087
						-----	
Totals:						144.13	

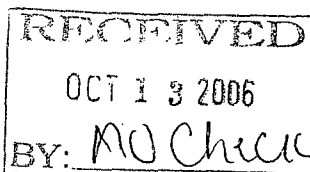
4/19/07 1109 GREEN RAY GREEN 3,100.00

Vchr-#	Invoice-#	Inv-date	Acct #	Eff-date	Amount-paid	Reference	
194	040207	4/02/07	6080	4/02/07	3,000.00	CANAL MAINT/SEEDING	
195	031507	3/15/07	6500	4/01/07	100.00	DIRT REMOVAL	
						-----	
Totals:						3,100.00	

Totals: 10,481.63

-- End of report --

(3)



Nedene carlson

From: homicide40@aol.com

Sent: Monday, October 02, 2006 1:31 PM

To: Nedene Carlson

Nadine could you cut a check for \$600. for the food for the annual meeting. Make the check payable to KIm Remen. This was approved by the Board at the last meeting. Bob Stevend

**Kim Culinary Creations**

2676 Fawn Drive

Loxahatchee, Florida, 33470

DATE 10-3-06  
 CODE 5040  
 APPROVED \_\_\_\_\_

**DRPOA**  
**Annual Meeting**  
**October 10, 2006**

**Appetizer Menu**

Sweet & Sour Cocktail Meat balls  
 Chicken Wings  
 Weiners in a Blanket  
 Egg Rolls  
 Sesame Noodle Salad  
 Assorted Chips and Dips  
 Brownies & Cookies  
 Beverages  
 Plates, cups, napkins and plastic ware

Fee:	\$474.00 (Food for 50 people)
Service Charge*:	<u>90.00*</u>
	\$564.00
Tax:	<u>36.00</u>
<b>TOTAL:</b>	<b>\$600.00</b>

Setup for 7 PM, clean and depart by 10 PM

\*19% Service charge on the fee. (Pantry fee, setup/breakdown, serving equipment, loading/unloading equipment, etc.)

\_\_\_\_ Bob Stevens

Accepted: Deer Run Property Owners' Association: Approved by the Board at the Sept 15, 2006 meeting

Payment due the evening of the event. Check made payable to: Kim Remen


10/2/2006

MARIO THE BAKER

9/07/07

CHECK NO.  
001168

OU.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
266	090707	9/07/07	214.92	214.92	.00

~~MAILED~~ no check  
SEP 11 2007 

DEER RUN POA INC. Total: 214.92

Meeting Sep 11.

23





# FAX

To: Richard Levy From: Mina@MarioTheBaker  
Company: \_\_\_\_\_ Page: \_\_\_\_\_  
Fax: \_\_\_\_\_ Date: \_\_\_\_\_  
Re: \_\_\_\_\_ CC: \_\_\_\_\_

Here is a proposal for the 15 pies and assorted beverages as you requested. We can of course change any combinations if you are not happy with what I have chosen. Please let me know if I can be of any further assistance Thank you ...

Mina Scinicariello

**1007 N STATE ROAD 7 ROYAL PALM BEACH**

Proposal for Richard Levy  
for Tuesday Sept. 11th

- 3 Large Cheese @ 10.00 each = \$30.00
- 2 Large Pepperoni/Sausage \$13.00 each = \$26.00
- 2 Large Sausage/Green Pepper \$13.00 each = \$26.00
- 2 Large Meatball/Onion \$13.00 each = \$26.00
- 2 Large Mushroom/Onion \$13.00 each = \$26.00
- 2 Large Tomato/Basil \$13.00 each = \$26.00
- 1 Large Meatball/Sausage \$13.00 = \$13.00
- 1 Large Mushroom/Black olives \$13.00 = \$13.00

15 bottled waters @ 1.50 each = \$22.50  
35 canned sodas assorted @ 1.25 each = \$43.75

---

252.05  
16.40  

---

\$ 268.65  
- 20% discount \$ 53.73  

---

Total \$ 214.92

AP  
8/31  
Bob STEVENS  
Pres.



**Deer Run Property Owners Association, Inc.**  
**Board of Directors Meeting**  
ROYAL PALM BEACH CULTURAL CENTER  
151 CIVIC CENTER WAY, ROYAL PALM BEACH, FL 33411

Tuesday November 13, 2007  
7:00 P.M.

**AGENDA**

1. Call to Order
2. Proof of notice
3. Reading and approval of minutes of October 9, 2007 meeting
4. Review of Financials
5. Manager's Report
6. Committee Reports
  - Legal
  - ARC
  - Violations
  - Roads & Easements
  - Back Gate and Fence Security
  - Equestrian
  - Pump house & canals
7. Old Business
  - Canal Maintenance
  - Paving bids
8. New Business
  - 2008 Budget approval
  - Christmas bonuses
  - Violation enforcement procedures
9. Correspondence
10. Comments- limited to 3 minutes per person; total allotted time 30 minutes
11. Adjournment

4

CASH DISBURSEMENTS

Starting Check Date: 12/01/07 Cash Account #: "All"  
Ending Check Date: 12/31/07

Check Date	Check #	Vend #	Name	Check Amount	Reference
------------	---------	--------	------	--------------	-----------

Cash account #: 1012 COLONIAL BANK OPERATING

12/08/07 1205 DEERRU DEER RUN PROPERTY OWNERS ASSN 833.33 DEC RSV TRFR

Vchr-#	Invoice-#	Inv-date	Acct #	Eff-date	Amount-paid	Reference
315	RSV TRFR	12/08/07	9000	12/08/07	833.33	DEC RSV TRFR

12/08/07 1206 GREEN RAY GREEN 4,592.00 DEC 07 MOWING

Vchr-#	Invoice-#	Inv-date	Acct #	Eff-date	Amount-paid	Reference
316	120107	12/08/07	6045	12/08/07	4,592.00	DEC 07 MOWING

12/08/07 1207 LEVY RICH LEVY 500.00 HOLIDAY BONUS

Vchr-#	Invoice-#	Inv-date	Acct #	Eff-date	Amount-paid	Reference
318	120107	12/01/07	5050	12/01/07	500.00	HOLIDAY BONUS

12/08/07 1208 PAVLIC S. PAVLICK 125.00 DEC07 LAWN SVC

Vchr-#	Invoice-#	Inv-date	Acct #	Eff-date	Amount-paid	Reference
314	1207	12/08/07	6050	12/08/07	125.00	DEC07 LAWN SVC

12/08/07 1209 STJOHN ST JOHN, CORE & LEMME PA 2,647.43 SEP-OCT07 LEGAL FEES

Vchr-#	Invoice-#	Inv-date	Acct #	Eff-date	Amount-paid	Reference
317	1450I	12/08/07	5060	12/08/07	2,647.43	SEP-OCT07 LEGAL FEES

12/19/07 999999 (M) PPL PPL 33.09 78518-33538 AUTOPAY

Vchr-#	Invoice-#	Inv-date	Acct #	Eff-date	Amount-paid	Reference
324	78518-33538	12/19/07	6020	12/19/07	33.09	78518-33538 AUTOPAY

12/19/07 999999 (M) AT&T AT&T 53.17 561-333-9263 AUTOPAY

Vchr-#	Invoice-#	Inv-date	Acct #	Eff-date	Amount-paid	Reference
325	561-333-9263	12/19/07	6030	12/19/07	53.17	561-333-9263 AUTOPAY

12/26/07 1210 ANSWER ANSWER ALL 45.00 100 TELEPHONE TRANSACTION

Vchr-#	Invoice-#	Inv-date	Acct #	Eff-date	Amount-paid	Reference
326	12/2-1/23	12/26/07	5010	12/26/07	45.00	100 TELEPHONE TRANSACTION

12/26/07 1211 BANYAN BANYAN PROPERTY MANAGEMENT 1,900.00 JAN MGMT FEE



**DEER RUN ROPEYTY OWNERS ASSOCIATION  
BOARD OF DIRECTORS MEETING  
ROYAL Palm Beach Civic Center  
November 13, 2007**

**CALL TO ORDER:** Rowan Hughes called the meeting to order at 7:01 p.m.

**ESTABLISHMENT OF A QUORUM:** Present were Keith Colombo, and Elaine Pietrzak, and Rowan Hughes. Absent was Bob Stevens and Laurelle Balog.

**PROOF OF NOTICE:** An affidavit of the meeting notice was supplied by Banyan Property Management. A meeting notice sign was posted on the community bulletin board by Chet Pietrzak October 30, 2007, 14 days prior to the meeting.

**READING AND APPROVAL OF THE MINUTES:** Rich Levy of Banyan Property Management read the minutes of the October 9, 2007. There was correction brought up by Keith Colombo under Gate & Security to reflect vehicle traffic from Deer Run To White Fences was more than 2 to 1 to justify the clicker fees.. **Motion** by Laurelle balog, seconded Keith Colombo to accept the minutes as corrected. All yes, motion carried.

**FINANCIAL REPORT:** Rich Levy provided the following information of the Association's cash position as of 10/31/07. The board was provided with complete sets of financial statements:

Operating account	\$ 102,572
Reserve account	\$182,245
Accounts receivable	\$ 29,291
Other assets	\$10,443
Total assets	\$324,552

The budget for 2008 was reviewed and discussed by line item.  
Rowan Hughes asked for Volunteers to sign up to serve on committees

**COMMITTEE REPORTS:**

LEGAL: No report

**ARC; Chet Pietrzak** received the following applications:

Lot 83	Barn	Disapproved
Lot 87	Barn	Approved
Lot 201	Temporary structure	Pending

**ROADS AND EASEMENTS;** the board agreed to table any action on resurfacing Deer Run Blvd. since Bob Stevens was away. Elaine Pietrzak suggested we could delay resurfacing another year and just have the potholes repaired. In areas needed.

**GATE AND SECURITY:** Keith Colombo stated White Fences will be charging Deer Run residents a \$20 clicker fee to use their gate. In return Deer Run will charge White Fences residents a \$20. registration fee.

**CANAL MAINTENANCE:** Other than the repair of the breach along the L8 canal there is no maintenance required.

**PUMP HOUSE:** Keith Colombo stated they are trying to find an engineer to sign off on the existing permit for the pump.

**MANAGER'S REPORT:** A Manager's report was provided to the board for review. See attached:

**NEW BUSINESS:**

**BUDGET 2008:**

Keith Colombo motioned to approve the 2008 budget as presented in the mailing to owners. Elaine Pietrzak seconded the motion. The motion carried unanimously.

**CHRISTMAS BONUS:** Keith Colombo made a motion to give Rich Levy a \$500 bonus. Elaine Pietrzak seconded the motion. All approved.

**VIOLATIONS:** Lot 9 is at the attorney and failed to meet mediation requirements to clean up his lot. It was noted in the manager's report that lot 69 and lot 30 were sent final notices to comply with their violations and the next step would be to turn the matter to the attorney.

**Collection action:** The following accounts requested action by the attorney.

Lot 148	Lien tabled
Lot 200	Foreclosure Tabled
Lot 106	Foreclosure Tabled

**ADJOURN:** Motion by Keith Colombo, seconded by Elaine Pietrzak to adjourn the meeting the meeting adjourned at 8:55 P.M.

**DEER RUN PROPERTY OWNERS ASSOCIATION, INC.**

*C/o CMC Management, Inc.  
2994 Jog Road, Suite B  
Greenacres, FL 33467  
(561) 641-1016; FAX (561) 641-9118*

**BOARD OF DIRECTORS MEETING – OCTOBER 18, 2005**  
**WELLINGTON COMMUNITY CENTER**

**CALL TO ORDER:** Rowan Hughes called the meeting to order at 7:07 p.m.

**PRESENT:** Keith Colombo, Rowan Hughes, and Bob Stevens

**ABSENT:** Laurelle Balog and Winston White

**APPROVE MINUTES:** Rich Levy read the Minutes of August 16, 2005. There was one correction noted. (Keith Colombo motioned to approve the minutes of July 19, 2005) Keith Colombo motioned to approve the minutes of August 16, 2005 as corrected. Bob Stevens seconded the motion. All approved.

Rich Levy read the minutes of September 20, 2005. There was one correction noted (Rowan Hughes stated approximately 6 miles of fence would be needed) Bob Stevens motioned to accept the minutes as corrected. Keith Colombo seconded the motion. All approved.

**TREASURERS REPORT:** Rich Levy provided a Financial Report for the period ending September 30, 2005.

Total Assets	\$48,916
Reserve Assets	121,278
Other Assets	<u>31,290</u>
Total Assets	\$201,485

**OLD BUSINESS:**

**Resignation:** Winston White sent a letter of resignation to the Board citing family and work conflicts. Keith Colombo motioned to accept the resignation. Bob Stevens seconded the motion. The resignation was accepted.

**Appoint Board Member:** Keith Colombo made a motion to appoint Elaine Pietrzak to replace Winston White and fulfill his position till December 31, 2005. Bob Stevens seconded the motion. All approved.

Ratify Amendments: At the Annual Meeting held September 20, 2005, the membership voted 50 for 15 against to approve the amendments to the restrictions. The negative vote of 15 represents less than 20% of the membership. Keith Colombo made a motion to ratify the amendments. Elaine Pietrzak seconded the motion. The motion passed 4 – 0.

Budget Meeting: A proposed Budget needs to be mailed 14 days prior to the meeting. Rowan Hughes set a Budget Committee meeting for Thursday, October 27, 2005 at 6:30 at his house.

**NEW BUSINESS:**

Enforcement Committee: Three homeowners offered to help inspect the Community and cite violations:

Ken Hammerman	Lot 93
Christy Pitcher	Lot 220
Kim Byrne	Lot 239

They will work with Rich to systematically review discrepancies in a non-selective manner. They will follow guidelines set up.

Committee Reports: Legal

Keith Colombo expressed dissatisfaction with CMC's mishandling an estoppel for Lot 68 that overlooked a violation that was under litigation. They will request reimbursement of legal costs from CMC.

Arc: Chet Pietrzak

Lot 228	Fence Approved
Lot 7	Barn Approved
Lot 122	dressage Mirrors Approved
Lot 140	House Plans Approved
Lot 219	Barn Pending from 2004/Committee will review permits

Lamour Lot 102 Easement Violation:

The Lamours threatened to close off the canal bank of the Association did not repair the canal bank. They were given 10 days to remove the obstruction. Rowan Hughes suggested we wait till the dry season before adding anymore dirt. Keith suggested we get bids for putting sod along the canal banks.

Canals Drainage and Pump:

The pump was serviced by Everglades Equipment. A new double walled 1000 gallon fuel tank was installed and the old tank was removed. John Meyers of Code Enforcement requested a permit be applied for, for the pump house. Rowan Hughes stated an engineers drawing must be submitted. The pump is on Mc Fails property in White



Fences: Bob Stevens received 2 bids for fence:

Fritzmassie	40,818	8 ft.	2,500 ft.
Richard Eiger Fence	18,000	6 ft.	2,000 ft.

This is for a perimeter fence bordering Lots 34, 35 and 1. Keith Colombo said he didn't know if the fence was a "betterment" and would check with legal council if it was a concern to the rest of the board. The fence style is chain link, must be approved. The Board will put it in next years Budget if it is legal.

Rich Levy reported Superior Waterways will treat the canals again at no charge. The product they used was not effective and the manufacture of the chemical is supplying them with another application.

Roads and Easements: Bob Stevens reported the front entrance was complete and Wood Pecker Court was paved. Rowan Hughes mentioned D & B Paving will be doing some additional repairs on Fawn Drive. They will supply the rock for the Dry Hydrant areas. Bob Stevens mentioned John Pless will be filling some washout areas along the canals.

