DBPR Form ARB 6000-001
Effective: July 4, 2004

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES

IN RE: PETITION FOR ARBITRATION

Michael Meiresonne, Unit 213 Owner,
200 La Peninsula Condo Assn.,
Petitioner(s) (name of association or unit owner filing petition),

v.

Case No. _____
(To be assigned by Division)

200 La Peninsula Condo Assn., Inc., and
The Club at La Peninsula, Inc.,
Respondent(s) (If Petitioner is an association, the name of unit owner, and tenant if applicable. If Petitioner is a unit owner, the name of the association).

## MANDATORY NON-BINDING PETITION FORM

The original petition for arbitration, which shall be accompanied by a $50 filing fee and 1 copy of the petition for each named respondent, shall be mailed to:

Department of Business and Professional Regulation
Attn: Arbitration Section
Capital Commerce Center
2601 Blair Stone Road
Tallahassee, Florida 32399-1030

In the case of a condominium dispute, Petitioner shall attach one complete copy of the current bylaws, articles of incorporation, declaration of condominium and rules and regulations, including any amendments to each, and a copy of pertinent portions of the documents for each named respondent. In the case of a cooperative dispute, Petitioner shall attach one complete copy of the articles of incorporation, bylaws, proprietary leases,

and rules and regulations, including any amendments to each, and a copy of pertinent portions of the documents for each named respondent.

Name, mailing address, and phone number of party filing petition (if the party filing the petition is an association, provide both the street address and mailing address, if different, for the association:

Michael Meiresonne, 213 La Peninsula, Naples, FL 34113; 616-204-1156.

Name, mailing address, and phone number of Petitioner's representative, if any:

If Petitioner's representative is not an attorney, attach DBPR form ARB96-002, QUALIFIED REPRESENTATIVE APPLICATION, as required by Rule 61B-45.004, Florida Administrative Code.

The name, mailing address, and phone number, if known, of each Respondent (if Respondent is an association, give the name and address of either the president or the secretary of the association or the registered agent of the association):

La Peninsula Condo Association, Inc., Attn.: Robert White 200 La Peninsula, Naples, FL 34113; The Club at Peninsula, Inc., Attn.: David Petrella, 10 La Peninsula Blvd., Naples, FL 34113; La Peninsula Condo Association & The Club at Peninsula c/o Resort Management, 815 Bald Eagle Dr. #201, Marco Island, FL 34145.

If the dispute involves a tenant or guest, the name and mailing address of that person:

The arbitrator only has jurisdiction over those complaints which meet the definition of "dispute" in section 718.1255, Florida Statutes. Check the appropriate sub-section from section 718.1255(1), Florida Statutes, which provides the jurisdictional basis of your dispute:

(1) DEFINITIONS. -- As used in this section, the term "dispute" means any disagreement between two or more parties that involves:

(a) The authority of the board of directors, under this chapter or association document to:

_____ 1. Require any owner to take any action, or not to take any action, involving that owner's unit, or the appurtenances thereto.

X 2. Alter or add to a common area or element.

(b) The failure of a governing body, when required by this chapter or an association document, to:

_____ 1. Properly conduct elections.

_____ 2. Give adequate notice of meetings or other actions.

X 3. Properly conduct meetings.

X 4. Allow inspection of books and records.

A dispute does not include any disagreement that primarily involves: title to any unit or common element; the interpretation or enforcement of any warranty; the levy of a fee or assessment; the collection of an assessment levied against a party; the eviction or other removal of a tenant from a unit; alleged breaches of fiduciary duty by one or more directors; or claims for damages to a unit based upon the alleged failure of the association to maintain the common elements or condominium property.

## STATEMENT OF THE FACTS

Explain the dispute, including all relevant facts. Each fact must be set forth in a separate paragraph. Be sure to attach copies of all relevant documents as exhibits to the petition. (If more space is needed, attach a separate sheet of paper):

(1) I am the owner of Condo #213 at the La Peninsula Condo Association, 213 La Peninsula, Naples, FL, having purchased it from William Zammer in March 2019. My unit is located on the ground floor of a three-story building.

(2) My condominium is located in one of seven buildings that compromise the condominium development in Naples known as The Club at La Peninsula, Inc. Each building is a separate condominium association with its own board which are all part of the master association known as The Club at La Peninsula and governed by a Master Board of Directors as detailed in the attached Articles of Incorporation and By-Laws referenced as **Exhibit A and B** to this petition.

(3) My condominium is located in Building 200 which is part of what is known as the 200 La Peninsula Condominium Association, Inc. (see **Exhibit C)** and governed by a board of directors subject to the Articles of Incorporation and an amended and restated set of by-laws (see **Exhibit D**).[1] Per our by-laws, the operation of our condominium association is subject to the Master Association Board and its by-laws. Our building has 25 units.

(4) In June 2018, plans to construct an elevated walkway to the front or **north** side of the building in an area outside of the windows of two of our bedrooms, where there were numerous palm trees and other decorative vegetation were presented to the 200 Board for approval. The project as presented to the 200 Board then would completely

[1] I believe the bylaws for the 200 Board have been amended. The new bylaws are not accessible on the condominium association website, and my requests for copies to the board have gone unheeded.

obstruct much of the view from our unit and significantly reduce natural light from coming into our unit. Worse, the walkway would replace the beautiful plantings outside of our building with supports for the walkway and the walkway itself (see **Exhibit E,** a series of photos pre- and post-construction). At the time these plans were presented to the 200 Board (June 2018), I did not own the unit, as Mr. William Zammer owned it. Of note, from what I have been able to gather, there were no renderings submitted for what the walkway over my unit would look like, which appears to have been left out for reasons unknown to me.

(5) The ostensible purpose of the plans as presented initially to the 200 Board was to create elevator access for the nine building unit owners (Units 201, 202, 203, 208, 209, 210, 211, 212, and 213) on the north side of the building, including Unit 213. A notice or letter of the June 26, 2018, special meeting to approve these plans was sent to all 200 La Peninsula Owners on June 11, 2018, describing the project. As noted, the project would make the 200 building 100% handicapped accessible and ADA compliant, which was of particular importance to the prior owner of my unit, Mr. William Zammer, who was apparently wheelchair-bound, and to the owners of the 400 Building, as they had experienced litigation over this issue previously. (See **Exhibit F)**

(6) This notice sent to the owners of the 200 Building also included the limited proxy that would be voted on at the June 26, 2018 meeting, which described the specific proposal that was going to be voted on at this special meeting to seek approval of this project. It stated: “Should walkways be constructed connecting Units 201, 202, 203, 208,

209, 210, 211, 212, & 213 to the elevator, with the sole cost and expense of the original construction to be borne by those Unit owners, and thereafter the maintenance, repair and replacement constituting a common expense, with the Board of Directors to have final approval on the plan?" **(See Exhibit G.)**

(7) According to the June 26, 2018, meeting notes, three members of the board were present (Bob White, Nancy Taylor, and William Zammer), and the rest of the owners voted by proxy. **(See Exhibit H.)** The three members of the 200 Board present were three of the nine unit owners described in the proxy whose units would be directly impacted by the proposed walkway. Including proxies submitted pursuant to the notice of June 11, 2018, 21 of 25 200 Building owners were present and voted, with 14 votes voting for the plan as submitted in the proxy and 7 voting no. Of note, only six of the nine unit owners directly affected by the walkway project (and who, per the proposal, were to bear the entire cost of the project) approved it, with three of the directly-affected unit owners (201, 208, and 212) not approving the project as they neither voted in person nor by proxy. **(See Exhibit H.)** Of note, at the time of this special meeting where this plan was passed, two of the 200 Board members directly affected by the plan who voted in favor, Bob White and Nancy Taylor, were also members and/or officers of the La Peninsula Master Board. Additionally, per the initial notice of the special meeting dated June 11, 2018 **(see Exhibit F),** actual construction costs had to be determined and that no action on the project would go forward until all nine affected owners had agreed to the costs. And, per the minutes from this special meeting on June 26, 2018, submission to ARC (the Architectural Review Committee) for its approval was going to occur. **(See Exhibit I.)**