Gate Fence and Security: Keith Colombo reported a new motor was replaced. The transformer was coming lose from the outlet. That was why the clickers were not working. One camera is to be repaired. Rowan recommended another camera be installed at the call box.

Beautification: Chet Pietrzak reported the new sign will be ready Friday. They need to install lighting. Chet got an estimate for a new Plat Map of Deer Run for \$735 for the Bulletin Board. He also got a new meeting notice sign for \$65. Rowan Hughes suggested the Bulletin Board be moved to the front near the bicycle rack. The camera can monitor that area. Bob Stevens motioned to approve the expenditure for a Plat Map for \$735. Keith Colombo seconded the motion for discussion purposes. The motion passed 3-0. Keith Colombo abstained.

**OTHER BUSINESS:** Rowan Hughes and Keith Colombo received proof of some owners operating a business by some owners. It was suggested the owners are operating a stall rental business that is a Covenant Violation, commercial use of property.

Communications: Rowan Hughes suggested the Community have a Halloween Trick or Treat Drive, Monday from 3:30 to 6:00. Rich will post the notice on the internet.

**ADJOURN:** Bob Stevens motioned to adjourn the meeting. The meeting adjourned at 8:55 p.m.

6

**Dear Residents of Deer Run;**

We would like to take this opportunity to express to each of you, some very concerning issues that are currently affecting all of us in Deer Run. The decision to write each of you has not been an easy one, however, we felt that everyone has the right to know and understand decisions that are, and have been made by current board members. It is our hope, that each of you, based on these facts, will form your own opinions. At the very least, if you have any concerns, you'll become involved, ask questions and expect answers. Paying dues and hoping to be left alone can be counter productive for the community or the investment in our homes.

**Are our homeowner dues being spent responsibly?**

The 2007 budget drafted by our board, (you should have received a copy) reflects a \$30K expenditure toward canal and roadway mowing. The amount paid for this work in 2006 was \$23,800 (as stated by the board). The 2007 budget was written & mailed to you after obtaining only 2 bids & signing a new contract in November 2006 for this work. The supposedly \$30K contract was awarded to a Deer Run homeowner not in the business of landscaping.. During the monthly meeting in January, a homeowner stated they had knowledge the budget amount was inaccurate. The board responded the contract was actually for \$48K. After obtaining a copy of this contract the next day from that same board member, it was discovered the actual contract amount is \$55,100.00 Almost more than double the budget amount, more than the bid from Wellington Pro and not for a typical 1 year contract but 2 (\$110,200.00).

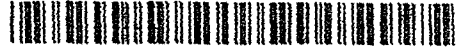
At the last meeting, the board was asked if there was a specific criteria in place for obtaining bids (especially for substantial expenditures) to assure the community is securing fair and accurate contracts. Especially if community homeowners are going to be the recipients of such contracts, which is often the case. Doing so, not only stands up to scrutiny but also assures the community funds are being spent wisely. The board replied "no specific numbers of bids are required". They "try" to get bids, but its "difficult" to get people or businesses to respond.

**Are dues being spent inappropriately?**

Current board members took the liberty to spend \$25,000 to "secure" Deer Run from trespassers by fencing 2 lot owners Northern most property line. These property owners are in a heated dispute with a neighbor outside the community who had already put up a fence in the same spot.. There is no entrance into the community anywhere near these lots which is completely separated from Deer Run by a continual canal. A proper majority vote was not received from the Deer Run community and the board went ahead with this expenditure on property that does not belong to the community. Also 6' chain link fence is specifically prohibited in the by-laws. Did the board serve the community's best interest in starting the "perimeter fencing" where no trespassing occurs? No. Did the fence increase tensions with the neighbor and help to make it news worthy for the Palm Beach Post? Probably. Note: The entrance into Equestrian Estates @ White Fences on Sycamore has a farm gate that is open for anyone to enter at any time of day or night, Therefore anyone is able to come and go into White Fences and Deer Run completely undetected! That seems a waste of 6 security cameras at Lion Co. Road

The current board is set to put additional monies into the front entrance (adding 3 board fence, planting palms, clearing, etc.). There is no denying the entrance is greatly improved, however, this is not Deer Run owned common area. Deer Run residents legally only have usage of the roadway ingress/egress. The board says Lion Country Safari gave approval for the many projects we have invested in thus far. A copy of the agreement was requested but as of this letter none has been received. The reality is that this isn't our property. Not only that- the entrance lot is slated to become the Okeechobee Blvd. extension. Lion Country Safari will be paid the land value plus any improvements for this lot by the county when this happens – not the Deer Run residents who paid for the improvements. More importantly, by law, our community is not allowed to spend association dues for the "improvement" of property that does not belong to us. The entrance gate itself is encroaching 2' onto the adjoining lot in Fox Trail. The sprinkler pump for the landscaping on Lion Country Safari property was also installed on their property without their permission, necessary permits, at our expense. The board is now committed to appease the owner of the lot to keep him from removing these items.

7



CFN 20050790178  
CR BK 19724 PG 0440  
RECORDED 12/28/2005 15:53:51  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0440 - 454; (15pgs)

Return To:  
David A. Core, Esquire  
Will Call Box 110  
ST. JOHN, CORE & LEMME, P.A.  
1601 Forum Place, Suite 701  
West Palm Beach, Florida 33401  
(561) 655-8994

**CERTIFICATE OF RECORDING OF THIRD  
AMENDMENT TO THE DEER RUN DECLARATION OF COVENANTS,  
RESTRICTIONS AND CONDITIONS**

I HEREBY CERTIFY that the Third Amendment to the Deer Run Declaration of Covenants, Restrictions and Conditions, duly approved by the members of the Deer Run Property Owners Association, Inc., and by the Board of Directors of the Deer Run Property Owners Association, Inc., in accordance with provisions of said Declaration is attached hereto as Exhibit "1" to this Certificate of Recording. The original Deer Run Declaration of Covenants, Restrictions and Conditions is recorded in Official Records Book 3045, Page 411, et seq., of the Public Records of Palm Beach County, Florida.

DATED this 28<sup>th</sup> day of DECEMBER, 2005.

WITNESSES:

Sign Maryann L. Valliere  
Print Maryann L. Valliere

Sign David A. Core  
David A. Core, Esq.  
Attorney for Deer Run Property Owners  
Association, Inc.

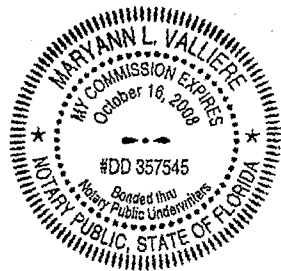
Sign Sarah Wilson  
Print Sarah Wilson

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH    )

BEFORE ME personally appeared David A. Core, who is per did take an oath, to be the individual who executed the foregoing instru before me that he executed such instrument as Attorney for Deer Run Inc.

WITNESS my hand and official seal this 28<sup>th</sup> day of 1

(SEAL)

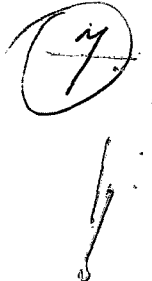


NOTARY PUBLIC

Sign Maryann

Print Maryann L

State of Florida at Large  
My Commission Expires:



Deer Run Property Owners Association, Inc.

RESOLUTION OF THE BOARD OF DIRECTORS

Dated: \_\_\_\_\_

Whereas, the Board of Directors of Deer Run Property Owners Association, Inc., ("Association") met at a duly called and noticed meeting on February 21, 2006;

Whereas, portions of property subject to the Declaration of Covenants, Restrictions and Conditions of Deer Run ("Declaration"), which property is included within the perimetrical boundaries of unit owners' lots, adjoin property not subject to the Declaration;

Whereas, the Board of Directors has received complaints from lot owners regarding alleged nuisances, safety issues and other concerns affecting the lot owners' quiet and peaceful possession of their property, which have emanated from or been caused by the use of such adjoining lots by their owners or by occupants of such lots;

Whereas, the Association has the power and authority under the Declaration to use funds collected by the Association to maintain and operate the facilities that may be owned by the Association or otherwise are to be maintained and operated by the Association, and to use such funds for the improvement of Deer Run and for the benefit of the owners and inhabitants of Deer Run, and for the promotion of the peace, health, comfort and safety or general welfare of the owners or inhabitants of Deer Run;

Whereas, the By-Laws of the Association were enacted in 1979;

Whereas, the By-Laws of the Association require in Section 6.01 that the Association create an account for the expenditure of common expenses for betterments to the community, including capital expenditures for additional improvements or additional personal property;

Whereas, Section 6.02 of the By-Laws expressly requires that the Association budget sums annually for a betterment account;

Whereas, Section 6.02(d) of the By-Laws limits to \$1,000.00 the amount the Association may expend from the mandated betterment account and mandated annual budgeted amount, without first obtaining the approval of a majority of the total votes of the Association;

Whereas, the Board of Directors, in the entire history of Deer Run, has not obtained (a) a majority vote of the total votes of the members on any matter submitted to the members for a vote, or (b) a majority vote of the total votes *for* or *against* any matter;

Whereas, Article VIII of the By-Laws requires the approval by 75% of the directors and 75% of the total votes of the members, or by 80% of the total votes of the members alone, to amend any provision of the By-Laws, making amendments nearly impossible as a practical matter;



Whereas, the Board of Directors has determined that the By-Laws intended for the Association to provide its members a means by which the Association could provide for additional improvements to the property and make capital expenditures by virtue of the mandate for a specific account for betterments and the budgeting of such account;

Whereas, the Board of Directors believes that the expenditure of Association funds for betterments, in a significant amount, should be put to a vote by the members at a duly called and noticed meeting of the membership;

Whereas, the Board of Directors believes that the \$1,000 limitation established in the original By-Laws is an unrealistic, impractical and unworkable limitation, given inflation generally since 1979, the practical impossibility of amending the By-Laws, and the costs, generally, for any substantial improvement to the properties that almost certainly would exceed \$1,000.00; and,

Whereas, the Association from time to time is faced with a legitimate, pressing need to fund the construction or installation of property, facilities and equipment to protect the community and its members;

NOW, THEREFORE, upon motion made and duly seconded, the Board of Directors approved by a vote of not less than a majority of the Board the following resolution:

1. The above findings, conclusions and statements are incorporated fully in this resolution and are not mere recitals.
2. An appropriate dollar value for consideration by the Association as a limitation for expenditures for betterments requiring a vote of the members is and should be \$10,000.00.
3. Given the fact that no majority vote of the members has been attained for any item or expenditure by the Association, the vote of the membership required to approve the expenditure of funds for betterments exceeding the \$10,000 dollar limitation set forth above should be a majority of those owners voting, in person or by proxy, at a meeting at which a quorum is present.

RESOLVED this \_\_\_\_ day of February, 2006.

Deer Run Property Owners Association, Inc.

By: \_\_\_\_\_  
Signature & Title

Attest: \_\_\_\_\_  
Secretary

7

# AMENDMENTS

YES

TOTAL # 47

Thomas Isaac

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

~~John W. Kelly~~

~~\_\_\_\_\_~~ CMC

NO

TOTAL # 48 <sup>Im</sup>

John W. Kelly <sup>PC</sup>

\_\_\_\_\_  
7000 6/10/00

(7) (9)

J. Balog - 51

K. Colombo - 56

R. Hughes 48

E. Pietrzak 56

R. Stevens 56

L. Belkova 12

~~J. Malazia 1~~

	<u>Yes</u>	<u>No</u>	
Amendment	50	15	- 65
Hydrants	52	13	- 65

Sept 20 2005

---

8

Estates, and they will be responsible for the costs incurred on the pump, pump maintenance and fuel. The expenses incurred from January 2000 to August 2001 have totaled \$24,162.16. According to the agreement, Deer Run' costs will be \$15,222.16, White Fences - \$4,175 and Walter McPhails' - \$4,834. There is a dispute with Mr McPhail, of \$1242, which is unpaid to date and will remain so until tri-party agreement is signed. The outstanding amount owed by White Fences is approximately \$3,349.00. CMC will look into what actual costs are outstanding and bill the other communities. Within the tri-party agreement, Deer Run is responsible for 63% of the costs, Equestrian Estates - 20%, and White fences - 17%.

#### NEW BUSINESS

The perimeter canal needs to be cleaned out and dredged and the dirt left along the outside.

Bob will check with David Core, the community's Attorney regarding re-compliance on a barn.

15  
4

An audit was suggested, and CMC will give recommendations on CPA's.

Discussion followed regarding paving concerns. Two to three acres of fill was excavated by a property owner and then sold. During this process, the trucks carting the soil away destroyed the road - will look into filling an insurance claim.

An issue regarding a claim of discrimination has been resolved based on given information.

Bob thanked everyone on the Board for all their hard work and personal time dedicated to helping everyone within the Deer Run community.

Meeting was adjourned at 8:40, motion by Carl and seconded by Bob. All were in favor.

Respectfully submitted

Approved by

Beth Miller  
CMC Property Management

Howard Baugh  
President, BOD

9

HOWARD C. BAUGH  
19802 Egret Lane  
Loxahatchee, Florida 33470

March 4, 2005

David Core, Esq.,  
1601 Forum Place  
Suite 701  
West Palm Beach, FL 33401-8106

Email: doc@stjohn-core.com

Re: DRPOA

As the attorney for the DRPOA, I felt it my duty to bring to your attention the fact that the Board of Directors of DRPOA has willfully acted, and is willfully acting in violation of the bylaws.

In 2004 the Board expressed their intention of installing dry hydrants in the community. At that time I informed them that such action would run a fowl of the bylaws, as the Board had no authority to use monies, meant for maintenance, to finance capital projects.

At every meeting of the Board, when this matter was discussed, I reminded the Board that their impending action would be illegal, and that I would seek to have the matter addressed in Court.

I was ignored, and a contract was entered into to install five hydrants at a total cost of \$40,000.00, with another \$40,000.00 budgeted for 2005. This is being done at a time when maintenance of the roads, and canals are sorely needed.

To bring maintenance up to an acceptable standard, it would need all the money presently at our disposal.

The Board, by its action, stand to put in jeopardy, an existing lawsuit against White Fences. This lawsuit hinges on White Fences' non-compliance with the section of the bylaws regarding ingress/egress easements. DRPOA are also contemplating lawsuits for non payments of assessments, and wherein such action is recommended by the bylaws.

Should DRPOA fail to prevail in these suits due to the egregious action of the Board, and should there be any monetary losses come to bear in the contract to install the hydrants, the Board should be held jointly responsible to reimburse the Association.

The minutes of the Board Meeting of 1/21/05 clearly shows that the Board was aware of the correct course they should have taken, but decided against it, because they felt the Association would not vote for the expenditure. Hence they decided to willfully act in violation of the bylaws.

At the Board Meeting of 2/15/05, I was denied an opportunity to explain that the minutes of the previous

*NOT*  
meeting did truly reflect the discussion about the hydrants. I was stopped from speaking, by Keith Colombo who was chairing the meeting. I was also told by Laurelle Balog that I was out of order.

I think it is now time that you were made aware of this matter, to allow you to go ahead and advise the Board of the outcome of their action.

Very truly yours

Howard C. Baugh  
Property Owner of DRPOA

# **CYBER CITIZENS FOR JUSTICE, INC.**

CCFJ, Inc. Headquarters  
1156 Tall Oaks Road  
DeLand, FL 32720-1225  
Phone: (386) 740-1503  
E-Mail: [board@ccfj.net](mailto:board@ccfj.net)  
Web Pages: <http://www.ccfj.net/>



***"From Justice As A Foundation All Rights Flow"***

PRESENTATION SELECT COMMITTEE ORLANDO  
FEBRUARY 16, 2008

Honorable Representatives, Ladies and Gentleman,

My name is Jan Bergemann, and I'm president of CCFJ, a grassroots organization trying to create legislative reforms regarding mandatory associations. We are working with owners, for owners and for the benefit of owners! I was a member of the HOA Task Force Governor Jeb Bush created in 2003. But, with three homeowners opposing ten industry representatives and two government agency employees voting with the industry you can imagine that our input was very limited. We were able to push a few very good reforms, but without giving owners a simple tool for enforcement of these statutes even the best laws will not help.