(8) From my review of what I have been able to determine from what limited documents I have been able to obtain from the 200 Board or the Master Board, the Architectural Review Committee of the Club at La Peninsula ceased to exist or function at some point after June 26, 2018, as I could find no documentation that these plans were ever submitted to the Architectural Review Committee as the 200 Board had said would happen. Instead, the next reference to the project is found in the minutes of the March 12, 2019, Master Board meeting wherein Nancy Taylor and Bob White (both 200 Building unit owners directly affected by the project) presented certain renderings to the Board about this project and without any findings or other comments about the renderings and their impact on the building, the modifications, or any indication that the ARC committee had approved them, the "modifications" were allowed. **(See Exhibit J.)** It should also be noted that these minutes make no reference or determination that plans and specifications that the Master Board "allowed" were in harmony with the external design and location in relation to the surrounding structure and topography as required by Section 6 of the Master Board's covenants, conditions, and restrictions. Instead, I was able to obtain the recording and transcripts of the March 12, 2019, Master Board meeting discussed above. According to some of the highlights from that transcript, Mr. White is heard telling the Master Board that 17 of the 25 unit owners out of 25 had voted in support of the proposal, which is, as seen in **Exhibit H** above, completely untrue as only 14 had voted in favor on June 26, 2018, not on April 18. Then there was some confusing discussion about the project having gone before the ARC, and then that the ARC did not exist. Then, there is a discussion about whether the plan needed to be voted and

approved by all condominium owners in the project since it is a material change to a common element. **(See Exhibit K.)** Then, according to the minutes from the next Master Board meeting on July 11, 2019, it is stated that the ARC had been reconstituted at the annual meeting in March 2019, wherein a very specific and detailed process was laid out at that meeting. **(See Exhibit L.)** Finally, there was a final discussion about the walkway project at issue with a statement that it had been approved by the 200 Building and Master Board and was to conform to the building's appearance and the design and material standards.

(9) Thereafter, the plans for putting these walkways stalled, and Mr. Zammer sold his unit to me. I received no communication from the 200 Board or Bob White and Nancy Taylor about the walkway project that would have directly impacted my unit, which Mr. Zammer had approved. I then learned that three of the other nine units that were to be affected by this had never agreed to be part of this project as originally approved, which, per the original approval, was a condition to the project going forward. In fact, I heard nothing about this project until we received an email from Nancy Taylor dated November 29, 2020, which, per the email, was an update on the walkway project that was to be discussed at a December 2, 2020, budget meeting of the 200 Board. **(See Exhibit M.)** This email was supposed to be an update and explanation as to what had been going on with the walkway originally approved in June 2018. However, shockingly, this email referenced for the first time to the 200 Building owners that there were going to only be six townhouse owners who were going to be affected by the project rather than the nine as the original proxy vote stated. We then learned following the December 2, 2020,

meeting that the November 29, 2020, email (referenced as **Exhibit M** above) that the entire project had changed again, unbeknownst to myself and several others in the 200 Building. The project that was originally approved that stated the walkway being constructed was to affect nine unit owners (including me), with a walkway constructed to connect those nine units to the elevator who would all have to agree to be bound financially to pay the costs before the project would proceed, was changed to one that was now going to connect only six of the units. In other words, the project that had been approved pursuant to a very specific proxy stating the walkway was going to connect the nine unit owners on the north side of the building to the elevator was completely different from what had been approved.

Nancy Taylor sent out an email following the December 2, 2020, 200 Board budget meeting that included an attachment that described the course of the project. After a review of this, it became apparent that White and Taylor changed the project so that the walkway would no longer connect nine units to the elevator but only six, including Ms. Taylor's unit and Mr. White's unit; however, they apparently acted on their own, as **they never sought a new approval from the 200 Board. (See Exhibit N.)** In this attachment describing what had happened with the project, Ms. Taylor also details numerous other changes in the project in terms of how the walkway was to be attached to the building, how it was to look, differences in type of railing, color, and even finishes than what had been approved. She even states that what was being done was different than even the Master Board had approved. She admits in these minutes that the project that was going forward was not the project approved by the June 26, 2018, vote. She goes on to

acknowledge that the “new project” was never approved by the 200 Board, despite all of the changes with it, including the fact that it would no longer connect nine unit owners as originally approved. Thus, this substantial material change to a common element adjoining our building has never been approved by the 200 Board as required by its bylaws. As an aside, I served on the 200 Board as a director from sometime in May 2020 until March 30, 2021, and never recall receiving any update as to the status of the project, including its complete change or even that it was going to be brought to the Master Board on November 24, 2020, for a final approval, suggesting to me that these two were acting on their own trying to get this project approved by the Master Board knowing full well that the 200 Board had never approved the new plan.