The most ridiculous sentence in the existing statutes can be found in FS 720.302(2): *The Legislature recognizes that it is not in the best interest of homeowners' associations or the individual association members thereof to create or impose a bureau or other agency of state government to regulate the affairs of homeowners' associations.*

Best interest of whom: The attorneys and service providers? One thing is sure: It's definitely not in the best interest of the homeowners!

This sentence is long outdated, makes absolutely no sense and should be the first sentence deleted in a rewrite of FS 720. In 2004 more than 2.2 million homes were located within mandatory homeowners' associations. That's a lot of families who depend on statutes that are

only enforceable if you have lots of spare change at your disposal. If the legislature finally creates a regulatory agency for HOAs, combine it with the Condo Division and charge \$4 annually for each home, you will have a huge amount of funds available to build the Cadillac of regulatory agencies -- with enforcement and education. Plans are ready to roll and can be fully implemented within a year! But the Division has to be revamped and staffed with people willing to do the work. I guess you are all aware that we are collecting funds to sue the Division for failure to do the job – and we have nearly reached our financial goal. Considering that most of the donations received for that purpose were in the \$10 - \$50 range, you can see how many unhappy condo owners it took to reach this goal. Actually, we are waiting for the newly appointed secretary, hoping to finally see a secretary willing to do the job required to create a functioning agency that is not giving our government a black eye! Otherwise, we will go forward with our lawsuit as planned. A Tallahassee law firm is waiting for our: GO! Owners need a place to turn to, to get official answers and a place where arbitration finds fast and inexpensive solutions.

I hope you are aware that many owners paid higher special assessments to their associations than they paid for property tax and property insurance together. The Florida legislature could easily put a stop to financial mismanagement, uncontrolled spending, and even clear embezzlement in our associations and stop the financial bleeding many of our neighbors just can't afford any longer. We need enforcement and accountability of the people in charge.

Fair elections are considered the foundation of democracy. I can assure you that many Banana Republics have fairer elections than we see in our associations. Elections in associations are plainly a joke and a sitting board can stay in power forever, surviving the challenge of opponents by using holes in the election provisions that are bigger than the holes in Swiss Cheese.

- I'll give you some examples:  
Ballot voting with two-envelope system: Sitting board gets ballots, outer envelope shows who mailed ballot. Any ballot from opponent goes in the shredder, not in the ballot box.



- **Nominating Committee:** The sitting board appoints a “friendly” nominating committee that only nominates the sitting board members. When ballots are sent out, already determining the outcome of the election, all opposing candidates are told that they can nominate themselves from the floor. Too late, because the majority of votes already have been cast.
- **Another popular method:** Fine opponents and their friends a few days before the annual meeting and declare that they are not eligible to vote or run for office – “members not in good standing.” A few checks for monthly dues are “misplaced” and owners are told at the meeting that they can’t vote since they are not members in good standing. Checks are “found” the next day!
- **And if everything goes wrong for the sitting board, they – or their attorney – can still declare the meeting closed because of lack of quorum – even if the room is full of people. The going explanation: Sue us if you don’t like it!**

**These are just a few examples of a multitude of tricks to keep the old board in power. Please understand that association attorney and the management company are very interested in keeping the old board in power. They guarantee continued income!**

**We are seeing abuses on a daily basis. From levying speeding fines – just based on observations – to threats and intimidation to blackmail attorney’s fees out of owners – without being the prevailing party according to the statutes, we are seeing it all. Simple record requests can cost a fortune – as you have heard – and it is not a matter of ability to provide the records – there are many simple methods available -- it is a matter of knowing there is nobody willing to force the boards and management companies to show these records!**

**But the biggest problem for owners: No place to turn for help – or just plain information. Desperate owners trying to get simple information are being told by government agencies: HOAs are not regulated. Please contact an attorney for information!**

AARP and LULAC (League of United Latin American Citizens), the two biggest consumer organizations in our nation, have recognized that HOA reforms and regulation are necessary. The AARP published the *BILL OF RIGHTS for HOMEOWNERS in ASSOCIATIONS*, caused by listening to the complaints of their members.

This Bill of Rights is actually a bill template. With the help of the author of the AARP Bill, David Kahne and other owner-friendly experts from around the nation, we have rewritten the Florida HOA statutes, using the proposals of the AARP Bill to word a bill that follows the guidelines of the template. David Kahne was guest and main speaker at our HOA +Condo Conference in Broward County on February 2. Kahne explained the reasoning behind this important bill – important for the protection of the many families living in mandatory associations.

Going into details would be too complicated and take too much time. You find our bill proposal at:

<http://www.ccfjedu.net/HOABILL2008.html>

Honorable Representatives, please consider that many of your constituents are looking at you, hoping that you will finally listen to the owners whose homes are under siege! We owners need your help!

Many owners really appreciate your willingness to listen, trying to help. One owner in Miami wrote me after last Saturday's meeting in Miami Beach: "If I would have known they really mean business, I would have been there. But over the time we heard too many promises – and nothing ever happened!"

In the name of many owners: Thank you, Representatives, for giving owners some hope that something will finally happen to stop the abuse, financial mismanagement, uncontrolled spending, and even clear embezzlement in our associations.  
Thank you for listening to our concerns!

## List your main issues:

### Background/Issues:

- Levitt and Sons, the developer, filed for Chapter 11 bankruptcy on Nov 9, 2007.
- This bankruptcy filing had a serious negative impact on approximately 48 communities (33 active adult and 15 family) encompassing approximately 14,700 building lots (10,629 active adult and 4,071) family, and 1,248 sold, but yet built (depositors) lots (767 active adult and 481 family), mostly in Florida. Many of these communities, like ours, were 55 years and older developments consisting mostly of retired people who have invested much of their life savings in their homes, live on a fixed income, and with the potential negative financial impacts discussed below may lose their home and have to file for bankruptcy. In fact, homes in our retiree have already been foreclosed, or are about to be foreclosed. Homes in this type of development are literally unsaleable as the amenities are only partially completed, in some communities not even started, and what will become of the remaining lots is simply unknown.
- Our community, the Cascades of Groveland, serves to give insight in to the disarray left behind by the developer when there are not clear cut laws and financial protection for homebuyers in these communities. Even the HOA itself, is left without direction and a clear cut set of legal directives to keep the community afloat during this time frame.
- At completion the development was supposed to consist of 999 homes. Presently there are 230 finished/closed homes. There are also 45 prospective homeowners who signed contracts to build houses in our community and as such paid deposits of up to \$80,000 each. These deposits were paid to the now defunct developer and these monies were simply used up as working capital by the developer.
- The developer creates HOA covenants that simply protect them with little of any regard for financial protection of the homeowner. The Developer awards itself Developer Rights, some of which are reasonable as it is expected that the developer needs to address and be in control of their destiny, which is building homes, but there are also many unfair and onerous protections only in favor of the developer. Some examples of clauses that we consider to be onerous and should be illegal in HOA covenants are:
  - If a homeowner does not pay their monthly share of the HOA assessments, the HOA will file a lien against their home, but if the Developer does not pay their assessment whether it be on a per lot basis or through the less costly Deficit Funding basis, the HOA can not file a lien on the Developers lots and in fact the HOA cannot take any action against the Developer. As an example of how much Deficit Funding saves the developer, the Deficit Funding in our case amounted to approximately \$35,000 per month which when compared to the monthly assessment paid by a homeowner equates to 144 lots, even though the developer still owns/controls 769 lots, an 81% savings to the developer.
  - Any actions taken by the Developer or by the HOA Board, which board consists solely of the Developers appointees, usually their employees, all future developers or any other assigned Developer Rights by the developer is held harmless, but the homeowners are not held harmless. In fact the

homeowners are left to deal with the full brunt of any and all the financial and legal issues left behind by the builder

- If the developer, as in the case of Levitt, stops funding the HOA, there is no clean cut requirement that the party taking over the property from the developer is responsible to fund the HOA for this interim period, yet the homeowners through the HOA is required to maintain the property during this time.
- The developer controlled HOA Board can all resign leaving the HOA without any direction and no one in a position to make even day to day decisions for the HOA.
- Prior to the bankruptcy Levitt and Sons deeded the common property for the clubhouse to the HOA prior to the clubhouse improvements being completed. This has resulted in \$1,302,000.00 in liens being filed against the HOA and the 230 current homeowners, this clubhouse was being built by Levitt, not the homeowners, the purchase orders, work orders and invoices presented for payment were all from and to Levitt and Sons, yet the homeowners now are financially encumbered by the resulting \$1,302,000.00 in liens. The only reason for this land to have been deeded to the HOA prior to the clubhouse improvement being completed was so that the HOA (the homeowners) can be charged through the monthly assessments with the upkeep of the grounds on the property of the uncompleted clubhouse. Remember, as mentioned earlier, exacerbating the issue, the builder/developer, at their sole discretion placed language in the HOA governing covenants protecting by a hold harmless clause any future developer or holder of the Developer Rights, leaving this tremendous burden on the current homeowners
- The HOA Board which consisted wholly of builder/developer appointed representatives, at the sole discretion of the HOA Board of Directors and the Developer entered in to an agreement with a company to supply telephone, security, cable and internet services, and then at their sole discretion terminated this agreement which resulted in a lawsuit against the HOA, the current homeowners. When the HOA Board is controlled by the Developer, the Developer, not the homeowners must be held financially responsible for their decisions.

According to recent reports, many retirees are choosing to retire to other southern states due to high real estate taxes and the high cost of living associated with Florida. News of these types of situations could further discourage retirees from choosing Florida for their retirement. This will be a major financial blow to Florida's economy and must be addressed.

**We request pertinent legislation to protect Homeowners' and HOA's by creating new laws to appropriately address these types of situations. Florida's legislators must show that they understand the issues with the current laws and move swiftly to close these loopholes.**

and their authority to make decisions should be limited to only making limited day-to-day operating decisions. Within 30 days of the bankruptcy filing an interim HOA Board of Directors shall be elected by the homeowners and such board shall consist solely of homeowners. This election of a Board shall not be deemed an official turnover to the homeowners, but a temporary transition board. After an additional 120 days the homeowners shall have the right to vote as to whether or not the HOA will be considered to have been officially turned over to the homeowners. The developer, subsequent developer or the developer's designee only have a right to vote if they are current in paying their monthly assessment or negative funding is current. Current shall mean that all monies are paid such that the HOA is current in paying all of their bills and all accruals are fully funded without any payments by the homeowners above the monthly assessments that were in place at the time of the bankruptcy

- In a non-bankruptcy scenario, if the developer does not pay their monthly assessments or deficit funding on time, or within a reasonable time frame, all of the developers rights, including voting rights, should be suspended and within 30 days of the suspension the homeowners shall vote in a three person committee, which shall be an official HOA Board committee, and each member shall be named as an insured under all insurance policies which protect HOA Board members. This Board of Overseers shall oversee the developer controlled board and have final say on all HOA Board decisions. Should the developer controlled and appointed HOA Board member(s) resign, the Board of Overseers shall have all of the decision making rights of the HOA Board until such time as the Developers Rights are reinstated and the Developer has named new HOA Board members. The Board of Overseers shall continue to have oversight over the newly named HOA Board for a period of 30 days after the new board is appointed. The Board of Overseers shall have the same term as HOA Board members, and therefore can step in as described above without required a new vote of the homeowners.

#### 4. Developer Funding of the HOA

- A bond or escrow account must be set up by the developer to fund the HOA on behalf of the developer if the developer does not fund the HOA
- The HOA has the right and the HOA Board is required to transfer funds from this facility whenever the developer is more than 30 days behind in their HOA funding. The size of this fund must be equal to one year's estimated developer funding and the amount is to be adjusted each year based on the estimated funding. The amount is to be calculated in conjunction with the annual HOA budget and to be distributed to the homeowners and voted on at the annual homeowner budget meeting, in the same manner as the annual budget
- If monies are drawn from an escrow or bond account to cover any developer funding shortages, the developer loses their developer rights as described in paragraph 3 above until the developer repays the escrow or bond for any monies taken from these facilities including any interest or penalties

#### 5. Protecting Buyers Deposits

- In order to protect future homeowners, all deposits received by a developer shall be placed in a third party escrow account where the developer cannot use this money until the day the house closes or the developer must have a bond with valued at the total amount of the deposits being held. These escrow accounts or bond should not cost the depositor/buyer any more than the actual cost to set up the individual account.
- California requires that the deposit monies are kept in escrow or that the developer posts a bond to protect deposit monies.

Stephen Cluney,  
111 Crepe Myrtle Dr.,  
Groveland Florida 34736  
352-404-0050  
[Sc4880dc@aim.com](mailto:Sc4880dc@aim.com)

Eric Sorkin,  
212 Bayou Bend,  
Groveland Florida 34736  
352-404-0073  
[esorkinecs@hotmail.com](mailto:esorkinecs@hotmail.com)

(1) Select Search Type:

(2) Enter Search Value:

(3) Limit Search By:

Enter Party Name

MIRAMAR G

Search

Clear

Document Groups: LIE

R

Date Range

Parties: All Parties

R

193872865 MIRAMAR GRDN TWNHSE HOA INC, Type - LIE

PARTY NAME	CROSS NAME	DATE	TYPE	BOOK	PAGE	INSTR #	GROUP CODE	STATUS
D MIRAMAR GRDN TWNHSE HOA INC	R DAVIS, GRACE	11/30/2000	LIE	O	19387	2865	20000575680	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R CASTILLO, GLORIA	11/30/2000	LIE	O	19387	2867	20000575682	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R SANTISTEBAN, MARIA E	11/30/2000	LIE	O	19387	2868	20000575683	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R MITCHELL, DONALD	11/30/2000	LIE	O	19387	2869	20000575684	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R MATEO, EMERATRIZ	11/30/2000	LIE	O	19387	2871	20000575686	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R REYES, CARLOS J & W	11/30/2000	LIE	O	19387	2872	20000575687	1 B
C MIRAMAR GRD TWNHSE HOA INC	R CLAY, EVELYN M	11/30/2000	LIE	O	19387	2875	20000575690	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R MUALIN, MIREY	11/30/2000	LIE	O	19387	2873	20000575688	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R PRIETO, JUAN M & W	11/30/2000	LIE	O	19387	2874	20000575689	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R HARRIS, LYNDA V	11/30/2000	LIE	O	19387	2870	20000575685	1 B
D MIRAMAR GRDN TOWNHOUSE HOA INC	R MS 65 INC	11/30/2000	LIE	O	19387	2851	20000575666	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R RICO, CASIMIRA & H	11/30/2000	LIE	O	19387	2855	20000575670	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R NARANJO, JUAN M & W	11/30/2000	LIE	O	19387	2860	20000575675	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R LOPEZ, MARGARITA	11/30/2000	LIE	O	19387	2866	20000575681	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R ALI, RICKY	11/30/2000	LIE	O	19387	2862	20000575677	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R DOUGLAS, HILLOREEN	11/30/2000	LIE	O	19387	2852	20000575667	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R NUNEZ, DAVID & W	11/30/2000	LIE	O	19387	2861	20000575676	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R MUALIN, MIREY	11/30/2000	LIE	O	19387	2854	20000575669	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R OQUELI, AUGUSTO & W	11/30/2000	LIE	O	19387	2853	20000575668	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R DE LA VEGA, MARIA DE J	10/14/2000	LIE	O	19321	1136	20000495231	1 B
D MIRAMAR GRDN TWNHSE HOA INC	R BROOKS, ROLANDO	10/14/2000	LIE	O	19321	1137	20000495232	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R SFILIO, SANDRA M & STEVE P	03/09/1999	LIE	O	18508	4440	19990120011	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R ARIAS, MARGUERITE	03/09/1999	LIE	O	18508	4444	19990120013	1 B
C MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R TORRES, IGNACIO D	03/09/1999	LIE	O	18508	4434	19990120008	1 B
L MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R SIMPKINS, JAMES & RUTH	03/09/1999	LIE	O	18508	4438	19990120010	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R DUNCOMBE, ROSELYN A	03/09/1999	LIE	O	18508	4436	19990120009	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R BETHEL, FREDERICK U	03/09/1999	LIE	O	18508	4442	19990120012	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNER'S AS	R DE LA VEGA, EDUARDO & MARIA DE J	03/29/1990	LIE	O	14490	271	19900116543	1 B
D MIRAMAR GRDN TWNHSE HOMEONWERS AS	R GUERRA, ISRAEL & W RAMONA	03/29/1990	LIE	O	14490	275	19900116545	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNER'S AS	R DE LA VEGA, EDUARDO & MARIA	03/29/1990	LIE	O	14490	268	19900116541	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R DE LA VEGA, EDUARDO & W MARIA	03/29/1990	LIE	O	14490	273	19900116544	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R AYALA, GONZALO & ESTHER	02/06/1990	LIE	O	14424	231	19900047941	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R MORALES, CATALINA F ET AL	02/06/1990	LIE	O	14424	224	19900047937	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R CHARKAS, ALBERTO & LUZMARINA	02/06/1990	LIE	O	14424	215	19900047933	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R NIEVES, MIGUEL A & ADELINE	02/06/1990	LIE	O	14424	226	19900047938	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R PILOTO, FAUSTINO & MARIA	02/06/1990	LIE	O	14424	228	19900047939	1 B

Function Keys: [F1] To See Doc Type List; [F2] To See Detail; [F3] To See Print Receipt; [F5] To See Image; [F12] To Mark Document

360 HR(s)

Page 8 of 10

Direct Party  Reverse Party

Red Text = Replaced Record

Blue Text = Correction Record

Green Text = Unverified Record

Yellow = Current Line

(1) Select Search Type:

(2) Enter Search Value:

(3) Limit Search By:

Enter Party Name

MIRAMAR G

Search Clear

Document Groups: LIE

R

Date Range

Parties:

All Parties

R

19579/3089 MIRAMAR GRDN TWNHSE HOA INC, Type - LIE

PARTY NAME	CROSS NAME	DATE	TYPE	BOOK	PAGE	INSTR #	GROUP CODE	STATUS
D MIRAMAR GRDN TWNHSE HOA INC	R PERDOMO, NORMA L	04/03/2001	LIE	O 19579	3089	20010156682	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R RAMIREZ, ROGER	04/03/2001	LIE	O 19579	3090	20010156683	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R TORRES, RODOLFO	04/03/2001	LIE	O 19579	3092	20010156685	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R FEDERAL NATL MTG ASSN	04/03/2001	LIE	O 19579	3078	20010156671	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R CHARCAS, ALBERTO &W	04/03/2001	LIE	O 19579	3091	20010156684	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R FLOYD, RENEE P	04/03/2001	LIE	O 19579	3087	20010156680	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R YIDI, SALVADOR &W	04/03/2001	LIE	O 19579	3083	20010156676	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R MCKENZIE, EMANUEL &W	04/03/2001	LIE	O 19579	3071	20010156664	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R YOUNG, ANNIE G	03/13/2001	LIE	O 19543	4030	20010118429	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R WILLIAMS, GERDA	03/13/2001	LIE	O 19543	4033	20010118432	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R COSTAS, JULIAN P &W	12/27/2000	LIE	O 19424	3760	20000620111	1	B
D MIRAMAR GRDN TOWNHOUSE HOA INC	R PALMER, SHARON	12/13/2000	LIE	O 19407	819	20000598602	1	B
D MIRAMAR GRDN TOWNHOUSE HOA INC	R LIGORI, FERNANDO C &W	12/13/2000	LIE	O 19407	810	20000598593	1	B
D MIRAMAR GRDN TOWNHOUSE HOA INC	R MANRIQUE, LUIS &W	12/13/2000	LIE	O 19407	807	20000598590	1	B
D MIRAMAR GRDN TOWNHOUSE HOA INC	R PEREZ, HUMBERTO	12/13/2000	LIE	O 19407	813	20000598596	1	B
D MIRAMAR GRDN TOWNHOUSE HOA INC	R CARDOSO, REINALDO	12/13/2000	LIE	O 19407	817	20000598600	1	B
D MIRAMAR GRDN TOWNHOUSE HOA INC	R SMITH, JADE	12/13/2000	LIE	O 19407	814	20000598597	1	B
D MIRAMAR GRDN TOWNHOUSE HOA INC	R HERNANDEZ, VIVIAN	12/13/2000	LIE	O 19407	815	20000598598	1	B
D MIRAMAR GRDN TOWNHOUSE HOA INC	R GUTIEREZ, ANGEL &W	12/13/2000	LIE	O 19407	816	20000598599	1	B
D MIRAMAR GRDN TOWNHOUSE HOA INC	R ASENSIO, ALBERTO &W	12/13/2000	LIE	O 19407	808	20000598591	1	B
D MIRAMAR GRDN TOWNHOUSE HOA INC	R MORENO RODRIGUEZ, ERASMO	12/13/2000	LIE	O 19407	812	20000598595	1	B
D MIRAMAR GRDN TOWNHOUSE HOA INC	R BARRIOS, JOSE A &W	12/13/2000	LIE	O 19407	811	20000598594	1	B
D MIRAMAR GRDN TOWNHOUSE HOA INC	R MIRANDA, JOAQUIN &W	12/13/2000	LIE	O 19407	806	20000598589	1	B
D MIRAMAR GRDN TOWNHOUSE HOA INC	R ZEPEDA, RAMON &W	12/13/2000	LIE	O 19407	805	20000598588	1	B
D MIRAMAR GRDN TOWNHOUSE HOA INC	R ORLANDO L &W	12/13/2000	LIE	O 19407	809	20000598592	1	B
D MIRAMAR GRDN TOWNHOUSE HOA INC	R GONZALEZ, JUAN J	12/13/2000	LIE	O 19407	818	20000598601	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R CLARKE, MICHAEL	12/06/2000	LIE	O 19396	1690	20000586998	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R CLAVIJO, JUSTO J &W	12/06/2000	LIE	O 19396	1692	20000587000	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R WILLIAMS, GERDA	12/06/2000	LIE	O 19396	1694	20000587002	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R PINDER, BEVERLY	12/06/2000	LIE	O 19396	1693	20000587001	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R BOWLA, PAULINA	11/30/2000	LIE	O 19387	2856	20000575671	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R DAVIS, LESTER G &W	11/30/2000	LIE	O 19387	2857	20000575672	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R BARBER, TANGLER T	11/30/2000	LIE	O 19387	2858	20000575673	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R SANSOSA, OSCAR &W	11/30/2000	LIE	O 19387	2859	20000575674	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R RODRIGUEZ, JOSE M &W	11/30/2000	LIE	O 19387	2863	20000575678	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R MUALIN, MIREY	11/30/2000	LIE	O 19387	2864	20000575679	1	B

Function Keys: [F1] To See Doc Type List; [F2] To See Detail; [F3] To See Print Receipt; [F5] To See Image; [F12] To Mark Document

360 HR(s)

Page 7 of 10

Direct Party  Reverse Party

Red Text = Replaced Record

Blue Text = Correction Record

Green Text = Unverified Record

Yellow = Current Line



(1) Select Search Type:

(2) Enter Search Value:

(3) Limit Search By:

Enter Party Name

MIRAMAR G

Search Clear

Document Groups: LIE

Parties: All Parties

Date Range

19705/4166 MIRAMAR GRDN TWNH HOME OWNERS ASSOC INC, Type - LIE

PARTY NAME	CROSS NAME	DATE	TYPE	BOOK	PAGE	INSTR #	GROUP CODE	STATUS
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS ASSOC INC	R IRVING, JOHN I JR	06/07/2001	LIE	0	19705 4166	20010294655	1	B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R OCHOA, EDUARDO	06/07/2001	LIE	0	19705 1063	20010293974	1	B
D MIRAMAR GRDN HOMEOWNERS ASSN INC	R MOULTON, PATRICK	04/25/2001	LIE	0	19621 3766	20010204255	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R HALLON, JORGE E	04/03/2001	LIE	0	19579 3060	20010156653	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R CHARCAS, ISAIAS	04/03/2001	LIE	0	19579 3061	20010156654	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R TORRES, IGNACIO	04/03/2001	LIE	0	19579 3079	20010156672	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R MARANTE, ULPIANO O	04/03/2001	LIE	0	19579 3074	20010156667	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R PRIME, MIRIAM C	04/03/2001	LIE	0	19579 3064	20010156657	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R CASTILLO, JOSE M & W	04/03/2001	LIE	0	19579 3062	20010156655	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R BETHEL, FREDERICK U	04/03/2001	LIE	0	19579 3069	20010156662	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R TAVAREZ, SAMUEL & W	04/03/2001	LIE	0	19579 3068	20010156661	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R LEBBAD, FOUAD	04/03/2001	LIE	0	19579 3070	20010156663	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R SANCHEZ, AIDA	04/03/2001	LIE	0	19579 3067	20010156660	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R FEDERAL NATL MTG ASSN	04/03/2001	LIE	0	19579 3052	20010156645	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R UNION PLANNERS NATL BNK	04/03/2001	LIE	0	19579 3053	20010156646	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R BROWN, ANTHONY & W	04/03/2001	LIE	0	19579 3054	20010156647	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R DARBOUZE, DANIEL & W	04/03/2001	LIE	0	19579 3055	20010156648	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R BECKLES, BARBARA	04/03/2001	LIE	0	19579 3056	20010156649	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R RYLAND, VIOLET	04/03/2001	LIE	0	19579 3057	20010156650	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R COLLAZO, EFRAIN	04/03/2001	LIE	0	19579 3058	20010156651	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R DIMSHEY, JORGE R	04/03/2001	LIE	0	19579 3059	20010156652	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R JONES, JESSE C	04/03/2001	LIE	0	19579 3075	20010156668	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R CUNNINGHAM, SYLVIA	04/03/2001	LIE	0	19579 3073	20010156666	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R CORDOBA, GABRIELA	04/03/2001	LIE	0	19579 3063	20010156656	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R ALVAREZ, RAUL & W	04/03/2001	LIE	0	19579 3076	20010156669	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R CLARKE, MICHAEL	04/03/2001	LIE	0	19579 3065	20010156658	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R LOPEZ, ALFONSO & W	04/03/2001	LIE	0	19579 3066	20010156659	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R MORRIS, MICHAEL	04/03/2001	LIE	0	19579 3072	20010156665	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R GALARZA, LUZ M	04/03/2001	LIE	0	19579 3077	20010156670	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R SAMUEL, FRITZROY E	04/03/2001	LIE	0	19579 3080	20010156673	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R SHARIEFF, SYED A	04/03/2001	LIE	0	19579 3081	20010156674	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R TORRES, IDALINA	04/03/2001	LIE	0	19579 3082	20010156675	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R MUNDACA INVEST CORP	04/03/2001	LIE	0	19579 3084	20010156677	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R WHOM CONCERNED	04/03/2001	LIE	0	19579 3085	20010156678	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R PONCE, ALFREDO & W	04/03/2001	LIE	0	19579 3086	20010156679	1	B
D MIRAMAR GRDN TWNHSE HOA INC	R AYALA, GONZALO & W	04/03/2001	LIE	0	19579 3088	20010156681	1	B

Function Keys: [F1] To See Doc Type List; [F2] To See Detail; [F3] To See Print Receipt; [F5] To See Image; [F12] To Mark Document

360 HR(s)

Page 6 of 10

Direct Party  Reverse Party

Red Text = Replaced Record

Blue Text = Correction Record

Green Text = Unverified Record

Yellow = Current Line

(1) Select Search Type:

(2) Enter Search Value:

(3) Limit Search By:

Enter Party Name

MIRAMAR G

L

Search

Clear

Document Groups: LIE

R

Date Range

Parties:

All Parties

R

19984/1273 MIRAMAR GRDN TOWNHOUSE HOME OWNERS ASSN INC, Type - LIE

PARTY NAME	CROSS NAME	DATE	TYPE	BOOK	PAGE	INSTR #	GROUP CODE	STATUS
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R CASTELLANOS, ORLANDO	10/30/2001	LIE	O	19984	1273	20010595978	1 B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R PLAS, VICTOR M	10/30/2001	LIE	O	19984	1276	20010595981	1 B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R BARTOL, VICENTE	10/30/2001	LIE	O	19984	1277	20010595982	1 B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R JARAMILLO, ALVARO	10/30/2001	LIE	O	19984	1278	20010595983	1 B
D MIRAMAR GRDN TOWNHSE HOMEOWNERS AS	R MUALIN, MIREY	10/30/2001	LIE	O	19984	1511	20010596051	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R WILLIAMS, WADE	10/18/2001	LIE	O	19965	2430	20010574915	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R RODRIGUEZ, AURORA	10/18/2001	LIE	O	19965	2428	20010574913	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R RAMDHAM, PARBATHE	10/18/2001	LIE	O	19965	2429	20010574914	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R CARGILL, GEORGE	10/18/2001	LIE	O	19965	2431	20010574916	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R FEDERAL NATL MTG ASSN	09/25/2001	LIE	O	19915	4056	20010523163	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R RICO, CASIMIRO	08/02/2001	LIE	O	19813	3583	20010408228	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R NARANJO, JUAN M	08/02/2001	LIE	O	19813	3582	20010408227	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R COSTAS, JULIAN	08/02/2001	LIE	O	19813	3579	20010408224	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R GUTIERREZ, ANGEL	08/02/2001	LIE	O	19813	3580	20010408225	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R PROPHETE, LAMERCIE	08/02/2001	LIE	O	19813	3581	20010408226	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R RODRIGUEZ, CARLOS M	08/02/2001	LIE	O	19813	3584	20010408229	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R RODRIGUEZ, LUIS	07/03/2001	LIE	O	19754	1412	20010346288	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R DE LA TORRE, RODOLFO	06/27/2001	LIE	O	19742	4033	20010334806	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R PAGUAGA, ROBERTO	06/27/2001	LIE	O	19742	4029	20010334802	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R LATORRE, GLORIA C	06/27/2001	LIE	O	19742	4032	20010334805	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R BROWN, ANTHONY	06/27/2001	LIE	O	19742	4030	20010334803	1 B
D MIRAMAR GRDN TOWNHOUSES HOME OWNE	R PONTON, BEATRIZ E	06/27/2001	LIE	O	19742	4031	20010334804	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R BARBER, TANGLER T	06/22/2001	LIE	O	19735	2173	20010325547	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R MUALIN, MIREY	06/22/2001	LIE	O	19735	2020	20010325495	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R CLAY, EVELYN M	06/22/2001	LIE	O	19735	2174	20010325548	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R COLLAZO, EFRAIN	06/22/2001	LIE	O	19735	2016	20010325491	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R PEREZ, MIGUEL	06/22/2001	LIE	O	19735	2170	20010325544	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R ESPAILLAT, PABLO	06/22/2001	LIE	O	19735	2019	20010325494	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R MARTINEZ FUENTES, ROBERTO	06/22/2001	LIE	O	19735	2176	20010325550	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R PUENTES, FRANCISCO L	06/22/2001	LIE	O	19735	2017	20010325492	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R DAVIS, LESTER G	06/22/2001	LIE	O	19735	2172	20010325546	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R CARDOSO, REINALDO	06/22/2001	LIE	O	19735	1666	20010325303	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R PUIG, FRANCISCO S	06/22/2001	LIE	O	19735	1662	20010325299	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R R P S INVEST INC	06/22/2001	LIE	O	19735	2171	20010325545	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R BURCORP	06/22/2001	LIE	O	19735	2175	20010325549	1 B
D MIRAMAR GRDN TOWNHSE HOME OWNERS AS	R PALMER, SHARON	06/22/2001	LIE	O	19735	1663	20010325300	1 B