(10) I then went back and looked at the transcript of the Master Board meeting on November 24, 2020. **(See Exhibit O.)** Both Taylor and White are at this meeting, but Mr. White does most of the talking. He confirms what Ms. Taylor stated in her email and at the December 2, 2020, 200 Building meeting about the project having changed. I also learned that Mr. White had signed a proposal with two companies who were to do the project “as authorized agent for six units of Building 200 La Peninsula” on September 13, 2020, to tear out existing landscaping and install footings and all of the other aspects that constituted this walkway. **(See Exhibit P.)** Of note, a handwritten note stated that only he or Ms. Taylor could approve the work. Again, this further confirms that these two appear to have been acting on their own to get plans approved that had not been approved by the 200 Board because of the changes in the plans from what was approved originally.

(11) Needless to say, several of the 200 Building Owners were shocked by these developments, particularly when construction began earlier this year. Following what we were told in Ms. Taylor's email of November 29, 2020, and what she said at the budget meeting on December 2, 2020. I attempted to obtain copies of all governance documents related to this project from the 200 Board and the Master Board, including minutes of meetings, proposals, emails, and texts dating back several years. When oral requests were refused, I submitted my requests in writing by certified mail **(see Exhibits Q, R, S, and T)** to each association. Because I was not an owner when the original plans were approved, and because I was never provided an opportunity to review or approve this project, and because it appeared clear to me after going back through what had happened that the walkway that was put up in a nutshell had never been approved as required by our bylaws. I also wanted to confirm that what had been promised, approval by the ARC committee, had never occurred. I also wanted to find out what had been expended for this project. Although various records of board governance are required by Florida law to be permanently maintained for at least seven years, my document request detailed above and on the attached document requests yielded three pages of shop drawing for the projects, eight photos of the existing building or renderings of what it would look like, a couple of documents from the plan engineers describing the plans sent to the 20 Board, including an engagement letter dated November 18, 2016, and a proposal for services to be provided by the engineer dated January 12, 2018, and two sets of minutes from both boards despite my request for records going back to 2017 and the contract referenced in **Exhibit P** above. (See **Exhibit U.)**

(12) To sum up, Nancy Taylor and Robert White have moved forward with a project that has not been approved by the 200 Building Board which is a preliminary and required step for making an alteration to the common area or building of this condominium. Further, as shown above, the original approved plan promised that approval by the Architectural Review Committee of the organization was required. However, that never happened, even though it appears the Committee was reconstituted at a Master Board meeting on March 12, 2019, where a specific and elaborate process was put in place for such a review some 21 months before the walkway was eventually installed was given a final approval by the Master Board. And, based on a review of limited governance documents from the Master Board I have been able to obtain, even the limited "architectural review" contemplated by Section 6 of changes to common areas or the building was never done here. In connection with this, alterations to common elements or association properties (albeit not identified clearly in either set of governance documents for each entity, as a procedure for dealing with "the material or substantial alteration" of any common elements or association prop which Florida law requires), the procedures were not followed here. Florida law at Section 718.113(2) requires the approval of 75% of the total voting interest of the association must approve any material alteration of a common element or association property. Material alteration has been defined by Florida's courts as any proposed change that would affect the function, use, and/or appearance of the property. See *Sterling Village Condominium, Inc. v Breitenbach,* 251 So. 2d 685, 687 (Fla. 4th DCA 1971). Despite these requirements, at no time were these plans ever submitted to the entire association as required by Florida law and were never submitted to the ARC

Committee or the 200 unit owners as had been a condition of the approval and part of the process La Peninsula had supposedly put in place to review alterations to common areas. Here, although the governance documents have specific procedures for dealing with changes or alterations to common areas or buildings, including seeking approval of an Architectural Review Committee that was in place 19 months prior to the final "approval" of the walkway that was eventually installed but were never followed, thereby triggering the requirement of this statute that 75% of the building owners approve the project.