Function Keys: [F1] To See Doc Type List; [F2] To See Detail; [F3] To See Print Receipt; [F5] To See Image; [F12] To Mark Document

360 H(s)

Page 3 of 10

Direct Party  Reverse Party

Red Text = Replaced Record

Blue Text = Correction Record

Green Text = Unverified Record

Yellow = Current Line

(1) Select Search Type:

(2) Enter Search Value:

(3) Limit Search By:

Enter Party Name

MIRAMAR G

Search Clear

Document Groups: LIE

Date Range

Parties: All Parties

19719/1547 MIRAMAR GRDN TOWNHOUSE HOME OWNERS ASSOC INC, Type - LIE

PARTY NAME	CROSS NAME	DATE	TYPE	BOOK	PAGE	INSTR #	GROUP CODE	STATUS
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R BRADSHAW, JAMES M	06/13/2001	LIE	0	19719	1547	20010306729	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R ASENSIO, ALBERTO	06/13/2001	LIE	0	19718	228	20010304986	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R LYONS, CLIFFORD A	06/13/2001	LIE	0	19718	229	20010304987	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R LEBBAD, FOUAD	06/13/2001	LIE	0	19718	230	20010304988	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R QUINONEZ, FELIX	06/13/2001	LIE	0	19718	231	20010304989	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R HOUSING & URBAN DEV	06/13/2001	LIE	0	19718	227	20010304985	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R ORTIZ, JOSE E	06/11/2001	LIE	0	19712	4498	20010301875	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R HEBBERT, ALBERTO	06/11/2001	LIE	0	19712	4497	20010301874	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R FLOYD, RENEE P	06/08/2001	LIE	0	19709	1190	20010296393	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R YIDI, SALVADOR	06/08/2001	LIE	0	19709	886	20010296297	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R MC KENZIE, EMMANUEL	06/08/2001	LIE	0	19709	1558	20010296505	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R GONZALEZ, LUIS A	06/08/2001	LIE	0	19709	1559	20010296506	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R RYLAND, VIOLET	06/08/2001	LIE	0	19709	1679	20010296580	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R ALVAREZ, RAUL	06/08/2001	LIE	0	19709	1680	20010296581	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R FEDERAL NATL MTG ASSN	06/08/2001	LIE	0	19709	1681	20010296582	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R CUNNINGHAM, SYLVIA	06/08/2001	LIE	0	19709	1683	20010296584	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R TORRES, IDALINA	06/08/2001	LIE	0	19709	870	20010296286	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R SHARIEFF, SYED A	06/08/2001	LIE	0	19709	884	20010296295	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R PUENTES, JOSE J	06/08/2001	LIE	0	19709	922	20010296313	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R MUNDACA INVEST CORP	06/08/2001	LIE	0	19709	953	20010296325	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R URBINA, SERGIO	06/08/2001	LIE	0	19709	1189	20010296392	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R JONES, JAMES T	06/08/2001	LIE	0	19709	1191	20010296394	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS ASSC	R SAMUEL, FRITZROY E	06/08/2001	LIE	0	19709	1381	20010296448	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS ASSC	R CORDOBA, GABRIELA	06/08/2001	LIE	0	19709	1382	20010296449	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R TAVAREZ, SAMUEL	06/08/2001	LIE	0	19709	1193	20010296396	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R CANIZALEZ, RENE	06/08/2001	LIE	0	19709	1682	20010296583	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R MONTGOMERY, DORIS	06/08/2001	LIE	0	19709	1560	20010296507	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS AS	R PEREZ, HUMBERTO	06/08/2001	LIE	0	19709	1192	20010296395	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R JAMES, RONALD J	06/07/2001	LIE	0	19705	1062	20010293973	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS ASSC	R BETSY, MICHAEL	06/07/2001	LIE	0	19705	4160	20010294649	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R SAMUEL, SUSSANAH D	06/07/2001	LIE	0	19705	1064	20010293975	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS ASSC	R LOPEZ, ALBERTO	06/07/2001	LIE	0	19705	4161	20010294650	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R MORRIS, MICHAELA	06/07/2001	LIE	0	19705	1065	20010293976	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS ASSC	R STEWART, JOSEPH L	06/07/2001	LIE	0	19705	4162	20010294651	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS ASSC	R OLINICK, ADAM C	06/07/2001	LIE	0	19705	4163	20010294652	1 B
D MIRAMAR GRDN TOWNHOUSE HOME OWNERS ASSC	R YOUNG, ANNIE G	06/07/2001	LIE	0	19705	4164	20010294653	1 B

Function Keys: [F1] To See Doc Type List; [F2] To See Detail; [F3] To See Print Receipt; [F5] To See Image; [F12] To Mark Document

360 Hit(s)

Page 5 of 10

= Direct Party  = Reverse Party

Red Text = Replaced Record

Blue Text = Correction Record

Green Text = Unverified Record

Yellow = Current Line

(1) Select Search Type:

(2) Enter Search Value:

(3) Limit Search By:

Enter Party Name

MIRAMAR G

Search Clear

Document Groups: LIE

Date Range

Parties: All Parties

19735/1664 MIRAMAR GRDN TWNHSE HOME OWNERS ASSN INC, Type - LIE

PARTY NAME	CROSS NAME	DATE	TYPE	BOOK	PAGE	INSTR #	GROUP CODE	STATUS
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R SMITH, JADE	06/22/2001	LIE	O 19735	1664	20010325301	1	B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R DOUGLAS, HILLOREEN	06/22/2001	LIE	O 19735	1665	20010325302	1	B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R VELEZ, ADOLFO	06/22/2001	LIE	O 19735	2018	20010325493	1	B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R ALL, RICKY	06/21/2001	LIE	O 19734	4695	20010324615	1	B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R GALVEZ, SOCORO C	06/21/2001	LIE	O 19734	4696	20010324616	1	B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R CLARKE, JOHN F	06/21/2001	LIE	O 19734	4697	20010324617	1	B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R MUALIN, MIREY	06/21/2001	LIE	O 19734	4698	20010324618	1	B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R BUTLER, DOREEN	06/20/2001	LIE	O 19729	4247	20010318847	1	B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R RIVERA, ANTONIO	06/20/2001	LIE	O 19729	4088	20010318790	1	B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R CASTILLO, JOSE M	06/20/2001	LIE	O 19729	4090	20010318792	1	B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R HERNANDEZ, JAIME	06/20/2001	LIE	O 19729	4091	20010318793	1	B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R NIETO, GABRIEL	06/20/2001	LIE	O 19731	2822	20010321155	1	B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R TORRES, IGNACIO D	06/20/2001	LIE	O 19731	2824	20010321157	1	B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R MORENO, AMBROSIO	06/20/2001	LIE	O 19729	4245	20010318845	1	B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R DAVIS, HORACE	06/20/2001	LIE	O 19729	4246	20010318846	1	B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R SARSOSA, OSCAR	06/20/2001	LIE	O 19729	4087	20010318789	1	B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R BECKLES, BARBARA	06/20/2001	LIE	O 19729	4089	20010318791	1	B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R SIMPKINS, P TRU	06/20/2001	LIE	O 19731	2823	20010321156	1	B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R MS-65 INC	06/19/2001	LIE	O 19728	4594	20010317507	1	B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R CASTILLO, GLORIA	06/14/2001	LIE	O 19721	3386	20010310243	1	B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R LIGORI, FERNANDO	06/14/2001	LIE	O 19721	3427	20010310267	1	B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R MARSHALL, FRANKLY	06/14/2001	LIE	O 19721	3428	20010310268	1	B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R BARRIOS, JOSE	06/14/2001	LIE	O 19721	3382	20010310239	1	B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R CONRADO, JERONIMO	06/14/2001	LIE	O 19721	3383	20010310240	1	B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R ZEPEDA, RAMON	06/14/2001	LIE	O 19721	3384	20010310241	1	B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R LOOK, RICK	06/14/2001	LIE	O 19721	3425	20010310265	1	B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R BERGER, ERIC H	06/14/2001	LIE	O 19721	3426	20010310266	1	B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R MESA, MABEL	06/14/2001	LIE	O 19721	3385	20010310242	1	B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R SANTIESTEBAN, MARIA E	06/14/2001	LIE	O 19721	3387	20010310244	1	B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R DAVIS, GRACE	06/14/2001	LIE	O 19721	3389	20010310246	1	B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R GOMEZ, JUAN C	06/14/2001	LIE	O 19721	3390	20010310247	1	B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R MOREN RODRIGUEZ, ERASMO	06/14/2001	LIE	O 19721	3391	20010310248	1	B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R SIMPKINS, P TRU	06/14/2001	LIE	O 19721	3424	20010310264	1	B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R LEIVA, ORLANDO L	06/14/2001	LIE	O 19721	3388	20010310245	1	B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R RAMIREZ, ROGER	06/13/2001	LIE	O 19719	1544	20010306726	1	B
D MIRAMAR GRDN TOWNHOUSE HOME OWNER	R RODRIGUEZ, CONFESORA	06/13/2001	LIE	O 19719	1545	20010306727	1	B

Function Keys: [F1] To See Doc Type List; [F2] To See Detail; [F3] To See Print Receipt; [F5] To See Image; [F12] To Mark Document 360 HR(s) Page 4 of 10

Direct Party  Reverse Party

Red Text = Replaced Record Blue Text = Correction Record Green Text = Unverified Record Yellow = Current Line

(1) Select Search Type:

(2) Enter Search Value:

(3) Limit Search By:

Enter Party Name

MIRAMAR G

Search Clear

Document Groups: LIE

Date Range

Parties: All Parties

20029/0107 MIRAMAR GRDN TWNHSE HOMEOWNERS ASSN INC, Type - LIE

PARTY NAME	CROSS NAME	DATE	TYPE	BOOK	PAGE	INSTR #	GROUP CODE	STATUS
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R GARCIA, ALEXANDER A	11/21/2001	LIE	O	20029	107	20010643211	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R SOLIS, MIGDALIA	11/21/2001	LIE	O	20029	102	20010643206	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R LOWRY, KELCEY	11/21/2001	LIE	O	20029	106	20010643210	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R KNIGHT, ELIZABETH	11/21/2001	LIE	O	20029	101	20010643205	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R AYALA, GONZALO	11/21/2001	LIE	O	20029	98	20010643202	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R ALVARENGA, MYANA M	11/21/2001	LIE	O	20029	99	20010643203	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R PEINADO, HIMERA	11/16/2001	LIE	O	20019	2793	20010632514	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R DIMMER, CLAUDIA A	11/16/2001	LIE	O	20019	2792	20010632513	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R SFLIO, SANDRA M	11/16/2001	LIE	O	20019	2794	20010632515	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R HUTCHINSON, DOUGLAS	11/16/2001	LIE	O	20019	2795	20010632516	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R OCONNOR, EARL A	11/16/2001	LIE	O	20019	2796	20010632517	1 B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R SANABRIA, MARIO H	11/09/2001	LIE	O	20009	2515	20010620302	1 B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R PONCE, ALFREDO	11/09/2001	LIE	O	20009	2516	20010620303	1 B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R WILCHER, DANIEL L	11/06/2001	LIE	O	20002	2690	20010611844	1 B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R NAVARRETE, GERMAN N	11/06/2001	LIE	O	20002	2691	20010611845	1 B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R CAMACHO, PABLO	11/06/2001	LIE	O	20002	2688	20010611842	1 B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R THOMPSON, CHRISTOPHER	11/06/2001	LIE	O	20002	2726	20010611853	1 B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R MEDINA, ROBERTO	11/06/2001	LIE	O	20002	2728	20010611855	1 B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R RODRIGUEZ, RAMON H	11/06/2001	LIE	O	20002	2603	20010611820	1 B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R PINDER, BEVERLY	11/06/2001	LIE	O	20002	2727	20010611854	1 B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R RODRIGUEZ, MARIA	11/06/2001	LIE	O	20002	2689	20010611843	1 B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R FARIAS, RENE	11/06/2001	LIE	O	20002	2607	20010611824	1 B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R GONZALEZ, JUAN J	11/06/2001	LIE	O	20002	2693	20010611847	1 B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R FRANCO, MIGUEL	11/06/2001	LIE	O	20002	2730	20010611857	1 B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R ZAMORA, JOSE A	11/06/2001	LIE	O	20002	2606	20010611823	1 B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R FERNANDEZ, JUAN O	11/06/2001	LIE	O	20002	2605	20010611822	1 B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R LOOK, RICK	11/06/2001	LIE	O	20002	2602	20010611819	1 B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R RODRIGUEZ, KAREN L	11/06/2001	LIE	O	20002	2729	20010611856	1 B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R POWELL, LARRY	11/06/2001	LIE	O	20002	2604	20010611821	1 B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R LEBBARD, FOWAD	11/06/2001	LIE	O	20002	2692	20010611846	1 B
D MIRAMAR GRDN TWNHSE HOME OWNERS AS	R DAVY, RONALD	11/06/2001	LIE	O	20002	2731	20010611858	1 B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R MONTOYA, OSCAR D	11/01/2001	LIE	O	19993	462	20010602593	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R ROBLES, JOSE A	10/30/2001	LIE	O	19984	1510	20010596050	1 B
D MIRAMAR GRDN TOWNHOUSE HOMEOWNER:	R HEHOLT GENERETTE JAGARNAUTH PA	10/30/2001	LIE	O	19984	1274	20010595979	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R MARTINEZ, MAURICIO	10/30/2001	LIE	O	19984	1508	20010596048	1 B
D MIRAMAR GRDN TWNHSE HOMEOWNERS AS	R RUIZ, MIRYAM V	10/30/2001	LIE	O	19984	1509	20010596049	1 B

Function Keys: [F1] To See Doc Type List; [F2] To See Detail; [F3] To See Print Receipt; [F5] To See Image; [F12] To Mark Document 360 HR(s) Page 2 of 10

Direct Party  Reverse Party

Red Text = Replaced Record Blue Text = Correction Record Green Text = Unverified Record Yellow = Current Line

## **REQUEST TO SPEAK AT ORLANDO MEETING**

<b>EMERALD ISLAND RESORT          MASTER ASSOCIATION, INC.          2751 EMERALD ISLAND BLVD          KISSIMMEE FL 34747</b>	<b>ANDREW SWEETENHAM          Previously Masters Board President          Currently Masters board Treasurer          7 HAYMAN RISE GRANGE FARM          MILTON KEYNES UK MK8 0-ND</b>
--	---

### **SUMMARY**

Emerald Island Resort is a short-term rental community of 216 townhomes (villas) and 526 private pool homes (manors). Both the villas and manors have individual HOA's, and there is a Masters Association which covers common areas, clubhouse, tennis courts, grounds, community pools, and umbrellas both sub-associations. There are very few permanent resident owners. Most owners visit the community once or twice during the year for short stays. Owners come from all parts of the world; therefore, it is very difficult to obtain quorums at meetings.

- Post transition from builder has not been a democratic process.