From what I can tell, a very specific plan to connect nine listed units to a walkway that was to allow these owners to access the elevator was approved by the 200 Board on June 26, 2018. It appears that three of the nine affected owners never agreed to the project, which was a condition for the project to proceed. Further, the project conditioned approval on approval by the Architectural Review Committee. And while I am still trying to gather facts, it appears that White and Taylor changed this project from what the 200 Board specifically approved and then developed new plans without any disclosure to the 200 Board and limited disclosure to the Master Board and proceeded to secure the installation of a significantly different walkway without 200 Board approval.

As an aside, subsequent to my acquiring of the unit and these board actions, I requested that the association allow me to expand my patio. They required me to submit detailed renderings, photos, and engineering drawings to the 200 Board for approval, then to the newly reconstituted ARC committee for approval, and then to the Master Board for approval. The chairperson of the ARC objected to my plans based on an alleged view

obstruction created by my patio obstruction and it was not allowed, even though it was only a 90 sq. ft. extension of my floor, even though a similar patio expansion of a unit 200 building member (who was also an ARC member) was allowed to expand her patio without having to submit her plans to the 200 building board, ARC, or the Master Board for approval as I had to do in violation of Master Board By-Laws 6.1 and 6.2. Additionally, three sea grape trees were allowed to be planted by an owner in the 300 Building immediately adjacent to building 200, which obstructed my view of the water, without ARC or Master Board approval, again in apparent violation of Master Board By-Laws 6.1 and 6.2. (See the view obstruction presented by the sea grapes is depicted in **Exhibit X**. These actions clearly demonstrate that Boards for each building were required to submit any plans for alterations to the exterior of the building to the Architectural Review Committee which they were obligated to do here with the original 200 Building plans, particularly given the fact that the ARC Committee was reconstituted as of March 12, 2019, more than 20 months before final approval was given to the project at issue by the Master Board, and during the period of time my patio and sea grapes issues were required to be brought before the Architectural Review Committee as required by the policy per the two emails from Mr. Spring, the resort manager, on the bottom two-thirds of the page attached as **Exhibit Y,** documentary support that the Master Board followed its procedure with the installation of the sea grapes by submitting the plans to the ARC Committee. These actions clearly demonstrate that the Master Board was required to submit any alterations to the exterior of the building to the Architectural Review Committee, which they were obligated to do here with the original (and new) 200 Building plans, and which

was never done—although in this case, once the basic plans were changed, any ARC review would have required the 200 Building to first approve the building plans for the new project before seeking ARC review.

(13) Finally, on May 3, 2021, I sent a copy of the enclosed demand for arbitration to the 200 La Peninsula Condominium Association and The Club at La Peninsula, Inc., by certified mail (see **Exhibits V and W**). No response has yet been received, despite a promise from Resort Management Company that I would receive one.

If the dispute involves the collection of a fine previously imposed by the association pursuant to section 718.303(3) or section 719.303(3), Florida Statutes, include those facts which show that the association already has complied with the notice and hearing requirements of the applicable statute:

Identify and quote each specific division rule, portion of the statute, or specific provision from the governing documents which entitles you to relief:

(a) Florida Statute, Section 718.113(2)(a): Except as otherwise provided in this section, **there shall be no material alteration or substantial additions to the common elements or to real property which is association property, except in a manner**

**provided in the declaration as originally recorded or as amended under the procedures provided therein. If the declaration as originally recorded or as amended under the procedures provided therein does not specify the procedure for approval of material alterations or substantial additions, 75 percent of the total voting interests of the association must approve the alterations or additions before the material alterations or substantial additions are commenced.** This paragraph is intended to clarify existing law and applies to associations existing on July 1, 2018.

A review of condo documents attached as Exhibit A and D for the 200 Board and Master Board do not contain any provisions of the approval of material or substantial alterations or additions to common elements as contemplated by Florida law.