The builder's post transition bylaws has left us with an undemocratic process whereby unscrupulous persons can gain control. In my opinion, the Master's association wields too much power over the homeowners and villa owners associations.

In 2005, our Manors (private homes) and Masters (common area) HOA's were transitioned from the builder to the owners. Andrew Sweetenham was elected as a BOD member by not disclosing he was serving a <sup>7-yr</sup> 7-year suspension as an alledged Disqualified Director in the UK. He quickly staged a coup for the presidency of both the Masters and Manors HOA's.

The homeowners inherited from the builder a sort of dictatorship of bylaws that was designed to protect the builder, but was detrimental to the democratic process necessary for HOA's efficient democratic government. Mr. Sweetenham has derived maximum benefit in using these anti-democratic bylaws to his advantage.

The democratic process is further hindered by most homeowners not living in the area and by a large percentage of owners living out of the country. The fact that a Master's board member is appointed for life is antiquated. The fact that Master's members can appoint other board officers without a democratic vote allows for the influx of more allegedly unscrupulous and power hungry officers and/or board members.

Mr. Sweetenham was stripped of his powers in February of 2007 by his fellow BOD members. Emerald Island Resort made significant progress in services, budget, planning and amenities during this span. (Document # 1)

After being stripped of his power, Mr. Sweetenham allied himself with the villas (townhome) HOA and began his campaign to retake control of Emerald Island Resort. The route of using proxies was also a dismal failure as Villas (townhome) association officers under the alleged direction of Mr. Sweetenham turned in proxies they had collected in a suspicious manner and tried to use them to get Sweetenham back in power in December 2007. This flagrant abuse of the manors proxie vote was instituted by the villas BOD to force a manors election before terms had expired.

After the villas BOD failed to force an illegal manors election, the villas president broke his word and promises concerning a Masters BOD expansion and installed Mr. Sweetenham as treasurer of the Masters. This forced our Masters treasurer, a UK judge, to resign

from the BOD and announce that he was unable to serve on any BOD with an alleged Disqualified Director. So we have just replaced a UK judge with a UK convicted fraudster as the treasurer in charge of a \$1.5 million budget.

The remaining members of the Masters Association were immediately assigned offices by the villas president. The villas president appointed himself as Masters president, his other villas BOD members as other Masters officers. The Manors BOD representatives were not appointed to any office.

Committee members were fired. Of special note was John Beck, a retired Johnson & Johnson financial guru who was in charge of setting up accounting systems for J&J with billions of dollars at stake throughout his impressive financial career.

Mr. Sweetenham immediately began his practice of micro-managing and control by claiming a budget deficit, shutting down the homeowner's website, emailing any owner who would disagree with his decisions, and appointing a new LCAM who was inexperienced and unqualified to assume this position—an LCAM easily controlled.

The HOA lawyer has been a dismal failure in trying to right any of the wrongs as he has done nothing, in my opinion, and then claimed conflict of interest as he represented Master's, Manor's, and Villa's associations as well.

- UK owner originally got himself elected to board and officer position when he was a convicted fraudster.

Mr. Sweetenham was ordered by the UK court to not be a director or administrator of a company, or to receive or manage a company's property, nor to take part in the promotion or formation of a company. These disqualifications are made under the



Company Directors Disqualification Act 1986, Sections 2-12. For example CDDA 1986 – S 6. (See attached Document # 2)

This may be a UK law but, in my humble opinion this extends to the United States as Andrew Sweetenham is a resident of the UK and that for the most part the official HOA business is in effect carried out by UK nationals. He therefore should not have allowed himself to be an HOA director and at the very least stepped down when this suspension was discovered. (Document # 3)

- There has been no posting of a budget since he is back as treasurer.

We have yet to see any kind of budget. Homeowners have asked to see the budget on our homeowner's website. The actual official HOA website has been shut down in an alleged attempt to control information to owners.

- Current LCAM has no licenses or contract available for viewing and no credible experience.

It is my humble opinion that Mr. Sweetenham has hired an unqualified, inexperienced LCAM so he can easily manipulate her and completely control all aspects of the finances of Emerald Island Resort.

She is Deanna Hamil who recently left Dean Asher's company under suspicious circumstances to form her own one-woman company just days ago. She was interviewed over the phone during the January 18, 2008 Masters meeting with previously-supplied questions and obviously pre-rehearsed answers. No Manor's BOD member was allowed to ask questions or voice their concern. There was another Master's meeting called illegally on Jan 23 to supposedly finalize her contract. She allegedly signed her contract on Jan 25. She has no accounting training, yet is hired

to manage a \$1.5 million budget. To date she has shown no signed contract even though asked to do so by other board members. She has not displayed her LCAM license or occupational work permit in the clubhouse. As a former hair dresser, she threatened to declare personal bankruptcy in August 2007 and has written her intention to abandon her LCAM licensing during the same period. (See document # 4)

### Consierge

In a further effort to take control, Brett Landsman, our current villas BOD president and masters BOD president, Andrew Sweetenham-current treasurer and past alledged convicted fraudster in the UK but who really is in charge, and Barbara Fredericks- current secretary of the master's (who cannot not type or word process) have made it their mission to harrass Ms. Llana and make her life miserable. (Document # 5)

Barbara Jean Frederick been especially vindictive against our consierge, Gwyn Llana. (Document # 6) Gwyn has served as our consierge for almost a year and brought life to a previously dead clubhouse. She has planned numerous social events for guests and has opened the tiki bar. She has all necessary licenses available for viewing. She has tried to cooperate with all requests from Sweetenham and Hamill. (Document # 7) She is respected by Dee O'Brien, who issues hospitality licenses in Osceola County. She is revered by our owners. She has single-handedly held this community together amid illegal coups, partisan politics, and alleged corruption. Yet Mr. Sweetenham and Ms Fredericks have constantly bombarded her wih accusations, have spies sit in the clubhouse making note of her activities, and have accused her of stealing (Document # 8) in an effort to force her to resign.

Just yesterday, on February 15, Ms. Fredericks alledgedly has refused to sign her contracted payroll check, causing a financial

ripple effect throughout Gwyn's staff. See note from Deanna Hamill regarding payroll that said there was a problem with someone signing when in fact the person who signed the last payroll check is still around and available. In my opinion, this seems like just another form of harassment. (See document # 9)

- Mishandling of dues.

Our Master's dues were sent as directed to Asher but retrieved allegedly in some manner by Barbara Fredericks from Asher's office and given to Deanna Hamill. Our dues and those of Tarlena Jenkins have been deposited in a bank in Arizona. (Document # 10 - copy of our check) on January 23, several days before Deanna Hamill allegedly signed her alleged contract.--"alleged contract" because it seems that no one to date has seen this document. We don't know who signed and deposited these checks, but when I asked Ms. Hamill, she said she had done so.

- There is now an air of gestapo tactics and communism by squelching free speech.

Mr. Sweetenham has continued his use of stopping free speech from his past to the present by having Deanna Hamill tell Ms. Llana not to talk to Robert Heath for advice.

The security guards have been told not to talk to Ms. Llana--even though she has been the one handling security problems up until Ms. Hamill's arrival.

Ms. Llana's own personal employees were told by Deana Hamill that she is now their boss when in fact she is not. Members of the security committee were told to no longer talk to the security guards. Committee members were trying to make the guards more

at ease as board members and very impolite homeowners were giving our new security guards a very hardtime. Meanwhile, we now have real security--not just guards waving anyone through the gate, but this too seems to be in jeopardy

It is also my opinion, that Hamill, Landsman, Sweetenham and Fredericks will now try to get rid of our new security as Ms. Hamill has meet with the old security company Apex, whose contract was not renewed. It is also my opinion that not only do we have a past convicted fraudster from the UK as our treasurer but an unqualified Lcam.

In summary,

1. Laws need to change that allow a democratic process for HOA's
2. Convicted felons, past of present, should not be allowed to be running an HOA business.
3. Homeowners should have an official mediator or negotiator to recall or help with serious problems when they are not living in the area. Trying to get proxies is difficult and I question how the Villas Association used them at the December 6, 2007 meeting.
4. Freedom of speech should never be in question as we live in the United States of America.

Sincerely and in my humble opinion,  
Susan H. Puffer

# Document #1

Hi Andrew,

I am proposing that you be removed from the position of Manors President and a new president be nominated from the current Manors board. The following points substantiate the reasoning behind this proposal and form the basis for the removal.

## **[1] Conflict of Interest**

We are concerned that your UK record concerning your current DTI, disqualification to act as a Director was not mentioned or recorded during the process of putting yourself forward as a candidate for election. We therefore consider it inappropriate for you to maintain a position of office on the Manors or Masters board.

## **[2] Inappropriate Conduct**

You do not openly communicate with the wider board. The HOA is not run in the way that you like to believe or act. It is run as a committee and the respective members contribute to the decision making process. You are nobody's boss or employer - but you conduct yourself in this very way. We volunteer and run the HOA collectively to support the owners and the resort. Whilst your agenda is entirely selfish and your attempts at pushing others into taking action are unacceptable.

## **[3] Propagandist use of your forum**

We do not believe that your position as Manors President is in the interests of the association or fellow owners. We have also observed your negative and propagandist tactics over many months using your convenient forum as a vehicle. Again, your selective acceptance of certain posts and threads and deletion of anything that might contradict your personal views during recent months we find is unreasonable.

I am proposing a Special Agenda Meeting to consider your removal from office (not removal from the board). This is to be requested by two other Officers (namely myself and Malcolm Chisholm).

A remote conference will be proposed for those on the Manors board to vote (again, only you, myself and Malcolm are currently board members). 3 days notice will be given (as is required by Art. V, Section 3 - Masters and Manors Bylaws).

Regards,

A director may be disqualified as a result of an investigation by one of the following authorities:-

The Police - if fraud is suspected.

DTI Investigations - for general misconduct whilst running a company.

The Insolvency Service - usually as a result of an investigation of failed companies where a director knowingly continues to trade whilst insolvent.

Companies House - for breaches of the filing requirements as specified in the Companies Act.

If a case is proven, an individual is disqualified by order of court. On such occasions, for the period of time specified in the order the director shall not without leave of court:-

Be a director of a company.

Be a liquidator or administrator of a company.

Be a receiver or manager of a company's property.

Be concerned or take part, whether directly or indirectly, in the promotion, formation or management of a company.

Disqualifications are made under the Company Directors Disqualification Act 1986, Sections 2-12. For example, CDDA 1986 S6.

Sections 2 - 5: Disqualifications for general misconduct in connection with companies:-

2: On conviction of an indictable offence.

3: For persistent breaches of company legislation.

4: For fraud, etc, in winding-up.

5: On summary conviction.

Sections 6 - 9: Disqualification for unfitness to act as company director:-

6: Unfit directors of insolvent companies.

7: Disqualification undertaking made by an individual

8: Disqualification after investigation of company.

9: Matters for determining unfitness of directors.

Sections 10 - 12: Other cases of disqualification:-

10: Participating in wrongful trading.

11: Undischarged bankrupts.

12: Failure to pay under county court administration order.

The maximum period of disqualification is 15 years.

Document #2

PRIVATE & CONFIDENTIAL

Case Targeting Team  
Enforcement Directorate  
5<sup>th</sup> Floor  
Ladywood House  
45/46 Stephenson Street  
Birmingham  
B2 4UZ

Direct Line: 0121 698 4443  
Our Ref: Hotline Complaint/HC000011/J Jones  
Your Ref:  
Date: 13<sup>th</sup> December 2006

Tel: 0121 698 4000  
Fax: 0121 698 4095

DX address : 7138901  
DX exchange: Birmingham 37

Dear Sir

**RE: COMPANY: EMERALD ISLAND RESORT HOMEOWNERS  
DIRECTOR: ANDREW HOWARD SWEETENHAM**


I refer to your complaint submitted through the Insolvency Service Hotline.

I have reviewed the documentation provided to decide whether this is an appropriate matter for referral to the Department of Trade and Industry, Legal Services Directorate (Prosecutions).

I would advise you that, having carefully considered all the available information, I have concluded that this is an appropriate matter for formal criminal investigation and the papers will be passed on for consideration by a Lawyer within that department.

Thank you for your assistance in this matter.

Yours faithfully,

  
J Jones  
Examiner



Awarded for excellence



INVESTOR IN PEOPLE

# Individual Director Report

**Individual Director** ANDREW SWEETENHAM  
**Nationality:** BRITISH **Date of Birth:** 14/12/1962  
**Latest Address:** 95 PAXTON CRESCENT, SHENLEY LODGE, MILTON KEYNES,  
MK5 7PX, UK  
**Live Directorships of Trading/Non-Trading Companies:** 0 **Directorships of Dissolved Companies:** 8  
**Live Directorships of Companies with Insolvency Proceedings:** 0 **Resigned Directorships:** 3

## Live Directorships of Trading/Non-Trading Companies

None

## Directorships of Dissolved Companies

**Company Name:** FIRST DATA (MANAGEMENT) LIMITED  
**Registered Number:** 02799474  
**Status:** Dissolved  
**Latest Accounts Date:** --  
**Latest Turnover :** --  
**Latest Pre-tax Profit :** --  
**Latest Net Worth :** --  
**Position:** APPOINTMENT OF COMPANY DIRECTOR  
**Appointment Date:** 25/01/1994  
**Occupation/Function:** MANAGER

**Company Name:** DASHTWICE PROJECTS LIMITED  
**Registered Number:** 02830842  
**Status:** Dissolved  
**Latest Accounts Date:** --  
**Latest Turnover :** --  
**Latest Pre-tax Profit :** --  
**Latest Net Worth :** --  
**Position:** APPOINTMENT OF COMPANY DIRECTOR  
**Appointment Date:** 05/01/1994  
**Occupation/Function:** MANAGER

**Company Name:** C I COMPUTER GROUP LIMITED  
**Registered Number:** 02831226  
**Status:** Dissolved  
**Latest Accounts Date:** --  
**Latest Turnover :** --  
**Latest Pre-tax Profit :** --  
**Latest Net Worth :** --  
**Position:** APPOINTMENT OF COMPANY DIRECTOR  
**Appointment Date:** 18/04/1994  
**Occupation/Function:** MANAGING DIRECTOR

**Company Name:** CIS (MANAGEMENT) LIMITED



**Registered Number:** 02855045  
**Status:** Dissolved  
**Latest Accounts Date:** -  
**Latest Turnover :** -  
**Latest Pre-tax Profit :** -  
**Latest Net Worth :** -  
**Position:** APPOINTMENT OF COMPANY DIRECTOR  
**Appointment Date:** 18/04/1994  
**Occupation/Function:** MANAGING DIRECTOR

**Company Name:** C I COMPUTER SYSTEMS LIMITED  
**Registered Number:** 02855047  
**Status:** Dissolved  
**Latest Accounts Date:** -  
**Latest Turnover :** -  
**Latest Pre-tax Profit :** -  
**Latest Net Worth :** -  
**Position:** APPOINTMENT OF COMPANY DIRECTOR  
**Appointment Date:** 18/04/1994  
**Occupation/Function:** MANAGING DIRECTOR

**Company Name:** C I NETWORKS LIMITED  
**Registered Number:** 02855051  
**Status:** Dissolved  
**Latest Accounts Date:** -  
**Latest Turnover :** -  
**Latest Pre-tax Profit :** -  
**Latest Net Worth :** -  
**Position:** APPOINTMENT OF COMPANY DIRECTOR  
**Appointment Date:** 18/04/1994  
**Occupation/Function:** MANAGING DIRECTOR

**Company Name:** C.I. HOLDINGS LIMITED  
**Registered Number:** 02900258  
**Status:** Dissolved  
**Latest Accounts Date:** -  
**Latest Turnover :** -  
**Latest Pre-tax Profit :** -  
**Latest Net Worth :** -  
**Position:** APPOINTMENT OF COMPANY DIRECTOR  
**Appointment Date:** 17/05/1994  
**Occupation/Function:** DIRECTOR

**Company Name:** SUPPORTNET LIMITED  
**Registered Number:** 03030929  
**Status:** Dissolved  
**Latest Accounts Date:** 31/03/1999  
**Latest Turnover (£ '000):** 94  
**Latest Pre-tax Profit (£ '000):** 14  
**Latest Net Worth (£ '000):** -24

Position: APPOINTMENT OF COMPANY DIRECTOR  
Appointment Date: 07/04/1997  
Occupation/Function: COMPUTER CONSULTANT

**Live Directorships of Companies with Insolvency Proceedings**

None

**Resigned Directorships**

**Company Name:** FIRST DATA ( U. K. ) LIMITED  
**Registered Number:** 02737534  
**Status:** Dissolved  
**Latest Accounts Date:** --  
**Latest Turnover :** --  
**Latest Pre-tax Profit :** --  
**Latest Net Worth :** --  
**Position:** RESIGNATION OF COMPANY DIRECTOR  
**Appointment Date:** --  
**Resignation Date:** 03/06/1994  
**Occupation/Function:** PROPOSED DIRECTOR

**Company Name:** SUPPORTNET LIMITED  
**Registered Number:** 03030929  
**Status:** Dissolved  
**Latest Accounts Date:** 31/03/1999  
**Latest Turnover (£ '000):** 94  
**Latest Pre-tax Profit (£ '000):** 14  
**Latest Net Worth (£ '000):** -24  
**Position:** RESIGNATION OF COMPANY SECRETARY  
**Appointment Date:** --  
**Resignation Date:** 11/12/1996  
**Occupation/Function:** COMPUTER CONSULTANT

**Company Name:** SUPPORTNET 2000 LIMITED  
**Registered Number:** 03895413  
**Status:** Dissolved  
**Latest Accounts Date:** 31/03/2001  
**Latest Turnover :** --  
**Latest Pre-tax Profit :** --  
**Latest Net Worth :** --  
**Position:** RESIGNATION OF COMPANY DIRECTOR  
**Appointment Date:** --  
**Resignation Date:** 01/10/2002  
**Occupation/Function:** DIRECTOR

Document #4



### Read Message

Reply Reply All Forward Delete Move To: (Choose Folder) Previous Next Back to: Inbox

**From:** Deana Hamill [mailto:dhamill1@tampabay.rr.com]  
**Sent:** Wednesday, August 15, 2007 4:43 PM  
**To:** joden@fisherlawfirm.com  
**Cc:** Sue Carpenter  
**Subject:** Emerald Island Villas

Mr. Oden,

I have received your letters today and have attached a copy of the minutes from the meeting question for your review. As you will read, the information you have stated is incorrect. The Board of Directors are conducting an audit with a CPA and there are discrepancies found in the records provided by Community Management Professionals. I never said the funds were mishandled or embezzled as I do not believe that Sue would do this. I have resigned from this association due to the ongoing conflicts with Sue Carpenter and Don Asher. The communities that signed with Don Asher will confirm they signed due to lack of management services provided by Joe Harvey, a manager Sue hired after my employment. They will confirm that they just want the job done.

Should Sue wish to continue this she is welcome to do so. I just left the industry and most likely will not be renewing my license. I am also claiming bankruptcy so it would really be a waste of time.

She can publish this if she wishes! She can hurt me no further!

Deana

No virus found in this outgoing message.  
Checked by AVG Free Edition.  
Version: 7.5.516 / Virus Database: 269.20.5/1279 - Release Date: 2/14/2008 6:35 PM

Reply Reply All Forward Delete Move To: (Choose Folder) Previous Next Back to: Inbox

Search Messages

Web Images Audio Video News Yellow & White Pages Maps

Now Searching:

Google Live Search

Advanced Search | Preferences

Document#5

Yahoo! SMALL BUSINESS

Print - Close Window

**Date:** Mon, 04 Feb 2008 16:58:26 +0000  
**From:** "Andrew Sweetenham [UKU]" <asweetenham@uku.co.uk>  
**Subject:** Gall Enterprises - Financials  
**To:** "Gwyn@emerald Island" <gllana@gallenterprises.com>  
**CC:** "Gwyn LLana" <gwynllana@yahoo.com>, "Brett" <Villasprez@att.net>, "Barbara Jean" <barbarajeane@tampabay.rr.com>, "Mark Hedley" <markhedley1@yahoo.co.uk>, "Andy Cowley" <acowley@frontiernet.net>, michael@oppenheimeronline.com, chisholm2@googlemail.com, "Deana Marie Hamill" <midfloridaproperties@gmail.com>

PRIVATE & CONFIDENTIAL

Hi Gwyn,

I understand that you have not been able to provide the financial information as requested? As the deadline was Jan 31st 2008, this will now be an issue for review at the next Masters meeting (Feb 5th 2008 at 4pm). I'm not sure why this is difficult for you, but this does mean that you are in breach of your contract.

I would very much appreciate if you could provide the following (which might be easier for you to provide).

- Gross Income from Arcade machines per month since Mar 2007
- Gross Income from Tiki Bar per month since opening
- Income from adverts placed around clubhouse and fencing perimeter (if any - if no income, why are they there?)
- Hours you spent on site last week
- What is being done about the latest pool & spa violations?
- How often the clubhouse is cleaned and the restrooms are cleaned and replenished

Thanks Gwyn.

Regards,  
Andrew

**Andrew Sweetenham**  
Mbl: +44 (0)7831 393633  
skype ID: andrew\_sweetenham  
email: asweetenham@uku.co.uk

Y! MAIL SMALL BUSINESS

Print - Close Window

**Date:** Mon, 04 Feb 2008 16:58:26 +0000

**From:** "Andrew Sweetenham [UKU]" <asweetenham@uku.co.uk>

**Subject:** Gall Enterprises - Financials

**To:** "Gwyn@emerald Island" <gllana@gallenterprises.com>

**CC:** "Gwyn LLana" <gwynllana@yahoo.com>, "Brett" <Villasprez@att.net>, "Barbara Jean" <barbarajeane@tampabay.rr.com>, "Mark Hedley" <markhedley1@yahoo.co.uk>, "Andy Cowley" <acowley@frontiernet.net>, michael@oppenheimeronline.com, chisholm2@googlemail.com, "Deana Marie Hamill" <midfloridaproperties@gmail.com>

PRIVATE & CONFIDENTIAL

Hi Gwyn,

I understand that you have not been able to provide the financial information as requested? As the deadline was Jan 31st 2008, this will now be an issue for review at the next Masters meeting (Feb 5th 2008 at 4pm). I'm not sure why this is difficult for you, but this does mean that you are in breach of your contract.

I would very much appreciate if you could provide the following (which might be easier for you to provide).

- Gross Income from Arcade machines per month since Mar 2007
- Gross Income from Tiki Bar per month since opening
- Income from adverts placed around clubhouse and fencing perimeter (if any - if no income, why are they there?)
- Hours you spent on site last week
- What is being done about the latest pool & spa violations?
- How often the clubhouse is cleaned and the restrooms are cleaned and replenished

Thanks Gwyn.

Regards,  
Andrew

**Andrew Sweetenham**  
Mbl: +44 (0)7831 393633  
skype ID: andrew\_sweetenham  
email: asweetenham@uku.co.uk

Document #6

 **Read Message**
[Reply](#) [Reply All](#) [Forward](#) [Delete](#) [Move To: \(Choose Folder\)](#)
[Previous](#) [Next](#) **Back to:** Susan's Stuff

**Gwyn LLana** <gllana@gallenterprises.com> wrote:

Hi Malcolm and Michael,

This e-mail is to inform you of my encounter today with Barbara Jean. She requested the pool logs and so I placed a call to Alvaro and told him to have the logs to me tomorrow; he said that they needed to be under lock and key at the spot where service is being done.

I explained this to BJ and so I suggested copies and would have Raul bring me the logs and I make the copies, but she was upset about them. She was upset at the Clubhouse about the pool logs and said I promised them to her in the last Master's meeting and I said of course, no big deal. I then walked away to take care of things around the Clubhouse and we have been busy and guests are all around when this is happening.

I then am called in by Deana to see BJ in Gwyn's ex-office(some humor here)because BJ has to talk to me. BJ proceeds to ask me again about the pool logs and I tell her that I have already told her they would be copied to her tomorrow.

She then tells me what she really wants and that is to accuse me of taking game money. She asked me if my statement was correct that I turned in last week to the Master board and I said of course it is. She said she was giving me a chance to come clean with her before she has to make her report to the board. I told her should I get my attorney because you are accusing me here of stealing money. She said she wasn't but I had a chance to make changes in the report and come clean. So what is that?

I informed BJ that there are two things I don't do and that is to lie or steal money and I explained that after all I have done for EIR this is ridiculous!

I told her the reason she was doing this is to find fault so my contract and my reputation would be tarnished and that my contract would not be renewed.

I told her just don't renew it and then I laughed! I told her to get a life because her blood pressure was going up for what? Pool records and money? I told her what a laugh.

She said that CMP does not have any record of me giving them the money of \$1256.00 and I said I gave it to them and I would have to find a copy.

She said the game people said that there was a shortage of \$1000.00 and that my staff stole it. Accusations? No, not BJ, she never accuses people of anything! She said they kept records and I told her, no they didn't. I only received on slip of paper from them and that is when I first started in March.

BJ said she was here to help me and all I have to do is to come clean, since I was stupid enough to let the clause be placed into my contract, and so they took me up on it because they could. It was harassment, pure and simple.

Here is my question to you, how much more harassment does Gwyn have to go through?

I told her to give the Concierge's contract to the Puerto Ricans and they could not come even close to what I do. Honestly, I don't want to go through another year of this harassment with all of them.

She called me stupid and I told her that I agree but I am not any more, I have learned!

The money and the report I have turned into the HOA, I will report it to the Internal Revenue because I gave it to Deana. This money is money that is forced from a vendor to give, for having his product at the clubhouse and it is against the law.

My job is suppose to be fun and I love what I do and we are getting "5" which are excellent reviews from guests and owners, but it doesn't seem that it is enough for some people. These people get to do whatever their hearts desire and I don't want to play anymore.

No matter what exceptional job I do, I get crap thrown in my face and no one stands against them to protect my work. One year of this is enough!

Regards,  
Gwyn

[Reply](#) [Reply All](#) [Forward](#) [Delete](#) [Move To: \(Choose Folder\)](#)
[Previous](#) [Next](#) **Back to:** Susan's Stuff

[Web](#) [Images](#) [Audio](#) [Video](#) [News](#) [Yellow & White Pages](#) [Maps](#)

Now Searching:

 
[Google](#) [YAHOO!SEARCH](#) [Live Search](#)

Document# >

YAHOO! SMALL BUSINESS

Print - Close Window

**Date:** Mon, 28 Jan 2008 05:55:34 -0500  
**From:** "Andrew Sweetenham [UKU]" <asweetenham@uku.co.uk>  
**Subject:** RE: Monday  
**To:** "Gwyn LLana" <gllana@gallenterprises.com>

Hi Gwyn,

How are you?

I called into to EIR on Sunday and nobody was behind the desk. I looked around for about 15 mins and left. This was 12:00 - 12:15pm

Regards,  
Andrew

**Andrew Sweetenham**  
Mbl: +44 (0)7831 393633  
skype ID: andrew\_sweetenham  
email: asweetenham@uku.co.uk

**From:** Gwyn LLana [mailto:gllana@gallenterprises.com]  
**Sent:** 27 January 2008 21:06  
**To:** Deana Marie Hamill  
**Cc:** Brett; Barbara Jean; Michael Oppenheimer; Malcolm Chisholm; Mark Hedley; Andrew Sweetenham [UKU]; Andy Cowley  
**Subject:** Re: Monday

Hi Deana,

Just a note to let you know that your office is ready for you to move into tomorrow, nice and clean. I was out at EIR today and made sure all was ready. I had your mail box put up outside the doors of the offices and it looks great!

You do need a mail box for incoming mail and messages, maybe outside of your office. Just let me know and I can have Raul put it up for you.

My office looks great and Raul hooked everything up for me today.

Have a great one and I will see you tomorrow afternoon.

Gwyn

No virus found in this incoming message.  
Checked by AVG Free Edition.  
Version: 7.5.516 / Virus Database: 269.19.12/1245 - Release Date: 26/01/2008 15:45

Yahoo! SMALL BUSINESS

Document #8

Print - Close Window

**From:** Villasprez@att.net

**To:** "Andrew Sweetenham [UKU]" <asweetenham@uku.co.uk>, theopps@gmail.com, "Gwyn LLana" <gllana@gallenterprises.com>

**CC:** "Andy Cowley" <acowley@frontiernet.net>, "Barbara Jean Frederick" <barbarajeane@tampabay.rr.com>, "Mark Hedley" <markhedley1@yahoo.co.uk>, "Me Me" <michael@oppenheimeronline.com>, "Malcolm Chisholm" <chisholm2@googlemail.com>

**Subject:** RE: GALL Enterprises

**Date:** Tue, 22 Jan 2008 23:46:18 +0000

Let me officially concur as well!

Brett

----- Original message from "Andrew Sweetenham [UKU]" <asweetenham@uku.co.uk>: -----

---

> Hi All,

>

> Michael is quite right.

>

> We need to have the openness to be able to collaborate and develop the  
> opportunities we do have (Nick's original projections for the Tiki bar were  
> always overly optimistic).

>

> I would support Michael's view. We need to develop further income streams  
> and Gwyn can not be expected to do this alone. Hence, the need to work  
> together.

>

> Regards,

> Andrew

>

> Andrew Sweetenham

> Mbl: +44 (0)7831 393633

> skype ID: andrew\_sweetenham

> email: asweetenham@uku.co.uk

>

>

>

> -----Original Message-----

> From: theopps@googlemail.com [mailto:theopps@googlemail.com]

> Sent: 22 January 2008 11:00

> To: Gwyn LLana; Brett Landsman; Andrew Sweetenham; Andy Cowley; Barbara Jean

> Frederick; Mark Hedley; Me Me; 'Malcolm Chisholm'

> Subject: Re: GALL Enterprises

>

> Gwyn

> As you know, I am satisfied with Gall enterprises and in no doubt of your  
> loyalty and commitment to the resort.

> Look on the bright side. With a careful evaluation of your records

> (particularly those of the tiki bar) it may be the case that the treasurer

> would support your application for an increase to subsidise your costs in  
> relation to the bar.

> Certainly he may feel that your overall management fee is fair and

> equitable.

> The glass may be half full, not half empty.