(b) Section 4.5 imposes on the building board such power to lease, maintain, improve, repair, and replace common elements by a majority vote pursuant to Section 2.9(b). In this case, the eventual plan for the walkway installed earlier this year was completely different than originally approved by the 200 Board yet never submitted to the 200 Board again.

(c) In the resolution quoted in the minutes of the 200 Board meeting approving the original plan referenced in **Exhibit I,** the 200 Board stated that “The Board will now submit an ARC application to the Club at La Peninsula for approval and will continue to inform all unit owners of the steps and progress moving forward.” No ARC (Architectural Review Committee) approval was ever obtained.

(d) Florida Statute at Section 718.111(12) requires that:

**(b)** The official records specified in subparagraphs (a)1.-6. must be permanently maintained from the inception of the association. All other official records must be maintained within the state for at least 7 years, unless otherwise provided by general law. The records of the association shall be made available to a unit owner within 45 miles of the condominium property or within the county in which the condominium property is located within 10 working days after receipt of a written request by the board or its designee.

**(c)(1)** The official records of the association are open to inspection by any association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the member or authorized representative of such member. A renter of a unit has a right to inspect and copy the association's bylaws and rules. The association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying. The failure of an association to provide the records within 10 working days after receipt of a written request creates a rebuttable presumption that the association willfully failed to comply with this paragraph. A unit owner who is denied access to official records is entitled to the actual damages or minimum damages for the

> association's willful failure to comply. Minimum damages are $50 per calendar day for up to 10 days, beginning on the 11th working day after receipt of the written request. The failure to permit inspection entitles any person prevailing in an enforcement action to recover reasonable attorney fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records.

Here, **Exhibits Q, R, S, and T** were provided to the association's designated representative for the 200 building association and the Master Board Association and no response has been provided. Also, 60 days have elapsed from my demand for arbitration, which was delivered to both boards on May 3, 2021. (See **Exhibits V and W**.)

(e) Florida Statute 718.3027(1) provides that "Directors and officers of a board of an association that is not a timeshare condominium association, and the relatives of such directors and officers, must disclose to the board any activity that may reasonably be construed to be a conflict of interest." Further, Florida Statute 718.111(1)(a) specifically states that " The officers and directors of the association have a fiduciary relationship to the unit owners." Finally, Florida Statute 718.111(1)(d) provides that "As required by s. 617.0830, an officer, director, or agent shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the interests of the association. An officer, director, or agent shall be liable for monetary damages as provided in s. 617.0834 if such officer, director, or agent breached or failed to perform his

or her duties and the breach of, or failure to perform, his or her duties constitutes a violation of criminal law as provided in s. 617.0834."

In this case, 200 Board members Robert White and Nancy Taylor participated in the original vote to approve this transaction which directly affected their units in Building 200 and then subsequently signed contracts for the revised and changed project that differed in numerous ways as outlined above and then sought Master Board approval of the project some 2 ½ years later that was significantly different in scope, size, appearance, functionality, and purpose of the original project. They then failed to seek ARC approval of the project, asserted that it was not a material change to the common elements, and failed to seek the approval of the 200 Board to the changed plans, clearly acting in a manner contrary to the interests of the association. Because of the interests and fiduciary obligations to the 200 Association, they were obligated to recuse themselves from voting on the project.

## REQUEST FOR RELIEF

State the relief which you seek in arbitration, i.e., what is it that you want the arbitrator to require the Respondent to do or not to do:

(1) That copies of the requested records attached as **Q, R, S, and T** to this petition be produced and that the association's refusal provided said documents be deemed a willful refusal to provide same.

(2) That said walkway be removed from building 200 and that all vegetation removed from the exterior of the building to accommodate said walkway be replaced with

vegetation of a similar appearance and botanical species (including two large palm trees that were removed as part of this project without approval as required by Master Board By-Law 7.7) as that which it replaced within sixty (60) days of the date of this letter, as our efforts to convince the boards of each association that the removal of the vegetation to facilitate the walkway's installation and said walkway's installation was not properly approved as required by the association by-laws and/or Florida Law, as 75% of the entire association never approved this material alteration and/or substantial addition to the common elements, and therefore should be removed. Further, this matter was never submitted to the Architectural Review Committee and its process as promised in the original approval, and despite the Master Board's own requirements to do so created in March 2019. Most importantly, the walkway that was eventually installed was completely different from what was originally approved in several ways, in its purpose and who it benefitted, and the subject of several revisions that were never brought before the 200 Building Board for approval or review or to the Architectural Review Committee. In other words, the boards here violated their own procedures.