#8

> Kind regards  
 > Michael  
 >  
 > Sent from my BlackBerry® wireless device  
 >  
 > -----Original Message-----  
 > From: Gwyn LLana  
 >  
 > Date: Mon, 21 Jan 2008 23:12:24  
 > To: Villasprez@att.net, "Andrew Sweetenham [UKU]" ,  
 > 'Andy Cowley' , 'Barbara Jean Frederick'  
 > , 'Mark Hedley' ,  
 > michael@oppenheimeronline.com, 'Malcolm Chisholm'  
 > Subject: RE: GALL Enterprises  
 >  
 >  
 > Dear Board Members:  
 >  
 > It has come to my attention that GALL Enterprises is being looked at as a  
 > company that is possibly stealing from Emerald Island Resort. ✓  
 > 1. That GALL Enterprises has taken monies that could have bettered your  
 > resort  
 > 2. That my staff are employees and not contract labor.  
 >  
 > GALL Enterprises' books have been requested after the Master Board Meeting  
 > on Friday, Jan 18, 2008, and not given enough time to adequately prepare a  
 > & gt; report. The books were to be turned over by Jan. 22, 2008.  
 >  
 > GALL Enterprises was threatened to produce the books by Jan. 22, 2008 or  
 > else someone would be sent to my office to collect the books.  
 >  
 > My response at first was that my books would be closed out by Jan. 31, 2008,  
 > but this was not acceptable.  
 >  
 > After the threat, I agree to have them ready on Tues, Jan. 22, 2008.  
 >  
 > It doesn't matter how much I have devoted to EIR to turn it around, or how  
 > many hours I spend taking care of guests and owners and putting on events; I  
 > have been treated wrongly.  
 >  
 > I don't appreciate the games or slander against my person or company; I have  
 > established a program to enhance Emerald Island Resort.  
 >  
 > Realtors are selling EIR due to the changes GALL Enterprises has established  
 > and guests are hap py that EIR is not boring but has activities and has life!  
 >  
 >  
 > With all the investment that I have put into EIR, in licensing, tiki bar,  
 > purchasing products to enhance the tiki bar, starting a menu of foods, beer,  
 > wine, import beers, calendar of events which are e-mailed to all management  
 > companies, and GALL Ent. paying for these events.  
 > GALL Ent. pays for Karaoke every Saturday night, rain or shine!  
 >  
 > It is very rare to make \$100.00 a night and just yesterday I made \$19.00,  
 > when it cost me \$90.00 to pay an attendant. I then have to pay the Internal  
 > Revenue 7% on that \$19.00 and I spent \$8.00 on the product. So for that  
 > \$19, I am in the red \$80.33 for the day. I must have my head examined! I  
 > do not keep the bar open because of the monies it brings, but because of the  
 > atmosphere it provides for your guests.  
 >

#8

- > Firstly, I would like to address incoming monies from vendors.
- >
- > I have a sheet on the monies coming in from the games.
- > I have expressed to the Board that as long as you have a TAX ID #, Pepsi,
- > Mystic Dunes will cut you a check, but I have not heard back from the Board,
- > and that money is being held by them and that money is waiting for you and
- > all they need is your TAX ID #.
- >
- > In response to staff contracts. Each of my staff members has signed a
- > contract with me, and are fully aware of the fact that they are contract
- > labor.
- >
- > Here are GALL Enterprises Records:
- >
- > Vendors:
- >
- > \* Budweiser
- > \* Pepsi (Who we've collected nothing from, and paid \$1,677.25 to)
- > \* DJ Services
- > \* HOA (We've given a total of \$1,259.50)
- > \* Gold Cup Coffe e
- > \* Focus Publishing
- > \* American Helium
- > \* Orlando Sentinel
- > \* Prism Residential Pools
- > \* CPS Catntenbrian
- > \* Staples
- > \* Office Depot
- > \* Sams Club
- > \* Super Power PC
- > \* Trail R Sign & nbsp;
- > \* Wishing Well Florist
- > \* Betty Mills
- > \* Bar Supplies
- > \* Blockbuster Movies
- > \* Concord Supplies
- > \* Gala Uniforms
- > \* Jesters & nbsp;
- >
- >
- > Profit and Loss
- >
- >
- >
- >
- > Jan - Dec 07
- > Ordinary Income/Expense
- > Income
- > Rental -12.00
- > Tiki Bar Deposit 13,196.50
- > Commission 1,259.50
- > CMP 156,750.00
- > Total Income 171,194.00
- > Expense
- > Automobile Expense 1,035.02
- > Bank Charges 805.44
- > Contributions 1,585.61
- > Insurance
- > Liability Insurance 572.31
- > Total Insurance 572.31
- > Licenses and Permits 1,135.50

#8

- > Loan -8,500.00
- > Loan repayment 8,265.40
- > Maintenance 187.40
- > Management Fees
- > Background Checks 39.90
- > Total Management Fees 39.90
- > Meals and Entertainment 878.97
- > Miscellaneous 254.36
- > Payroll Expenses 167,936.45
- > Postage and Delivery 172.22
- > Professional Fees
- > Accounting 591.84
- > Professional Fees - Other 140,250.00
- > Total Professional Fees 140,841.84

- >
- > Repairs
- > Computer Repairs 300.00
- > Repairs - Other 4,460.70
- > Total Repairs 4,760.70
- > Supplies
- > Staples 212.27
- > Marketing 3,794.53
- > Office 7,230.63
- > Supplies - Other 9,981.93
- > Total Supplies 21,219.36
- > Taxes 687.53
- > Telephone 5,127.10
- > Tiki Bar Supplies 13,773.52
- > Travel 112.00
- > Total Expense 186,522.05
- > Net Ordinary Income -15,328.05
- > Other Income/Expense
- > Other Expense
- > Other Expenses 821.20
- > Total Other Expense 821.20
- > Net Other Income -821.20
- > Net Income -16,149.25

>

> In summary, GALL Enterprises and staff have enjoyed working for Emerald Island Resort, and it's quite apparent that it hasn't been for the money, but for the ability to turn Emerald Island around. In saying all of this, I have never complained about anything that has been asked of me to do to help Emerald Island - i.e. property management responsibilities, repairs, trash pick-up; and never expect anything in return. Therefore, I don't appreciate the treatment, the gossip, and the slander that has been given or the lack of backing of the Board of Directors.

>

>

> Regards,

> Gwyn Ann Llana

> GALL Enterprises, Inc

>

>

>

>

> No virus found in this incoming message.

> Checked by AVG Free Edition.

> Version: 7.5.516 / Virus Database: 269.19.8/1236 - Release Date: 21/01/2008

> 20:23

Document #9

PRINT - CLOSE WINDOW

YAHOO! SMALL BUSINESS

**From:** Villasprez@att.net

**To:** "Andrew Sweetham" <asweetenham@uku.co.uk>, "Deana Marie Hamill" <midfloridaproperties@gmail.com>, "Gwyn LLana" <gllana@gallenterprises.com>

**CC:** "Michael Oppenheimer" <michael@ourvilla.net>, "Mark Hedley" <markhedley1@yahoo.co.uk>, "Barbara Jean Frederick" <barbarajeane@tampabay.rr.com>, "Andy Cowley" <acowley@frontiernet.net>, "Malcolm" <chisholm2@comcast.net>

**Subject:** RE: URGENT: Payroll - Gwyn

**Date:** Fri, 15 Feb 2008 15:38:44 +0000

Dear BODs, Deana, and Gwyn,

I was told Gwyn has already been paid for the upcoming period. Gwyn states otherwise. Please see her message below.

Can Andrew (The Treasurer) & Deana (Onsite Manager) please clear up this matter with Gwyn (Consierge Vendor) ASAP.

Gwyn, can we ask that you maintain the services, especially since you have been paid up front throughout the contract. There is a claim that you were paid 2 times in one period, thus you should still be paid through the next period. Please check your records for the number of payments made to date.

Thanking all for your anticipated cooperation.

Brett (Master Pres)

----- Original message from Gwyn LLana <gllana@gallenterprises.com>: -----

Hi Brett,

I was told by Deana that my check will not be available today for me to do payroll.

I have a large staff and a large payroll that is due and I need your help here.

I will have to send my staff home and close the tiki bar because my services were paid up to today.

I await your reply on this matter.

Thank you,  
Gwyn

#### Forwarded Message

**Date:** Fri, 15 Feb 2008 07:18:03 -0800 (PST)

**From:** "Gwyn LLana" <gllana@gallenterprises.com>

**Subject:** RE: Payroll

**To:** Villasprez@att.net

#### HTML Attachment

Hi Brett,

I was told by Deana that my check will not be available today for me to do payroll.

I have a large staff and a large payroll that is due and I need your help here.



Document #10  
page 2

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	<p>A. Signature <input checked="" type="checkbox"/> X <i>A. Escamilla</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>A. ESCAMILLA</i> C. Date of Delivery <i>1-29</i></p>
<p>1. Article Addressed to:</p> <p><i>EIA MASTER ASSOC c/o DON ASHER 121-WOBB PR SUITE 211 DAVENPORT FL 33837</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p><i>7007 1490 0000 8984 5064</i></p>

# Document # 11

To: barbarajeane@tampabay.rr.com; tarlena1@hotmail.com; Villasprez@att.net;  
mchisholm@sweetbreezavillas.com; asweetenham@uku.co.uk; acowley@frontiernet.net;  
markhedley1@yahoo.co.uk; manors@emeraldlandhoa.org  
> Subject: Re: contract  
> Date: Sat, 16 Feb 2008 09:04:04 +0000  
> From: theopps@googlemail.com  
>  
> Tarlena  
> Barbara Jeans response to you as a home owner is regrettably curt and somewhat arrogant.  
> What she should have told you (BJ giving the advice and being a bod member well acquainted with the statute) is  
> what precisely you have to do to get what you asked for. Unfortunately I cannot give you the answer myself at this  
> time.  
> However Brett has promised me the document by fax on several occasions and has failed to honour the  
> commitment (and I am a bod member) so you must make your own conclusions as to why sight of the document is  
> so resisted.  
> Michael  
>  
> Sent from my BlackBerry® wireless device  
>  
> -----Original Message-----  
> From: "Barbara Jean Frederick" <barbarajeane@tampabay.rr.com>  
>  
> Date: Fri, 15 Feb 2008 22:12:19  
> To: "tarlena jenkins" <tarlena1@hotmail.com>, "Brett Villas" <villasprez@att.net>, "Malcolm Chisholm"  
> <mchisholm@sweetbreezavillas.com>, "Andrew Sweetenham" <asweetenham@uku.co.uk>, "Andrew Cowley"  
> <acowley@frontiernet.net>, "Mark Hedley" <markhedley1@yahoo.co.uk>, "Michael Oppenheimer"  
> <manors@emeraldlandhoa.org>  
> Subject: RE: contract  
>  
>  
> There are proper procedures to follow when making an official request.  
>  
> Please follow the Florida Statutes when submitting your requests.  
>  
>  
> Thanks for your interest,  
>  
> Barbara Jean  
>  
> Cell: (407) 467-8800  
> Office: (863) 816-9227  
> Fax: (863) 859-4366  
> barbarajeane@tampabay.rr.com  
>  
> <http://jdvacationvillas.com> <<http://jdvacationvillas.com>>  
> <http://topvillasillustrated.com> <<http://topvillasillustrated.com>>  
>  
>  
>  
> From: tarlena jenkins [mailto:tarlena1@hotmail.com]  
> Sent: Friday, February 15, 2008 9:57 PM  
> To: Brett Villas; 'Malcolm Chisholm'; 'Andrew Sweetenham'; Andrew Cowley; Mark Hedley; Michael  
> Oppenheimer; barbarajeane@tampabay.rr.com  
> Subject: contract  
>

# Document #11

- >
- > Hi Everyone,
- >
- > After being mailed by numerous owners, this is an Official Request
- > Please can I be sent a copy of Deana's contract, and her license to operate her business from Emerald Island.
- > Being here, I guess owners think I have their answers.
- > Andrew did say he would forward this to me two weeks ago, but I appreciate he has been busy.
- >
- > Tarlena.
- >
- > -----
- >
- > Helping your favorite cause is as easy as instant messaging. You IM, we give. Learn more.



Document # 11



Read Message



Move To: (Choose Folder)



Back to: Inbox

> To: tarlena1@hotmail.com; Villasprez@att.net; mchisholm@sweetbreezевillas.com; asweetenham@uku.co.uk; acowley@frontiernet.net; markhedley1@yahoo.co.uk; manors@emeraldislandhoa.org; barbarajejan@tampabay.rr.com

> Subject: Re: contract

> Date: Sat, 16 Feb 2008 09:09:16 +0000

> From: theopps@googlemail.com

>

> Tarlena

> In addition to my last response and to clarify my position I would not be able to give you sight of the document myself even if Brett had honoured his commitment and sent it to me as to do so would break the code of conduct which I am abiding by.

> It would need to be provided by the Secretary or President I would think.

>

> Kind regards

> Michael

>

> Sent from my BlackBerry® wireless device

>

> —Original Message—

> From: tarlena jenkins <tarlena1@hotmail.com>

>

> Date: Fri, 15 Feb 2008 21:56:45

> To: Brett Villas <villasprez@att.net>, 'Malcolm Chisholm' <mchisholm@sweetbreezевillas.com>, 'Andrew Sweetenham' <asweetenham@uku.co.uk>, Andrew Cowley <acowley@frontiernet.net>, Mark Hedley <markhedley1@yahoo.co.uk>, Michael Oppenheimer <manors@emeraldislandhoa.org>, "barbarajejan@tampabay.rr.com" <barbarajejan@tampabay.rr.com>

> Subject: contract

>

>

> Hi Everyone,

>

> After being mailed by numerous owners, this is an Official Request

> Please can I be sent a copy of Deana's contract, and her license to operate her business from Emerald Island.

> Being here, I guess owners think I have their answers.

> Andrew did say he would forward this to me two weeks ago, but I appreciate he has been busy.

>

> Tarlena.

>

> \_\_\_\_\_

> Helping your favorite cause is as easy as instant messaging. You IM, we give. Learn more.

Need to know the score, the latest news, or you need your Hotmail®-get your "fix". Check it out.



Move To: (Choose Folder)



Back to: Inbox



Web Images Audio Video News Yellow & White Pages Maps

Search input field



Now Searching:

Google YAHOO! SEARCH Live Search

Advanced Search | Preferences

Good Morning, Mr. Chairman and Panel members.

My name is Anthony Szczepanski. I live in a condominium together with three hundred and three other owners. I came here from Pompano Beach.

This is my third appearance before this Select Committee. I wish to thank each of you for the work you have done and the task you have undertaken to help to protect people living in condominiums and homeowners' associations.

For many months, since May 2007, I have been trying to get financial information and answers to many questionable board actions.

More importantly I wanted to feel confident that our money was being spent properly and was well accounted for. I wanted to know where the money was going, how long the work would take. Why General contractor for hurricane reconstruction was fired and replaced by friends and comrades of illegally constituted new board.

I had many questions. Soon I realized the best way to proceed was to get documented facts by asking specific questions from persons and organizations qualified to provide such answers.

I tried to get facts and explanations from our condo board. I contacted the Division of Business and Professional Regulation. Then I entered the world of bureaucracy.

I discovered the CCFJ, the Cyber Citizens for Justice. I studied our association's documents. I wrote numerous letters. I made many phone calls. I spoke with my neighbors and even friends in other associations.

I kept notes and carefully documented records. As the months passed I almost decided it was hopeless. Then I heard about your Select Committee.

Thanks to your efforts and powers I finally began to receive information.

In the subpoena you issued it was clear which documents I had requested previously and have yet to receive.

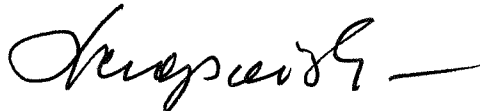
When my information requests are fully and accurately met and received, I will begin to analyze and trace the related actions taken, the amounts billed, the amounts paid, the actual work done, when and by whom and with what results, etc.

In short I will do my due diligence, reaching out to specialist professionals if necessary.

I realize my involvement must continue until positive corrective actions are taken with redress of any improper or illegal activities that I believe may have occurred.

Without your help I am convinced nothing would have been possible.

Again, I thank you all for your dedication and I trust we all may count on your continuing good faith efforts in our behalf.

A handwritten signature in black ink, appearing to read 'Anthony W. Szczepanski', followed by a horizontal line.

Anthony W. Szczepanski

February 16, 2008

Orlando, Florida

Before Florida Speaker Marco Rubio's Select Committee on Condominium and Home Owners' Association Governance.