(3) That the sea grape trees seen in **Exhibit X** adjacent to Unit 302 be removed because installation was never reviewed by the ARC despite their alteration of the exterior appearance of the structure and/or constituted a nuisance to my unit because of the obstruction of my view to the west as prohibited by Master Board By-Law 7.4 and for the further reason that it was never approved by the Master Board as required by by-laws 6.1 and 6.2.

(4) Any Board member who is found to have violated their fiduciary duty or had a conflict of interest be removed from their respective Board.

(5) Petitioner be awarded all costs pertaining to this matter.

(6) Require the 200 Board and the Master Board to enforce its rules and bylaws as written and adhere to the Florida Statues and to remedy any of the matters brought before this Panel in regard to the Board's selective enforcement and its failures to follow Florida Statutes going forward.

Pursuant to section 718.1255(4)(b), Florida Statutes, before filing a petition for arbitration, the petitioner must provide the respondent with advance written notice of the specific nature of the dispute, a demand for relief and a reasonable time in which to comply, and notice of intention to file an arbitration petition or other legal action in the absence of a resolution of the dispute. State the efforts you have made to comply with these statutory, requirements and attach copies of all letters or other documents sent to the respondent demonstrating compliance with the above-referenced statute:

A copy of the Petitioner's written notice to both associations sent certified mail and received by the association on May 3, 2021, is attached.

If the petition is filed by two or more petitioners, the name and mailing address of one person designated to receive all pleadings and orders on behalf of all individual petitioners:

N/A

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Effective: July 4, 2004

If you have filed a complaint with the Bureau of Condominiums pursuant to Rule 61B-19.002, Florida Administrative Code regarding the same issue(s) raised in the petition for arbitration, provide the case number of the condominium complaint: _____

Signature of each
Petitioner, Petitioner's(s')
attorney, or Petitioner's(s')
representative

LAKE MICHIGAN CREDIT UNION

| | |
|---|---|
| BRANCH | 0025 |
| Check Number: | 3225809 |
| Account: | 0001075509 |
| Name: | INDUSTRIAL QUICK |
| Effective Date: | 09/22/21 |
| Post Date: | 09/22/21 |
| Teller: | 2069 |
| Purpose: | |
| Dollar Amount: | 50.00 |

Payee: FLORIDA DEPARTMENT OF BUSINESS
& PROFESSIONAL REGULATION

RE: MICHAEL MEIRESONNE

RECEIVED BY

LAKE MICHIGAN CREDIT UNION

| | |
|---|---|
| BRANCH | 0025 |
| Check Number: | 3225809 |
| Account: | 0001075509 |
| Name: | INDUSTRIAL QUICK |
| Effective Date: | 09/22/21 |
| Post Date: | 09/22/21 |
| Teller: | 2069 |
| Purpose: | |
| Dollar Amount: | 50.00 |

Payee: FLORIDA DEPARTMENT OF BUSINESS
& PROFESSIONAL REGULATION

RE: MICHAEL MEIRESONNE

74-8067/2724

00 0003225809

LAKE MICHIGAN CREDIT UNION

P.O. Box 2848
Grand Rapids, MI 49501-2848
(616) 242-9790
www.lmcu.org

VOID 90 DAYS AFTER

| DATE |
|---|
| 09/22/21 |

# CASHIER'S CHECK

Purpose:

***FIFTY DOLLARS AND 00 CENTS DOLLARS*** $50.00

PAY TO THE ORDER OF

FLORIDA DEPARTMENT OF BUSINESS
& PROFESSIONAL REGULATION

RE: MICHAEL MEIRESONNE

LAKE MICHIGAN CREDIT UNION

Authorized Signature

⑈0003225809⑈ ⑆272480678⑆ 90000309⑈